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Attorneys for Plaintiff CHRISTIAN MATUTE,  
Individually and On Behalf of All Others Similarly Situated

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

CHRISTIAN MATUTE, an individual;  
Individually and on Behalf of All  
Similarly Situated Individuals,  
  
Plaintiff,

v.

PILOT AIR FREIGHT LLC dba  
PILOT FREIGHT SERVICES, a  
Pennsylvania Limited Liability  
Company; BEST BUY CO., INC., a  
Minnesota Corporation; and DOES 1  
through 25, Inclusive,

Defendants.

Case No. 4:22-cv-00587-YGR

*[The Honorable Yvonne Gonzalez  
Rogers]*

**CLASS ACTION**

**DECLARATION OF MICHAEL H.  
BOYAMIAN IN SUPPORT OF  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION  
SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES, COSTS,  
AND ENHANCEMENT AWARDS**

*[Filed Concurrently with Motion for  
Attorneys' Fees, Costs, and Service  
Award; [Proposed] Order]*

Date: January 23, 2024  
Time: 2:00 p.m.  
Crtrm: 1 (4th Floor) Oakland  
Courthouse

**DECLARATION OF MICHAEL H. BOYAMIAN**

I, Michael H. Boyamian, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am an attorney at law and partner at Boyamian Law, Inc. I am a member in good standing of the State Bar of California. I am one of the attorneys of record in the instant litigation, and I make this declaration in support of Plaintiff's Motion for Attorneys' Fees, Costs, and Class Representative Enhancement. All of the information set forth herein is based on my personal and firsthand knowledge and if called and sworn as a witness, I could and would competently testify thereto.

**Legal Background and Experience in Class Action Lawsuits & Settlements**

2. I am a 2007 graduate of Whittier Law School. While in Law School, I served as the President of the Armenian Law Students Society and was a member of the Moot Court Honors Board. I was admitted to the California State Bar and to the Supreme Court of the State of California in June of 2008. I am a member of various professional organizations, including the California Employment Lawyers Association (CELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Armenian Bar Association. I have been named as a Southern California Super Lawyer - Rising Star from 2015 through 2022 by Los Angeles Magazine.

3. Since my admission to the bar, I have been in continuous practice for over 15 years and have exclusively represented plaintiffs in labor and employment cases - both individual and in representative/class action matters – but primarily in wage and hour class and representative actions.

4. Since January 2013, I have been closely involved in a significant number of wage and hour and consumer class and representative matters. Many of these cases have resulted in substantial recoveries for employees and consumers across California. Examples of such recoveries include the following matters:

1           a.     *Mendez v. R+L Carries, Inc.*, Case No. C 11-2478 CW (N.D. Cal., 2013),  
2 wage and hour class action involving California truck drivers, which settled for  
3 \$9,500,000;

4           b.     *Meneses v. CVS Pharmacy, Inc.*, et al., Los Angeles Sup. Ct. (“L.A.S.C.”)  
5 Case No. BC 489739 (2014), filed in Los Angeles County on behalf of pharmacists,  
6 which settled for \$2,800,000;

7           c.     *Stovall-Gusman v. W.W. Grainger, Inc.*, Case No. 13-cv-02540-HSG  
8 (N.D. Cal. 2015), which settled for \$715,000.

9           d.     *Cortes v Daley Foods*, L.A.S.C. Case No. BC496955 and *Gutierrez v.*  
10 *Daley Foods*, Case No. BC524915 (Los Angeles County Superior Court, 2015), wage  
11 and hour class action involving California Labor Code violations relating to restaurant  
12 workers, settled for \$2.2 million.

13           e.     *Fuentes, et al. v. Macy's West Stores, Inc.*, Case No. CV 14-00790-ODW  
14 (FFMx) (C.D. Cal 2015) wage and hour class action involving misclassification of  
15 independent contractors, which settled for \$4 million.

16           f.     *Leos v. FedEx*, Case No. 14-02864-ODW-AGR (C.D. Cal. 2015), a class  
17 action for unpaid wages pursuant to the Living Wage Ordinance, settled for \$385,000.

