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GERARDO TORO and USMAN LOPEZ ESCOBAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GERARDO TORO, as an individual, USMAN
LOPEZ ESCOBAR, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

L.A. PROPERTIES HEFFESSE LLC, a
California limited liability company; and DOES
1 through 10,

Defendants.

Case No. 23STCV26332

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. SSC-17]*

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

Date: March 25, 2025

Time: 9:00 a.m.

Dept.: SSC-17

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

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

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

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

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

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
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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 Plaintiffs and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

1 10. On October 6, 2023, Plaintiff Gerardo Toro commenced an action by filing a Complaint
2 against Defendant L.A. Properties Heffesse LLC alleging individual causes of action against Defendant
3 for: (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure
4 to provide meal periods; (iv) failure to authorize and permit all rest periods; (v) unlawful deductions
5 from wages; (vi) failure to provide accurate, itemized wage statements; (vii) failure to timely pay all
6 wages upon separation of employment; (viii) failure to reimburse necessary business expenses; and (ix)
7 unfair competition. On October 27, 2023, Plaintiffs commenced this Action by filing a class action
8 Complaint against Defendant L.A. Properties Heffesse LLC alleging class-wide causes of action
9 against Defendant L.A. Properties Heffesse LLC for: (i) failure to pay all overtime wages owed; (ii)
10 failure to pay all minimum wages owed; (iii) failure to provide meal periods; (iv) failure to authorize
11 and permit all rest periods; (v) unlawful deductions from wages; (vi) failure to provide accurate,
12 itemized wage statements; (vii) failure to timely pay all wages upon separation of employment; (viii)
13 failure to reimburse necessary business expenses; and (ix) unfair competition.

14 On October 31, 2023, the Court, at Plaintiff Gerardo Toro's request, dismissed his individual
15 lawsuit without prejudice. Pursuant to Labor Code section 2699.3, subd.(a), on October 30, 2023,
16 Plaintiffs gave timely written notice to Defendant L.A. Properties Heffesse LLC and the LWDA by
17 sending the PAGA Notice. On January 4, 2024, Plaintiffs filed a First Amended Complaint in the
18 Action which added a claim for civil penalties under the PAGA. *Id.* 2.8. On May 22, 2024, Plaintiffs
19 filed a DOE Amendment in the Action substituting Joseph Heffesse, as an individual, in as a named
20 defendant in place of DOE 1.

21 11. Prior to mediation, Defendants took the depositions of Plaintiffs. Additionally,
22 Defendants produced the payroll data for the entire putative class as well as other relevant documents
23 and information relevant to the claims alleged. Lidman Decl., ¶ 11.

24 In addition to the representative sampling, Defendants produced key data points. Specifically,
25 Plaintiffs were provided with the following:
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- Plaintiffs’ personnel files and payroll documents;
- Key data points, including total number of employees, workweeks, and pay periods during the relevant time period;
- Exemplars of the wage statements provided during the relevant time period.

Id.

This information coupled with the data for the entire putative class, aided in Plaintiffs’ creation of a class-wide exposure model for all the claims at issue, including unpaid wages and penalties potentially owed for alleged overtime wages, and meal and rest and unpaid wages violations. Ultimately, this discovery allowed the parties to assess the merits and value of Plaintiffs’ claims and Defendants’ defenses thereto.

12. On May 21, 2024, a mediation was held with Steven G. Mehta, a well-respected wage and hour class action mediator. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs’ claims, and the legal basis for the claims and defenses. Ultimately, the Parties agreed on a class-wide resolution.

13. Plaintiffs filed the Settlement to the Court with their Motion for Preliminary Approval on September 4, 2024. Subsequently on November 18, 2024, the Court granted preliminary approval of the class action settlement, approving the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval.

14. According to A.I. Foods, there are 49 total Settlement Class members defined as: “All individuals whom Defendant L.A. Properties Heffesse LLC and/or Joseph Heffesse employed in the positions of maintenance, handyman, administrative, and/or all individuals who assist in business operations and who worked for Defendants in California at any time during the Class Period. Class Period shall mean the time period between October 6, 2019 through November 18, 2024.”

15. The proposed PAGA Employees is defined as “All individuals whom Defendant L.A. Properties Heffesse LLC and/or Joseph Heffesse employed in the positions of maintenance, handyman, administrative, and/or all individuals who assist in business operations and who worked for Defendants in California at any time during the PAGA Period. PAGA Period shall mean the time period between October 6, 2022 through November 18, 2024.”

1 16. Therefore, Plaintiffs' primary claims/allegations are that Defendants: (1) failed to pay
2 all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally
3 required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to
4 provide accurate, itemized wage statements; (6) engaged in unlawful business practices; (7) failed to
5 pay all wages upon separation of employment; (8) failed to reimburse business expenses; and (9) are
6 liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

7 17. As explained in detail in the Motion for Preliminary Approval, Plaintiffs' primary
8 theories of liability are related to Defendants' alleged failure to pay Settlement Class members for all
9 time worked and its alleged failure provide Settlement Class members all legally compliant duty-free
10 meal and rest periods. Specifically, Plaintiffs allege that Defendants failed to properly compensate
11 their employees for all time worked. Plaintiffs allege that as a result of Defendants' misclassification
12 as exempt, Plaintiffs and the other Settlement Class Members were not paid for their overtime hours
13 worked. Defendants paid Plaintiffs and the other Settlement Class Members a flat salary which was
14 not based on the number of hours actually worked.

15 18. Defendants contend that they compensated Settlement Class members for all of their
16 time worked. Specifically, Defendants contend that they properly classified Settlement Class Members
17 as exempt and therefore did not have to pay overtime wages. Defendants further assert that Plaintiffs
18 would be unable to certify this class given the individualized inquiries that would be required, including
19 without limitation how many hours each Settlement Class Member was working, which would be
20 difficult because contemporaneous timekeeping records were not maintained.

21 19. Plaintiffs allege that as a result of the work demands imposed by Defendants, the
22 Settlement Class Members were not provided a full uninterrupted 30-minute meal period before the
23 end of the fifth hour of work. Additionally, Defendants did not require Settlement Class Members to
24 track the start and stop time of meal periods when they remained on the work premises.

25 20. Defendants counter that they have always maintained a lawful meal period policy and
26 provided employees with an opportunity to take legally compliant meal periods, and any non-compliant
27 meal periods were solely the result of employee choice, rather than any policy or practice of
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1 Defendants. Further, Defendants point out that they are only required to “provide” the opportunity to
2 take meal periods, not “ensure” meal periods are taken, and that they have always done so. Finally,
3 Defendants contend Plaintiffs’ meal period claim is not suited for class certification, since individual
4 inquiries would be required to assess which employees took non-compliant meal periods, how many
5 meal periods were non-compliant or missed, and the reasons why a particular employee took a non-
6 compliant meal period or missed a meal period during a particular shift.

7 21. Plaintiffs allege that as a result of the work demands imposed by Defendants, Settlement
8 Class Members were not authorized and permitted to take duty-free net 10-minute rest periods.
9 Specifically, Plaintiffs allege that employees experienced at least one rest period violation on every
10 shift in excess of 3.5 hours given the work demands.

11 22. Defendants contend that their policies and procedures authorized and permitted
12 Settlement Class Members to take all off-duty rest periods in compliance with California law.
13 Defendants also argue that Plaintiffs’ rest period claim is inherently unsuited for class treatment as it
14 requires an individualized inquiry into whether each Settlement Class Member was in fact authorized
15 and permitted to take a compliant rest period, which would evolve into an unmanageable series of
16 mini-trials.

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

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

24 25. Plaintiffs allege that Defendants failed to reimburse Settlement Class members for
25 necessary business expenditures, including the use of their personal cellular phones for work activities
26 and drive their personal cars, as required under Labor Code section 2802 and by *Cochran v. Schwan’s*
27 *Home Service, Inc.* (2014) 228 Cal.App.4th 1137. Plaintiffs contend that Defendants required them to
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1 use their personal cellular phones and/or vehicles for work-related purposes but Defendants did not
2 reimburse the putative class members for the cell phones and/or the data usage and/or cars.

