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

GABRIELA OROPEZA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SPECIALTY COATING SYSTEMS, INC., a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. CIVSB2314473

*[Assigned for All Purposes to Hon. Christian Towns,
Dept. S-26]*

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

Date: April 3, 2025
Time: 8:30 a.m.
Dept.: S-26

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 Gabriela Oropeza (“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 Claster
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 Defendant failed to compensate its non-exempt employees for all time worked. Specifically, Plaintiff
6 alleges that Defendant would keep track of Plaintiff's time worked and would unlawfully round/shave
7 time worked such that Plaintiff would not be fully paid for all time worked. This time-shaving and/or
8 rounding practice utilized by Defendant was not even-handed over time and would almost exclusively
9 round and shave in Defendant's favor such that Plaintiff was routinely underpaid for all her time worked.

10 12. Specialty Coating contends that it compensated Settlement Class members for all of their
11 time worked, that its rounding practices were lawful, and any unpaid time was *de minimis* and therefore
12 non-compensable. Specialty Coating further asserts that Plaintiff would be unable to certify a rounding
13 class given the individualized inquiries that would be required, and also that Specialty Coating's rounding
14 mechanism was, according to it, allegedly facially neutral.

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

19 14. Specialty Coating counters that it has always provided non-exempt employees with an
20 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
21 employee timekeeping records were solely the result of employee choice, rather than any policy or practice
22 of Specialty Coating. Specialty Coating also points out that it is only required to "provide" the opportunity
23 to take meal periods, not "ensure" meal periods are taken, and that they have always done so. Specialty
24 Coating contends there are no second meal period violations because the employee signed valid second
25 meal period waivers. Finally, Specialty Coating contends Plaintiff's meal period claim is not suited for
26 class certification and individual inquiries would be required to assess which employees took non-
27 compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a
28 particular employee took a non-compliant meal period or missed a meal period during a particular shift.

15. Plaintiff alleges that she and other Settlement Class Members were not authorized and

1 permitted to take all required rest periods due to Specialty Coating's rest period policies/practices which
2 fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
3 Specifically, Plaintiff worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a
4 ten-minute paid rest period.

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

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

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

20 19. Plaintiff alleges that Specialty Coating required her and the other settlement class
21 members to use their cellular phone for business purposes. Despite knowing that putative class members
22 had incurred necessary business expenses to communicate with supervisors through their own personal
23 electronic devices with access to the internet access, Specialty Coating failed to reimburse putative class
24 members in violation of Section 2802 and *Cochran, supra*, 228 Cal. App. 4th at 1144.

25 20. Specialty Coating asserts that settlement class members did not have to use their personal
26 cellular phones to discharge their duties. Also given the wide array of cellular phone plans, Defendant
27 contends that any expenses would be *de minimis*.

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

1 22. Specialty Coating argues that Plaintiff's PAGA claim will fail for the same reasons that her
2 underlying claims will fail. Specialty Coating also maintains that, given its good faith defenses, this Court
3 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Specialty
4 Coating liable for any of Plaintiff's claims.

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

11 24. After agreeing to participate in early mediation, Specialty Coating informally produced
12 documents and information relevant to the claims alleged in advance of mediation, including without
13 limitation timekeeping and payroll data for a 25% sampling of the putative class. Additionally,
14 Specialty Coating produced information and data points needed for a fruitful mediation, including
15 without limitation, the number of employees, workweeks at issue, pay periods at issue, meal and rest
16 period policies and procedures, and payroll policies. After a review and analysis of the documents and
17 information produced by Specialty Coating, Class Counsel drew on their extensive experience in similar
18 cases to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the parties to
19 assess the merits and value of Plaintiff's claims and Specialty Coating's defenses thereto, if a settlement
20 could not be reached.

21 25. On March 5, 2024, a mediation was held with Steven G. Mehta, Esq., a well-respected
22 mediator. During mediation, the parties vigorously debated their opposing legal positions, the likelihood
23 of certification of Plaintiff's claims, and the legal basis for the claims and defenses. Ultimately, the Parties
24 agreed on a class-wide resolution. In the weeks that followed, the parties finalized the terms of settlement
25 and executed the Stipulation of Class Action and PAGA Settlement ("Settlement").

26 26. Plaintiff submitted the Stipulation of Settlement to the Court with her Motion for
27 Preliminary Approval on August 9, 2024. On November 25, 2024, the Court signed an Order Granting
28 Preliminary Approval of the Settlement. A true and correct copy of the Order Granting Preliminary
Approval is attached hereto as **Exhibit A**.

1 27. The Settlement Class encompasses: All current and former non-exempt employees of
2 Specialty Coating Systems, Inc. who worked at any time in California during the Class Period. The Class
3 Period is June 27, 2019 through November 25, 2024.

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

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

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

14 31. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
15 two years without receiving any compensation to date. To date, my law firm and/or co-counsel firm, has
16 incurred \$18,636.50 in actual costs and have devoted substantial time to this litigation and expect to incur
17 approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding
18 distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court
19 appearances for a total of \$19,181.50. Attached hereto as **Exhibit B** is an Expense Summary reflecting
20 these costs, which include but are not limited to: filing fees, messenger fees, service fees, copying costs
21 (at \$.06 per page), mediation fees, and postage.

