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**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]*

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

Date: May 5, 2026
Time: 10:00 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 for the
3 named plaintiff Maricruz Torres (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law
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
28

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
28 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 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

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.

27 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

28 ⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

28 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 Plaintiff 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 June 22, 2022, Plaintiff filed the instant putative class action complaint. On June
2 22, 2022, Plaintiff submitted a letter to the California Labor & Workforce Development Agency
3 (“LWDA”) and Defendant advising of her intention of filing a claim under the Private Attorneys
4 General Act of 2004 (“PAGA”) based on the Labor Code violations as alleged in her operative
5 complaint. On October 14, 2022, after exhausting her administrative remedies, Plaintiff filed a First
6 Amended Class and Representative Action Complaint adding a cause of action for civil penalties under
7 the PAGA. Thus, Plaintiff’s primary claims are that Defendant: (1) failed to pay all overtime wages
8 owed; (2) failed to reimburse necessary business expenses; (3) failed to provide accurate, itemized
9 wage statements; (4) failed to timely pay all wages upon termination; (5) engaged in unfair competition;
10 and (6) is liable for civil penalties under the PAGA.

11 11. Prior to mediation, the Parties engaged in formal and informal discovery. Defendant
12 served responses to Form Interrogatories - General (Set One), Form Interrogatories – Employment Law
13 (Set One); Special Interrogatories (Set One); Special Interrogatories (Set Two); and Requests for
14 Production of Documents (Set One) and provided responsive documents, including timekeeping and
15 pay records for the putative class. Plaintiff also took the deposition of Defendant’s Person Most
16 Knowledgeable and the Parties completed the Belaire-West notice process.

17 After agreeing to participate in private mediation, Defendant informally produced a sampling of
18 timekeeping and pay records for the putative class.

19 This data sampling, coupled with Defendant’s discovery responses, aided in Plaintiff’s creation
20 of a class-wide exposure model for all the claims at issue, including unpaid overtime wages and
21 penalties potentially owed for alleged wages and meal and rest period violations. Ultimately, this
22 discovery allowed the parties to assess the merits and value of Plaintiff’s claims and Defendants’
23 defenses thereto.

24 12. On December 3, 2024, a mediation was held with Henry J. Bongiovi, Esq., a well-
25 respected wage and hour class action mediator. During mediation, the parties vigorously debated their
26 opposing legal positions, the likelihood of certification of Plaintiff’s claims, and the legal basis for the
27 claims and defenses.

28 //

1 13. Plaintiff filed with the Court her Motion for Preliminary Approval, along with the
2 Settlement, on April 24, 2025. On July 1, 2025, the Parties executed the First Amendment to Class
3 Action and PAGA Settlement Agreement and Class Notice to reflect a change in the timing of when
4 payments from the Gross Settlement Amount will be made. The Court granted preliminary approval of
5 the class action settlement, approving the settlement, on July 2, 2025.

6 Defendant needed additional time to gather all Class Data and, pursuant to a stipulation and
7 signed order, the implementation schedule was extended. The Settlement Administrator notified the
8 Parties that the escalator clause was triggered, and the Parties executed the Second Amended Class
9 Action and PAGA Settlement Agreement and Class Notice and revised the Notice to reflect as much.
10 On December 3, 2025, Plaintiff submitted to the Court the Second Amended Class Action and PAGA
11 Settlement Agreement and Class Notice, revised Notice, and an amended proposed order granting
12 preliminary approval.

13 Subsequently on January 9, 2026, the Court granted preliminary approval of the class action
14 settlement, approving the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the
15 Order Granting Preliminary Approval.

16 14. There are 445 total Settlement Class members defined as: “all individuals who worked
17 as non-exempt employees of Defendant Coastal Building Services, Inc. in California at any time during
18 the Class Period.” The Class Period is the period from June 22, 2018 through February 14, 2024.

19 15. Aggrieved Employee is defined as “all individuals who worked as non-exempt
20 employees of Defendant Coastal Building Services, Inc. in California at any time during the PAGA
21 Period.” The PAGA Period is the period from June 22, 2021 through February 14, 2024.