3 26. Defendants argue that any expenses incurred were minimal given the affordability of
4 cellular usage plans and Settlement Class members did not have to travel between sites each shift.
5 Defendants also argue that this claim is not suitable for class treatment because it would require
6 individualized determinations as to whether each employee used a personal cellular phone and how
7 often. Additionally, individual determinations is required to determine miles driven for work purposes.

8 27. Plaintiffs alleges that Defendants are also liable for waiting time penalties under Labor
9 Code section 203 as a result of its failure to pay all overtime wages upon separation of employment.
10 There are approximately 19 Class Members who have separated their employment during the relevant
11 time period.

12 28. Defendants assert they have strong defenses to the waiting time claim because there
13 exist good-faith disputes as to Plaintiffs' underlying claims, precluding imposition of penalties.

14 29. Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing alleged
15 Labor Code violations.

16 30. Defendants argue that Plaintiffs' PAGA claim will fail for the same reasons that their
17 underlying claims will fail. Defendants also maintain that, given their good faith defenses, this Court
18 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendants
19 liable for any of Plaintiffs' claims.

20 31. Funds remaining unclaimed will be distributed to the California State Controller's Office
21 – Unclaimed Property Fund in the name of the Settlement Class member.

22 32. In my experience in wage and hour class action matters similar to this one, fee awards
23 generally average around one-third of the gross recovery. My law firm's and co-counsel's work on
24 this case includes, but is not limited to: conducting pre-filing investigation, analyzing Plaintiffs'
25 claims, conducting legal research, reviewing documents and policies, analyzing timekeeping data and
26 payroll records, preparing for and defending depositions of Plaintiffs, creating a comprehensive
27 damages model, preparing for and attending mediation, negotiating and preparing the long-form
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1 settlement agreement, preparing the Motions for Preliminary and Final Approval, overseeing the
2 settlement administration process, and otherwise litigating this case.

3 33. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
4 dedicated substantial resources to this litigation, including expending a total of \$15,795.03, in actual
5 costs, have devoted substantial time to this litigation and expect to incur approximately \$450.00 in
6 future costs for filing the instant motion, filing the final declaration regarding distribution of
7 settlement, Case Anywhere fees, service and messenger fees, postage fees, costs for future
8 appearances. A true and correct copy of my firm's and Haines Law Group's costs summary in this
9 matter is attached hereto as **Exhibit B**.

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

17 35. Given the considerable potential for adverse outcomes in this case, including, but not
18 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
19 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also
20 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be
21 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
22 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
23 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
24 approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over
25 one year with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful.
26 Moreover, as discussed above, Class Counsel has advanced \$16,245.03 in litigation costs on a
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contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

In this case, Class Counsel have a lodestar of \$168,367.50 which is 1.01 times more than the \$166,666.67 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (24th Year Attorney)	\$900	88.1	\$79,290
Paul K. Haines (15th Year Attorney)	\$800	25.4	\$20,320
Milan Moore (6th Year Attorney)	\$650	100.8	\$65,520
Paralegals	\$175	18.5	\$3,237.50
Total Lodestar			\$168,367.50

36. 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 are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**.

37. 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).

38. 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%).

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

40. The requested enhancement payments to Plaintiffs of \$10,000.00 each are also reasonable given Plaintiffs' efforts in this case and the risks they undertook on behalf of Settlement Class members. Plaintiffs gathered documents for use in the lawsuit, and attended in person/telephonic meetings with Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the settlement reached. Plaintiffs also prepared for and sat for their individual depositions prior to mediation. Thus, the enhancement payments to Plaintiffs are appropriate and justified as part of the Settlement and should be finally approved.

41. On September 4, 2024, Plaintiffs also submitted the Settlement to the LWDA. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit D**.