18           g.     *Timothy J. Connell, et al, Klara Paksy, et al and Dale Bystrom, et al v.*  
19 *CVS Pharmacy, Inc., et al.*, LASC Case Nos. BC523172, BC523491, BC525991  
20 (2016) wage and hour class action involving Labor Code overtime violations on behalf  
21 of pharmacists (\$7,461,600 settlement);

22           h.     *Angil Sharobiem, et al v. CVS Pharmacy, Inc., et al.*, Case No. 2:13-cv-  
23 09426-GHK-FFM (C.D. Cal. 2016) wage and hour class action involving Labor Code  
24 overtime violations on behalf of pharmacists (\$2,937,600 settlement);

25           i.     *Rimanpreet Uppal v. CVS Pharmacy, Inc.*, et al., Case No. 3:14-cv-  
26 02629-VC (N.D. Cal. 2016) wage and hour class action involving Labor Code  
27 overtime violations on behalf of pharmacists (\$2,350,800 settlement);  
28

1 j. *Ian H. Stark, et al. v. CVS Pharmacy, Inc., et al.*, LASC Case Nos.  
2 BC476431, BC489738, BC501118, BC502723, BC526977, BC570812 (2016) wage  
3 and hour class action involving Labor Code travel time violations on behalf of  
4 pharmacists (\$2,000,000 settlement);

5 k. *Phillips v. AccentCare, Inc., et al.*, Case No. CIVDS1620673 (2017)  
6 wage and hour class action involving Labor Code overtime violation on behalf of  
7 home health nurses and other home health professionals (\$1,500,000.00);

8 l. *Pursell v. Pacific Wings, LLC*, LASC Case No. BC522083 (2017) wage  
9 and hour class action involving Labor Code off-the-clock, overtime, meal and rest  
10 break, and unreimbursed business expense violations on behalf of restaurant servers  
11 (\$1,300,000);

12 m. *Hooper v. URS Midwest, Inc.*, Case No. CIVDS1607489 (2017) wage and  
13 hour class action involving Labor Code overtime violation on behalf of Car Haulers  
14 (\$2,900,000);

15 n. *Tyrer v First Student, Inc.*, Case No. BC459305 (2017) wage and hour  
16 class action involving Labor Code overtime violations on behalf of school bus drivers  
17 (\$475,000 settlement);

18 o. *Nunez v. CompuCom Systems, Inc.*, LASC Case No. BC618385 (2017)  
19 wage and hour class action involving Labor Code overtime, meal and rest break, and  
20 unreimbursed business expense violations on behalf of home-based service technicians  
21 (\$1,500,000);

22 p. *Garcia, et al. v. Macy's West Stores, Inc., et al.*, Case No. 3:16-cv-04440-  
23 WHO (N.D. Cal. 2017) wage and hour class action involving misclassification of  
24 independent contractors (\$1,550,000 partial settlement);

25 q. *Oard v. Daily Press, LLC, et al.*, Case No. 5:16-cv-02039-SVW-KK  
26 (C.D. Cal. 2018) wage and hour class action involving misclassification of  
27 independent contractor newspaper carriers (\$500,000 settlement);  
28

1           r.       *Raymond Cressall, et al. v. Galpin Motors, Inc., et al.*, San Bernardino  
2 County Superior Court Case No. CIVDS1809319 (2019), wage and hour class action  
3 concerning overtime and meal and rest break violations in re a commission-only  
4 compensation plan (\$2,000,000);

5           s.       *Malone, et al., v KAG West, LLC, et al.*, County of Alameda Superior  
6 Court, Case No. RG15784137 (2019) wage and hour class action involving Labor  
7 Code overtime violations on behalf of delivery truck drivers (\$1,600,000);

8           t.       *Pae, et al. v. Fox Restaurant Concepts, LLC, et al.*, Case No. 2:16-CV-  
9 06965-DSF-FFM (C.D. Cal. 2019) wage and hour class action involving Labor Code  
10 off-the-clock, overtime, meal and rest break, and unreimbursed business expense  
11 violations on behalf of restaurant servers (\$900,000);

