

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
MARICRUZ TORRES

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
MARICRUZ TORRES

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

MARICRUZ TORRES, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

COASTAL BUILDING SERVICES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22STCV20308

*[Assigned for all purposes to the Hon. Samantha
P. Jessner, Dept. SSC-7]*

**[AMENDED ~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: May 5, 2026
Time: 10:00 a.m.
Dept.: SSC-7

1 This matter came on regularly for hearing before this Court on May 5, 2026, pursuant to
2 California Rule of Court 3.769 and this Court's January 9, 2026 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Second
4 Amended Class Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and
5 the documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received
7 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
10 Motion for Final Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All individuals who worked as non-exempt employees of Defendant Coastal
15 Building Services, Inc. in California at any time during the Class Period.

16 Class Period means the period of time starting on June 22, 2018 and ending on
17 February 14, 2024.

18 This includes Aggrieved Employees, defined as:

19 All individuals who worked as non-exempt employees of Defendant Coastal
20 Building Services, Inc. in California at any time during the PAGA Period.

21 The PAGA Period means the period of time starting on June 22, 2021 and ending
22 on February 14, 2024.

23 2. Plaintiff Maricruz Torres is hereby confirmed as Class Representative, and Scott M.
24 Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law
25 Group, APC are hereby confirmed as Class Counsel.

26 3. Notice was provided to the Settlement Class of 445 as set forth in the Settlement. The
27 form and manner of notice were approved by the Court on January 9, 2026, and the notice process has

28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 been completed in conformity with the Court's Order. The Court finds that said notice was the best
2 notice practicable under the circumstances. The Court Approved Notice of Class Action Settlement and
3 Hearing Date for Final Court Approval provided due and adequate notice of the proceedings and matters
4 set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements
5 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

6 4. The Court finds that no Settlement Class member objected to the Settlement, that zero
7 (0) of the 445 Settlement Class Members have requested to be excluded/opted out of the Settlement, and
8 that the 100 percent participation rate in the Settlement supports final approval.

9 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as
10 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
11 to its terms.

12 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
13 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
14 questions of law or fact common to the Settlement Class, and there is a well-defined community of
15 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
16 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;
17 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class
18 Members; (e) a class action is superior to other available methods for an efficient adjudication of this
19 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the
20 Settlement Class.

21 7. The Court finds that given the absence of objections to the Settlement, and objections
22 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

23 8. The Court orders Defendant to deliver the Settlement Amount of Six Hundred Sixty-Nine
24 Thousand Forty-Three Dollars and Thirty-Eight Cents (\$669,043.38) to Phoenix Settlement
25 Administrators, the Settlement Administrator, as provided for in the Settlement. Specifically, Defendant
26 shall fully fund the Gross Settlement Amount, including all amounts necessary to fully pay Defendant's
27 share of payroll taxes, by transmitting such funds to the Administrator in two separate payments: (1)
28

1 \$469,000.00 by no later than December 31, 2025 and (2) the remaining \$200,043.38 (plus all amounts
2 necessary to fully pay its share of payroll taxes) by the later of (a) May 1, 2026 or (b) thirty (30) days
3 after the Effective Date. Effective Date means the date by when both of the following have occurred:
4 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
5 Judgment is final.

6 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
7 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
8 the Settlement Class member.

9 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
10 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
11 in conformity with the terms of the Settlement.

12 11. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
13 Maricruz Torres is appropriate for her risks undertaken and service to the Settlement Class. The Court
14 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make
15 this payment in conformity with the terms of the Settlement.

16 12. The Court finds that attorneys' fees in the amount of \$223,014.46 and actual litigation
17 costs of \$19,223.36 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
18 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

19 13. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from the
20 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
21 finds that sum appropriate.

22 14. The Court finds that the payment of \$30,000.00 in PAGA Penalties to the California
23 Labor & Workforce Development Agency ("LWDA") and Aggrieved Employees as settlement of
24 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
25 ("PAGA") is fair, reasonable, and adequate. The Court orders the Settlement Administrator to distribute
26 \$22,500.00 (or 75 percent of the PAGA Penalties) to the LWDA in conformity with the terms of the
27 Settlement. The remaining 25 percent, or \$7,500.00 of the PAGA Penalties, is to be distributed to the
28

326 Aggrieved Employees in conformity with the terms of the Settlement. The highest Individual PAGA Payment to an Aggrieved Employee is approximately \$61.49, the average Individual PAGA Payment to be paid is approximately \$23.01, and the lowest Individual PAGA Payment to be paid is approximately \$0.88.

15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

16. After the above deductions, attorneys' fees (\$223,014.46), attorneys' litigation costs (\$19,223.36), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs (\$10,000.00), and PAGA Penalties (\$30,000.00), the Net Settlement Amount of \$379,305.56 is to be distributed to 445 Settlement Class members, that worked a total of 28,314 workweeks during the Class Period, in conformity with the terms of the Settlement. The lowest Individual Settlement Share to be paid to a Settlement Class member is approximately \$1.88, the highest Individual Settlement Share is approximately \$3,232.34, and the average Individual Settlement Share to be paid is approximately \$852.37.

17. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have released the Released Claims as set forth below, and will be permanently barred from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

Upon the date on which the full payment of the Gross Settlement Amount and associated employer-side taxes are made by Defendant, by virtue of this Judgment, Plaintiff and all Participating Class Members release Defendant and all of its present and former parent companies, subsidiaries, affiliates, and joint ventures, and all of owners, officers, managers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any person acting by and through, under or in concert with any of them ("Released Parties") from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or ascertained in the course of the

1 Action and which occurred during the Class Period. The claims released include, without
2 limitation: (1) failure to pay all overtime wages owed; (2) failure to reimburse necessary business
3 expenses; (3) failure to provide accurate, itemized wage statements; (4) failure to timely pay all
4 wages upon termination; (5) unfair business practices in violation of Business and Professions
5 Code section 17200, *et seq.* premised on the above claims; and violation of or liability under
6 California Labor Code sections 201, 202, 203, 204, 226 *et seq.*, 510, 558, 1194, 1198, 2802 and
7 the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related
8 claims for attorneys' fees and costs.

9
10 All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA
11 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
12 the operative First Amended Complaint and/or the PAGA Notice and/or ascertained in the course
13 of the Action and which occurred during the PAGA Period. The claims released include, without
14 limitation (1) failure to pay all overtime wages owed; (2) failure to reimburse necessary business
15 expenses; (3) failure to provide accurate, itemized wage statements; (4) failure to pay all earned
16 wages at least twice during each calendar month; (5) failure to maintain accurate records; (6)
17 failure to timely pay all final wages due; and (7) and any and all related claims for attorneys'
18 fees and costs.

19 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
20 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
21 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
22 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

23 19. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
24 and the Judgment entered in connection with the Settlement.

25 //

1 20. The Settlement Administrator shall file a declaration regarding the disbursement of
2 Settlement funds on or before ~~January 15, 2027.~~ April 28, 2027.

3
4 **IT IS SO ORDERED.**

5
6 Dated: 05/05/2026, ~~2026~~



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner/Judge

Honorable Samantha P. Jessner
Judge of the Superior Court