42. Plaintiffs submitted to the LWDA the Order Granting Preliminary Approval on November 18, 2024. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the order Granting Preliminary Approval to the LWDA is attached hereto as **Exhibit E**.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 3, 2025, at El Segundo, California.


Scott M. Lidman

EXHIBIT A

EXHIBIT A

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Attorneys for Plaintiffs
 GERARDO TORO and USMAN LOPEZ ESCOBAR

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

GERARDO TORO, as an individual, USMAN
 LOPEZ ESCOBAR, as an individual, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

L.A. PROPERTIES HEFFESSE LLC, a
 California limited liability company; and
 DOES 1 through 10,

Defendants.

FILED
 Superior Court of California
 County of Los Angeles

11/18/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Case No.: 23STCV26332

*[Assigned for all purposes to the Hon. Laura
 A. Seigle, Dept. SSC-17]*

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

Date: November 18, 2024

Time: 9:00 a.m.

Dept.: SSC-17

1 The Motion of Plaintiff Gerardo Toro and Usman Lopez Escobar (“Plaintiffs”) for
2 Preliminary Approval of Class Action Settlement (“Motion”) came on regularly for hearing before
3 this Court on November 18, 2024 at 9:00 a.m. a.m. in Department SSC-17. The Court, having
4 considered the proposed Stipulation of Settlement (the “Settlement”), attached as **Exhibit 1** to the
5 Declaration of Scott M. Lidman filed concurrently with the Motion; having considered Plaintiffs’
6 Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations
7 filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All individuals whom Defendant L.A. Properties Heffesse LLC and/or
16 Joseph Heffesse employed in the positions of maintenance, handyman,
17 administrative, and/or all individuals who assist in business operations and
18 who worked for Defendants in California at any time during the Class
Period.

19 2. For purposes of the Settlement, the “Class Period” shall mean the time period
20 between October 6, 2019 through the date the Court preliminarily approves the Settlement.

21 3. For purposes of the Settlement, the Court designates named Plaintiffs Gerardo
22 Toro and Usman Lopez Escobar as Class Representatives, and Scott M. Lidman and Milan
23 Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

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

26 4. The Court approves, as to form and content, the Court Approved Notice of Class
27 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the
28 Settlement as **Exhibit A**.

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 Class Notice.

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

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

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

18 10. The Final Fairness Hearing on the question of whether the Settlement should be
19 finally approved as fair, reasonable, and adequate is scheduled in Department SSC-17 of this
20 Court, located at 312 North Spring Street, Los Angeles, California 90012 on March 25, 2025,
21 ~~2024~~ at 9 a.m. ~~a.m./p.m.~~

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

28 12. Counsel for the parties shall file memoranda, declarations, or other statements and

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

13. An implementation schedule is below:

Event	Date
Defendants to provide Class Data to Settlement Administrator	20 calendar days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Class Notice to Class Members	14 calendar 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 Plaintiffs 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:	March 25, 2025 at 9 a.m., 2024

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: 11/18/2024, ~~2024~~



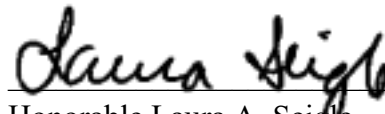

Honorable Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge

EXHIBIT B

EXHIBIT B

Expense Summary
Gerardo Toro et al v. L.A. Properties Heffesse LLC et al

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$10,225.00
Filing, Service and Messenger Fees	\$2,646.61
Copying Costs	\$19.25
Postage Costs	\$71.69
Case Anywhere Fees through January 2025	\$1,37.48
Anticipated Costs for filing the Final Approval motion, court appearances, current Case Anywhere fees for Class Counsel, filing the final distribution declaration, service fees, copying and postage	\$450.00
TOTAL:	\$16,245.03

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

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, September 4, 2024 5:28:24 PM

09/04/2024 05:28:05 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

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Friday, December 6, 2024 12:21:31 PM

12/06/2024 12:21:14 PM

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

Item submitted: Court Order or Judgment

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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