12           u.       *Miranda, et al. v. R&L Carriers Shared Services, LLC*, Case No. 2:18-cv-  
13 10063-SVW-JC (C.D. Cal. 2020), wage and hour class and PAGA action involving  
14 failure to provide meal and rest breaks and reimbursement of necessary expenditures  
15 to California-based truck drivers (\$375,000);

16           v.       *Delores Humes, et al. v. First Student, Inc.*, Case No. 1:15-cv-01861-  
17 BAM (E.D. Cal. 2020), wage and hour class action involving Labor Code wage  
18 statement violations on behalf of school bus drivers (\$650,000 settlement);

19           w.       *Rita Khatchadourian, et al. v. Sterling Bank and Trust, FSB*, Alameda  
20 County Superior Court Case No. RG19003028 (2020), wage and hour PAGA action  
21 concerning overtime, meal break, rest break, and commission agreement violations for  
22 bank employees (\$300,000 settlement);

23           x.       *Garcia v. Macy's West Stores, Inc., et al. ("Garcia IP")*, Case No. 3:16-  
24 cv-04440-WHO (N.D. Cal. 2020) wage and hour class action involving  
25 misclassification of independent contractors (\$3,500,000 partial settlement);

26           y.       *Espinoza v. Williams-Sonoma, et al.*, L.A.S.C Case No. BC693245 (2021)  
27 wage and hour class action involving misclassification of last-mile delivery drivers as  
28 independent contractors. (\$2,250,000);

1           z.       *Perez v. The Roman Catholic Archbishop of Los Angeles*, L.A.S.C Case  
2 No. BC714164 (2021) wage and hour class action involving Labor Code off-the-clock,  
3 overtime, meal and rest break, and unreimbursed business expense violations on  
4 behalf of cemetery groundskeepers (\$1,300,000);

5           aa.     *Walker v. CPM LTD d/b/a Manpower Temporary Services, et al.*, San  
6 Diego Sup. Ct. Case No. 37-2020-0017281-CU-OE-CTL (2021) wage and hour class  
7 action involving Labor Code off-the-clock, overtime, meal and rest break, and  
8 unreimbursed business expense violations on behalf of IT workers (\$2,000,000);

9           bb.     *Kim v. Korea Times of Los Angeles, Inc.*, L.A.S.C Case No. BC643503  
10 (2021) wage and hour class action involving Labor Code off-the-clock, overtime, meal  
11 and rest break, and unreimbursed business expense violations on behalf of newspaper  
12 employees (\$550,000.00);

13           cc.     *Chalian, et al. v. CVS Pharmacy, Inc., et al.*, United States District Court,  
14 Central District of California, Case No. :16-cv-08979-AB-AGR (2021), Class and  
15 PAGA action involving unpaid wages and meal and rest break violations for  
16 California pharmacists (\$10,371,346.60);

17           dd.     *Soursa v. Northeast Valley Health Corporation*, L.A.S.C Case No.  
18 20STCV02921 (2022) wage and hour class action involving Labor Code off-the-clock,  
19 overtime, meal and rest break violations on behalf of medical personnel (\$600,000);

20           ee.     *De Los Reyes v. Call-The-Car, LLC*, L.A.S.C Case No. 19STCV25782  
21 (2022) wage and hour class action involving Labor Code off-the-clock, overtime, meal  
22 and rest break violations on behalf of non-emergency paramedic drivers (\$400,000);

23           ff.     *Amirian, et al. v. Umpqua Bank*, L.A.S.C Case No. BC674115 (2022)  
24 wage and hour class action involving Labor Code off-the-clock, overtime, meal and  
25 rest break violations on behalf of various in-branch bank employees (\$1,250,000);