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

27 33. Given the considerable potential for adverse outcomes in this case, including, but not
28 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 \$18,636.50 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 \$19,181.50 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 **\$130,230.50** which results in a multiplier of 1.32 times the \$98,053.00 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 firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$900	61.2	\$55,080
Paul K. Haines (17th Year Attorney)	\$800	17.5	\$14,000
Milan Moore (7th Year Attorney)	\$650	89.9	\$58,435
Paralegals	\$175	15.5	\$2,712.50
Total Lodestar			\$130,230.50

35. 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

1 attorney is \$508.

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

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

24 38. Plaintiff has provided written approval of the split of attorneys' fees in this action.
25 Further, being a private law practice my firm can only properly litigate a limited number of cases at one
26 time. The professional demands of this case were significant, including a significant number of hours of
27 attorney and paralegal time. This litigation precluded my firm from other employment due to the time
28 and financial commitments required by the case. Indeed, because my firm takes on cases on a purely

1 contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial.
2 Accordingly, I believe the requested fees are reasonable.

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

10 40. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
11 Workforce Development Agency ("LWDA") via its website on August 8, 2024. A true and correct copy
12 of the proof of service is attached hereto as **Exhibit D**. On December 17, 2024, Plaintiff submitted a copy
13 of the Order granting preliminary approval on the LWDA via its website. A true and correct copy of the
14 proof of service is attached hereto as **Exhibit E**.

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

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

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

23 Executed on March 11, 2025, at El Segundo, California.

24 
25 Scott M. Lidman
26
27
28

EXHIBIT A

EXHIBIT A

ORIGINAL

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Fax: (424) 292-2355

Attorneys for Plaintiff
GABRIELA OROPEZA

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

GABRIELA OROPEZA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

SPECIALTY COATING SYSTEMS, INC., a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2314473

[Assigned for All Purposes to Hon. ~~Jessica Morgan~~
Christian Towns, Dept. S-26]

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

Date: November 14, 2024
Time: 8:30 a.m.
Dept.: S-26

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 25 2024

BY

VALERIE URUENA, DEPUTY

FILED

1 The Motion of Plaintiff Gabriela Oropeza ("Plaintiff") for Preliminary Approval of Class
2 Action Settlement ("Motion") came on regularly for hearing before this Court on November 14,
3 2024, at 8:30 a.m. in Department S-26. The Court, having considered the Stipulation of Class
4 Action and PAGA Settlement (the "Settlement"), attached as **Exhibit 1** to the Declaration of Scott
5 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 only, the Court finds that the proposed Settlement Class is ascertainable and
12 that there is a sufficiently well-defined community of interest among the members of the
13 Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court
14 grants conditional certification of the following Settlement Class:

15 All current and former non-exempt employees of Specialty Coating
16 Systems, Inc. who worked at any time in California during the Class Period.

17 2. For purposes of the Settlement only, the Class Period shall mean June 27, 2019
18 through the date the Court issues an order preliminarily approving the settlement.

19 3. For purposes of the Settlement only, the Court designates named Plaintiff
20 Gabriela Oropeza as Class Representative, and Scott M. Lidman and Milan Moore of Lidman
21 Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

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

24 4. The Court approves, as to form and content, the Notice of Pendency of Class
25 Action and Proposed Settlement and Notice of Settlement Award attached to the Settlement as
26 **Exhibit B.**

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

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

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

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

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

20 10. The Final Fairness Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable, and adequate is scheduled in Department S-26 of this Court,
22 located at 247 West Third Street, San Bernardino, California 92415 on _____, 2024
23 at _____ a.m./ p.m.

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

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.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, 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.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	30 calendar days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing
Final Fairness Hearing:	<u>4/13</u> , 2024 <u>2025</u>

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

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

IT IS SO ORDERED.

Dated: 11/25, 2024

C. Towns
Honorable ~~Jessica Morgan~~ Christian Towns
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Gabriela Oropeza v. Specialty Coating Systems, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$9,750.00
Expert Expenses (for analysis for mediation)	\$6,480.00
Filing and Service Fees	\$2,294.72
Copying Costs (at 06. Cents/page)	\$22.14
Postage Costs	\$89.64
Anticipated Costs for filing the Final Approval motion, filing final distribution declaration, service fees, copying and postage	\$545.00
TOTAL:	\$19,181.50

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
GABRIELA OROPEZA

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

GABRIELA OROPEZA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

SPECIALTY COATING SYSTEMS, INC., a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2314473

*[Assigned for All Purposes to Hon. Jessica
Morgan, Dept. S-26]*

PROOF OF SERVICE ON THE 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, California 90245.

On August 8, 2024, I served the foregoing document(s) described as:

1. Stipulation of Class Action and PAGA 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-964982-23

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

Executed on August 8, 2024, at El Segundo, California.



Marilyn Ajanel

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, August 8, 2024 1:02:24 PM

08/08/2024 01:02:05 PM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT E

EXHIBIT E

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Attorneys for Plaintiff
GABRIELA OROPEZA

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

GABRIELA OROPEZA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

SPECIALTY COATING SYSTEMS, INC., a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2314473

*[Assigned for All Purposes to Hon. Jessica
Morgan, Dept. S-26]*

PROOF OF SERVICE ON THE 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, California 90245.

On December 17, 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-964982-23

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

Executed on December 17, 2024, at El Segundo, California.



Marilyn Ajanel

From: [DIR PAGA Unit](#)
To: [Gladys Beltran](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, December 17, 2024 9:19:47 AM

12/17/2024 09:19:26 AM

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

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm