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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 Hon. Samantha
P. Jessner, SSC-7]*

**SUPPLEMENTAL DECLARATION OF
SCOTT M. LIDMAN IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 2, 2025
Time: 11:00 a.m.
Dept.: SSC-7

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
3 for the named Plaintiff Maricruz Torres (“Plaintiff”) and the proposed Settlement Class in the
4 above-captioned matter. I am a member in good standing of the bar of the State of California and
5 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. On July 1, 2025, I received the Motion for Preliminary Approval - Tentative posted
8 by the Court on Case Anywhere.

9 3. After review of the tentative ruling, Plaintiff and Defendant Coastal Building
10 Services, Inc. (“Defendant”), by and through their counsel, amended the settlement agreement to
11 resolve the conflict of when funding will take place (Settlement, ¶ 4.3) and when payments will
12 be mailed to the proposed settlement class (Settlement, ¶ 4.4). By and through the amendment,
13 the payments will be made by the Administrator within 14 days of funding by the Defendant,
14 rather than 14 days after the Effective Date. A true and correct copy of the fully executed First
15 Amendment to Class Action and PAGA Settlement Agreement and Class Notice is attached
16 hereto as **Exhibit 1**.

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

19 Executed on July 1, 2025 at El Segundo, California.

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Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This First Amendment to Class Action and PAGA Settlement Agreement and Class Notice is reached by and between Plaintiff Maricruz Torres ("Plaintiff"), individually and on behalf of all members of the Settlement Class, on the one hand, and Defendant Coastal Building Services, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties."

The Parties hereby agree, by and through their attorneys of record, to be bound by the terms in this First Amendment to Class Action and PAGA Settlement Agreement and Class Notice (this "Amendment") which is intended to replace and supersede Paragraph 4.4 of the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement Agreement") as set forth below. Terms used herein shall have the same meaning as in the Settlement Agreement unless defined differently in this Amendment. This Amendment is being made in accordance with Paragraph 11.10 of the Settlement Agreement which provides as follows: "Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court." (Emphasis added)

The Settlement Agreement shall be modified as follows:

Paragraph 4.4 is hereby amended to now state as follows:

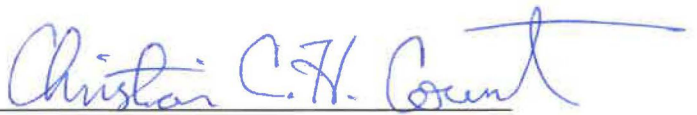
Payments from the Gross Settlement Amount. Within 14 days after Defendant's funding of the Gross Settlement Amount pursuant to Paragraph 4.3, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

DATED:

July 1, 2025

WESIERSKI & ZUREK LLP

By:



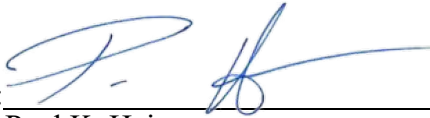
Christopher P. Wesierski

Christian C.H. Counts

Attorneys for Defendant COASTAL BUILDING
SERVICES, INC.

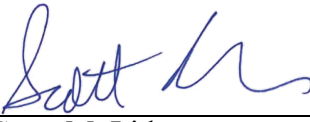
DATED: July 1, 2025

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff MARICRUZ TORRES

DATED: July 1, 2025

LIDMAN LAW, APC

By: 
Scott M. Lidman
Attorneys for Plaintiff MARICRUZ TORRES