26           gg.     *Ornelas v. Tapestry, Inc.*, Case No. 3:18-cv-06453-WHA (N.D. Cal.  
27 2022), certified wage and hour class action involving Labor Code off-the-clock,  
28



overtime, meal and rest break violation premised on off-the-clock security checks for in-store retail employees (\$342,500);

hh. *Castenato, et al. v. Calop Business Systems, Inc.*, L.A.S.C. Case No. 20STCV03772 (2022) PAGA-only representative action involving Labor Code and Living Wage Ordinance violations for non-exempt employees of airport employees of LAX (\$300,000);

ii. *Broshinsky v. First Motor Group, LLC*, L.A.S.C. Case No. 20STCV38668 (2022), PAGA-only representative action involving car dealership commission-based employees alleging violations of the Labor Code (\$250,000);

jj. *Baker v. Hesler Logistics, LLC*, San Diego Sup. Ct. Case No. 37-2021-00007468-CU-OE-CTL (2022), PAGA-only representative action involving transportation delivery hourly employees alleging violations of the Labor Code for unpaid time (\$135,000);

kk. *Caballero v. Pilot Last Mile, LLC*, San Bernardino Sup Ct., Case No. CIVSB2102002 (2022), wage and hour class action involving misclassification of last-mile delivery drivers as independent contractors (\$1,000,000);

ll. *Espindola v. Building Cleaning Systems, Inc.*, Orange County Sup. Ct. Case No. 30-2019-01091001-CU-OE-CXC (2022), wage and hour class and PAGA action involving Labor Code off-the-clock, overtime, meal and rest break violations on behalf of janitorial employees (\$573,750);

mm. *Markovic v. BBG SD4 LLC*, San Diego Sup. Ct. Case No. 37-2020-00016435-CU-OE-CTL (2023), wage and hour class action involving restaurant employees alleging violations of the California Labor Code (\$400,000);

nn. *Garcia v. Barney's College, Inc.*, Alameda Sup. Ct. Case No. RG21113350 (2023), wage and hour class action involving restaurant employees alleging violations of the California Labor Code (\$575,000);

oo. *Trejo v. Anderson Charnesky Structural Steel Inc., et al.*, Riverside Sup. Ct. Case No. CVRI2201955 (2023), representative PAGA-only action involving Labor

Code violations for off-the-clock work, illegal rounding, overtime, and meal and rest break violations on behalf of warehouse employees (\$525,000);

pp. *Puente v. California Food Management, LLC, et al.*, Los Angeles Sup. Ct. Case No. 20STCV00647 (2023), representative PAGA-only action involving Labor Code violations for off-the-clock work, illegal rounding, overtime, and meal and rest break violations on behalf of warehouse employees (\$135,000);

qq. *Minniear, et al. v. Burke Williams, Inc., et al.*, Los Angeles Sup Ct. Case No. 20STCV02154 (2023), representative class and PAGA action involving Labor Code violations for failure to pay for all hours worked, including overtime on behalf of California-based estheticians (\$235,000).

### **RELEVANT FACTUAL & PROCEDURAL BACKGROUND**

8. Plaintiff filed this case on behalf of all individuals who tendered freight and facilitated transportation for Pilot Air Freight (“Pilot”) as Contract Carriers, Drivers and/or Helpers in the State of California (but excluding acknowledged employees of Pilot) during the Class Period, and all entities owned and controlled by Contract Carriers which contracted directly with Pilot to perform freight delivery services. Plaintiff’s suit also focused on the freight that was moved originated with Defendant Best Buy. Plaintiff contended that they were misclassified by Defendants as independent contractors when, in actuality, California law required them to be treated as employees. Defendants deny that Plaintiff or the other Drivers, Helpers, and Carriers were misclassified and assert that Plaintiff and Settlement Class Members were at all times properly treated as independent contractors.

10. On September 22, 2021, in compliance with Labor Code § 2699.3(a)(1), Plaintiff Christian Matute submitted written notice via online filing to the LWDA, setting forth the facts and theories of the violations alleged against Defendants, claiming that he and others were misclassified by Defendants as independent contractors. Plaintiff then filed this class action against Defendants on September 23, 2021, in Alameda County Superior Court, Case No. CIVSB2102002, entitled *Ashley Caballero v. Pilot Last Mile*,



1 *Inc.* (“Caballero PAGA Action”). Defendant promptly removed Plaintiff’s lawsuit to  
2 federal court where it is presently pending before Your Honor.

3         11. Plaintiff’s suit essentially contends that he and others were misclassified by  
4 Defendants as independent contractors and alleged causes of action on behalf of himself  
5 and other Contract Carriers, Drivers, and Helpers for: (1) Failure to Pay Minimum Wage;  
6 (2) Failure to Pay Overtime; (3) Failure to Reimburse Business Expenses; (4) Unlawful  
7 Deduction from Wages; (5) Failure to Provide Meal Periods; (6) Failure to Authorize and  
8 Permit Rest Periods; (7) Failure to Furnish Accurate Wage Statements; (8) Waiting Time  
9 Penalties; and (9) Violation of Unfair Competition Law. On January 27, 2022, Plaintiff  
10 filed the operative First Amended Complaint which added a tenth cause of action under  
11 the Private Attorneys General Act of 2004. Shortly thereafter, Defendants removed both  
12 matters to the United States District Court, Northern District of California.

13         12. In the spring of 2023, the parties and counsel in this action discussed the  
14 possibility of global mediation. To that end, the Parties scheduled a mediation with  
15 Francis J. Ortman III for December 2, 2022. The mediation was ultimately successful,  
16 and the Parties reaching a global settlement on May 2023.

17         13. The Parties sought preliminary approval of the class and PAGA settlement  
18 on August 15, 2023. That Court granted preliminary approval of the settlement on August  
19 18, 2023 [Dkt. 37]. Following Preliminary Approval, on or around October 16, 2023,  
20 Defendant sent the settlement administrator the data it had for the class members. As of  
21 November 27, 2023, the settlement administrator reports of zero opt outs, disputes, and  
22 objections to the proposed Settlement.

23         14. The Parties engaged in extensive discovery in order to develop their  
24 respective positions for this litigation and the mediation. Plaintiff sought discovery on  
25 the ways in which Defendants controlled the day-to-day aspects of the work of the  
26 Settlement Class Members. Plaintiff sought information on practices and procedures  
27 concerning how Settlement Class Members were to perform their jobs, what they had to  
28 do at the start of their shifts, what was required of them in getting their trucks ready before

1 going out on a delivery run, and how Settlement Class Members had to conduct  
2 themselves once they were underway on their routes. These documents included the  
3 contracts entered into between Pilot and Contract Carriers, records detailing all of the  
4 routes driven by Class Members for Defendants during the Class Period, policies and  
5 practices in place during the class period, detailing requirements and expectations for  
6 Class Members when delivering freight for Defendants, as well as data surrounding the  
7 number of current and former delivery drivers.

8 15. This discovery, in conjunction with the Parties' meet and confer efforts,  
9 resulted in the production of numerous documents and thousands of lines of data. Using  
10 the records detailing the routes driven by Class Members and the data surrounding the  
11 number of current and former Class Members, Class Counsel was able to provide  
12 numerous data points used in establishing a potential exposure model in preparation for  
13 mediation.

14 16. The proposed settlement is the result of approximately two years of  
15 investigation, formal and informal discovery, litigation and negotiations between the  
16 Parties. Plaintiff's attorneys undertook the prosecution of this wage and hour class action  
17 case on a contingency basis, thus the likelihood remained that if unsuccessful, they and  
18 the Class they sought to represent risk receiving nothing in return. The prospect of  
19 settlement of the case was discussed over a period of many months and negotiations were,  
20 at all times, adversarial, non-collusive, in good faith, and at arms-length. Thus, the  
21 Settlement Agreement is the product of extensive and informed negotiations between  
22 counsel with substantial litigation experience, who are fully familiar with the legal and  
23 factual issues in this case, and who have experience litigating and settling complex and  
24 class action cases, including employment cases.

25 **MY HOURLY RATE, LODESTAR, COSTS, AND WORK EXPENDED**

26 17. I served as co-lead counsel on this case. I have performed the following  
27 types of work: (1) corresponded with the Plaintiff and extensively interviewed him about  
28 his experiences at Pilot; (2) spoke to and interviewed numerous witnesses both before

1 litigation and after litigation commenced; (3) helped draft, review, and edit the original  
2 complaint and the amended complaint; (4) reviewed thousands of documents provided by  
3 Class Members and Defendants about the case, including reading and analyzing pay data  
4 and payroll documents, manifests, route sheets, and the relevant policies and procedure;  
5 (5) drafted written discovery requests; (6) analyzed thousand of documents to construct a  
6 damages model and determine the potential damages owed to the Class; (7) helped draft  
7 the mediation brief, and researched extensively the relevant case law; (8) participated in  
8 numerous strategy sessions; and (9) drafted several post-settlement motions and  
9 pleadings.

10 18. As set forth in Plaintiff's Motion for Attorneys' Fees, concurrently filed  
11 herein, a request of the benchmark 25% of the common fund is a reasonable fee under the  
12 circumstances of this case and is prima facie reasonable both because it is within the range  
13 of reasonableness of fees in similar cases, and because a cross-check of Class Counsel's  
14 lodestar confirms that the fee request here is reasonable.

15 19. My hourly rate is \$750.00. I believe this hourly rate to be justified in light of  
16 my experience and the excellent results I have achieved in the past, as detailed above, as  
17 well the rates I have been awarded in the past. For example, on two occasions in 2014  
18 and in 2015, I was approved at a rate of \$475 per hour in the *Leos* and *Meneses* cases.  
19 Subsequently, I was approved at a rate of \$550 in 2016 in *Garcia I*. After not raising my  
20 attorneys' fees for over two years, I raised my attorney fee rate per hour by \$25 for 2018.  
21 A little over two and half years later, in 2022, I raised my hourly rate to \$725 which was  
22 approved in the *Caballero* matter.

23 20. Aside from being warranted by our skill, experience and ability, PAGA  
24 Counsel rates that were used in application of the lodestar cross check in this case, are  
25 also supported by the Laffey Matrix attached hereto as **Exhibit "1"**. According to the  
26 Laffey Matrix, Class Counsel rates are less than or in line with the prevailing market rates  
27 (Michael Boyamian \$750.00/hr v. \$829.00/hr (15 years)).

28 21. Class Counsel has dedicated over 300 hours on this matter. As of the present

1 time, I have incurred 124 hours in litigating this matter. My hourly rate is \$750.00 and  
 2 as a result, my lodestar to date is \$93,000. As is set forth in the Declaration of my  
 3 colleague, Armand R. Kizirian's rate is \$575.00 per hour. Mr. Kizirian has devoted 179.8  
 4 hours on this matter (\$103,385.00). Collectively, Class Counsel's total lodestar is  
 5 \$196,385 which exceeds the requested fee amount of \$162,500. Moreover, I note that  
 6 neither I nor my co-counsel have received any attorneys' fees to date in this matter as we  
 7 have been representing Plaintiff and the Settlement Class entirely on a contingency basis.  
 8 I believe this to be an important consideration as the Court assesses my lodestar and the  
 9 total attorneys' fees to award to Class Counsel.

10 22. The Settlement also authorizes Class Counsel to seek reimbursement of up  
 11 costs incurred in the prosecution of this matter. I have reviewed the costs incurred in this  
 12 case. All of these costs and expenses were reasonable and necessary to bring this case to  
 13 closure and are typically billed to a client. The amount of outstanding costs for my firm  
 14 is \$18,012.17. Attached as **Exhibit "2"** is a true and correct copy of the invoice of costs  
 15 expended in this matter by my firm.

### 16 **CLASS REPRESENTATIVE ENHANCEMENT AWARD**

17 23. Plaintiff seeks a service award of \$10,000. Plaintiff's counsel is of the  
 18 opinion that the service award is reasonable and proper and is supported by the particular  
 19 circumstances of this case as well as the applicable law. Plaintiff responded to extensive  
 20 discovery and greatly assisted Plaintiff's counsel in developing the claims at issue in this  
 21 case. Moreover, the assistance Plaintiff provided allowed Plaintiff's Counsel to  
 22 effectively press the class's claims through mediations until such a time where resolution  
 23 was reached in this matter.

24 24. Prior to the lawsuit being filed, Plaintiff was invaluable in providing  
 25 information about Defendant's payment practices, the nature of Defendants' business  
 26 operations, Class Members' job duties, the types of shifts worked by Class Members. He  
 27 was effective in organizing other Drivers and Helpers to meet or get in touch with  
 28 Plaintiff's Counsel about their work and experience with Defendants. Plaintiff was

1 invaluable in providing information about Defendants' payroll practices, meeting with  
2 Class Counsel on one or more occasions, educating Class Counsel about the nature of the  
3 work they performed, and the nature of Defendants' business operations. Plaintiff  
4 cooperated with Class Counsel to prepare targeted written discovery on Defendants,  
5 searched for and produced pertinent documents, reviewed documents and discovery, and  
6 assisted Class Counsel in interpreting Defendants' contentions and production.  
7 Concurrently filed with Plaintiff's Motion for Attorneys' Fees and Costs is the declaration  
8 of Plaintiff Christian Matute attesting to the work he undertook as the proposed Class  
9 Representative.

10 25. Moreover, the Plaintiff here is an adequate class representative because he  
11 has raised claims that are similar to the claims of the other members of the Settlement  
12 Class. In addition, there is no indication that there are, or ever will be, any conflicts  
13 between the Plaintiff and the Settlement Class.

14 26. Given the difficulties faced in winning class certification and winning  
15 liability, Plaintiff's Counsel believes that this settlement provides excellent relief to  
16 current and former Drivers, Helpers, and Carriers. For that reason, Plaintiff's Counsel  
17 strongly believe and respectfully request that final approval of the proposed class action  
18 settlement should be granted and that the Court should award the requested fees and costs  
19 under the Settlement.

20 I declare under penalty of perjury that under the laws of the State of California  
21 and the United States of America that the foregoing is true and correct.

22 Executed on November 29, 2023, in Glendale, California.

23  
24 /s/Michael H. Boyamian  
25 Michael H. Boyamian  
26  
27  
28

## **EXHIBIT 1**



# 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 +
6/01/22- 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)

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

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

## **EXHIBIT 2**

		<i>Matute v. Pilot Air Freight</i>	USDC Case No. 4:22-cv-00587-YGR	<u>Case Costs</u>
Date	Vendor	Notes (if applicable)	Amount	Source
2021-09-23	Alameda Filing	CX, CCCS, Summons	\$1,435.00	Visa 8744
2021-09-23	One Legal	CX, CCCS, Summons	\$122.50	Visa 8744
2021-09-27	One Legal	Service of Process - Initiating Docs (x2)	\$80.00	Visa 8744
2021-09-27	One Legal	POS of Summons (x2)	\$60.00	Visa 8744
2021-11-01	GreenFiling	Ntc of CDH & Tent. Ruling	\$15.95	Visa 8744
2022-01-13	GreenFiling	Stip & Prop Order to File FAC	\$35.55	Visa 8744
2022-01-28	GreenFiling	Joint Complex Statement	\$14.95	Visa 5662
2022-01-27	GreenFiling	FAC	\$14.95	Visa 5662
2022-10-12	Ortman Mediation	Mediation Fees	\$15,000.00	Check No. 1026
2022-11-16	LASC	Document Retrieval	\$85.60	Visa 0972
2023-08-03	LASC	Document Retrieval	\$40.00	ARK Reimbursement
2023-08-14	Southwest	MPA Hearing	\$659.97	ARK Reimbursement
2023-08-15	Burbank Airport	Parking	\$34.00	ARK Reimbursement
2023-08-15	Southwest	Wifi	\$8.00	ARK Reimbursement
2023-08-15	BART	To/From Oakland Courthouse	\$18.00	ARK Reimbursement
2023-11-29	Southwest	MFA Hearing	\$327.70	ARK Reimbursement
2023-01-23	Burbank Airport	Parking	\$34.00	ARK Reimbursement
2023-01-23	Southwest	Wifi	\$8.00	ARK Reimbursement
2023-01-23	BART	To/From Oakland Courthouse	\$18.00	ARK Reimbursement
		<b>TOTAL</b>	\$18,012.17	