22 16. Plaintiff’s primary theory of liability is related to Defendants’ alleged failure to pay
23 Settlement Class members for all overtime hours worked. Specifically, Plaintiff alleges Defendant
24 miscalculated overtime hours and did not pay all overtime hours at 1.5 times the regular rate of pay.
25 As such, the employees were routinely underpaid for their time worked.

26 17. Defendant contends that it later compensated Settlement Class Members for their
27 overtime worked, and otherwise significantly over estimated the total number of alleged unpaid
28

1 overtime hours. Defendant also asserts that Plaintiff would be unable to certify an overtime class given
2 the individualized inquiries that would be required.

3 18. Plaintiff also alleges that Defendant failed to reimburse her and Settlement Class
4 Members for all necessary business expenses incurred. Specifically, Defendant required Plaintiff and
5 Settlement Class Members to use their personal cellular phones for work-related purposes but did not
6 reimburse the Settlement Class Members for such usage. Despite knowing that Settlement Class
7 Members had incurred necessary business expenses to communicate with team members and submit
8 documents, Defendant failed to reimburse putative class members in violation of Labor Code § 2802.

9 19. Defendant counters that reimbursing non-exempt employees \$50 a month for the use of
10 their personal cellular phone, as Plaintiff has valued the claim, is unusually high and unreasonable.
11 Defendant also argues that this claim is not suitable for class treatment because it would require
12 individualized determinations as to how often each employee used a personal cellular phone and how
13 much of that use was a reasonable percentage of their individual monthly expenses.

14 20. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation
15 of Labor Code § 226 as a result of the alleged unpaid overtime wages described above.

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

20 22. Plaintiff alleges that that as a result of failing to pay all wages owed at the end of
21 employment, Defendant is liable for waiting time penalties under Labor Code § 203.

22 23. Defendant asserts it has strong defenses to the waiting time claim because there exist
23 good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties.

24 24. Plaintiff seeks civil penalties under the PAGA as a result of the foregoing alleged Labor
25 Code violations.

26 25. Defendant argues that Plaintiff’s PAGA claim will fail for the same reasons that her
27 underlying claims will fail. Defendant also maintains that, given its good faith defenses, this Court
28

1 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant
2 liable for any of Plaintiff's claims.

3 26. In my experience in wage and hour class action matters similar to this one, fee awards
4 generally average around one-third of the gross recovery.

5 27. My law firm's and co-counsel's work on this case includes, but is not limited to:
6 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, drafting
7 discovery requests and reviewing Defendant's discovery responses, reviewing Defendants' documents
8 and policies, deposing Defendant's Person Most Knowledgeable, drafting Belaire-West notice,
9 analyzing timekeeping data and payroll records, creating a comprehensive damages model, drafting a
10 mediation brief, preparing for and attending mediation, negotiating and preparing the long-form
11 settlement agreement, preparing the Motions for Preliminary and Final Approval, overseeing the
12 settlement administration process, and otherwise litigating this case.

13 28. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
14 dedicated substantial resources to this litigation, including expending a total of \$18,773.36, in actual
15 costs, have devoted substantial time to this litigation and expect to incur approximately \$450.00 in
16 future costs for filing the instant motion, filing the final declaration regarding distribution of
17 settlement, Case Anywhere fees, service and messenger fees, postage fees, and costs for future
18 appearances. A true and correct copy of my firm's and Haines Law Group's costs summary in this
19 matter is attached hereto as **Exhibit B**.

20 29. My experience in matters similar to this one was integral in evaluating the strengths
21 and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of
22 wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive
23 state and federal law, as well as the procedural law of class action litigation. This case involved
24 nuanced legal issues including questions surrounding Defendants' obligation to "provide" meal
25 periods, "authorize and permit" rest periods, and the propriety of statutory and civil penalties, to name
26 just a few.

30. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for almost four (4) years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel will have advanced \$19,223.36 in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

In this case, Class Counsel have a lodestar of \$172,830.00 which results in a multiplier of approximately 1.29 compared to the \$223,014.46 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 (27th Year Attorney)	\$900	82.4	\$74,160.00
Elizabeth Nguyen ⁶ (20th Year Attorney)	\$800	38.7	\$30,960.00
Paul K. Haines (19th Year Attorney)	\$800	15.2	\$12,160.00
Milan Moore (10th Year Attorney)	\$650	47.5	\$30,875.00
Tiara Gose-Hardy (7th Year Attorney)	\$525	38.2	\$20,055.00
Paralegals	\$200	23.1	\$4,620.00
Total Lodestar			\$172,830.00

31. My proposed hourly rate of \$900, Ms. Nguyen's and Mr. Haines' proposed hourly rate of \$800, Ms. Moore's proposed hourly rate of \$650, and Ms. Gose-Hardy's proposed hourly rate of

⁶ Attorney Elizabeth Nguyen worked on the case before she parted with Lidman Law, APC in January 2024.

1 \$525 are reasonable in light of our respective skills, wage and hour class action litigation experience,
2 reputation, and fee awards to other attorneys of similar experience in California. Moreover, our
3 requested hourly rates are in line with the *Laffey Matrix*, a true and correct copy of which is attached
4 hereto as **Exhibit C**.

5 32. The attorneys' fee award requested is consistent with those routinely awarded by
6 California superior courts. California superior courts frequently grant common fund awards of 33%.
7 *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb.
8 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*,
9 No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of
10 lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles
11 County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar
12 crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3,
13 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*,
14 No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots*
15 *Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004)
16 (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July
17 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior
18 Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement).

19 33. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of
20 the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct.,
21 Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film*
22 *Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct.,
23 Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August
24 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008,
25 Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct.,
26 January 15, 2014, Case No. 26-56886 (40%).

34. 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.

35. The requested enhancement payment to Plaintiff of \$7,500.00 is also reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of Settlement Class members. Plaintiff gathered documents for use in the lawsuit and attended several meetings with Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the settlement reached. Thus, the enhancement payment to Plaintiff is appropriate and justified as part of the Settlement and should be finally approved.

36. Plaintiff submitted to the LWDA her Motion for Preliminary Approval and proposed Settlement on April 24, 2024. The First Amendment to Class Action and PAGA Settlement Agreement and Class Notice was submitted to the LWDA on July 1, 2025. On December 3, 2025, Plaintiff submitted to the LWDA the Second Amended Class Action and PAGA Settlement Agreement and Class Notice. The signed Amended Order Granting Preliminary Approval was submitted to the LWDA on January 12, 2026. True and correct copies of confirmation of submission are attached hereto as **Exhibits D-G, respectively**.

37. Plaintiff has 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 April 13, 2026, at El Segundo, California.

Scott M. Lidman

EXHIBIT A

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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]*

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

Action Filed: June 22, 2022

Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

01/09/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

1 The Motion of Plaintiff Maricruz Torres (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement came regularly for hearing before this Court on July 2, 2025 at 11:00 a.m. The Court, having
3 considered the proposed original Class Action and PAGA Settlement Agreement and Class Notice (the
4 “Settlement”), attached as Exhibit 2 to the Declaration of Scott M. Lidman filed concurrently with the
5 Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement,
6 Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith;
7 and good cause appearing, the Court granted preliminary approval on July 2, 2025. After further
8 discussions among the Court and the Parties and the Court having considered the proposed Second
9 Amended Class Action And PAGA Settlement Agreement and Class Notice submitted by the Parties,
10 HEREBY AMENDS ITS JULY 2, 2025 PRELIMINARY ORDER AS FOLLOWS:

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

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

20 The “Class Period” shall mean the period of time starting on June 22, 2018 and
21 ending on February 14, 2024.

22 3. For purposes of the Settlement, the Court designates named Plaintiff Maricruz Torres as
23 Class Representative, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC
24 and Paul Haines of Haines Law Group, APC as Class Counsel.

25 4. The Court designates Phoenix Class Action Administration Solutions as the third-party
26 Settlement Administrator for mailing notices.

27 5. The Court approves, as to form and content, the Notice of Class Action Settlement and
28 Hearing Date for Final Court Approval (“Class Notice”) and is attached to the Second Amended

1 Settlement as Exhibit A.

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

9 7. The Court further approves the procedures for Settlement Class Members to opt out of or
10 object to the Settlement, as set forth in the Class Notice.

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

15 9. The Court directs the Settlement Administrator to mail the Class Notice to the members
16 of the Settlement Class in accordance with the terms of the Settlement.

17 10. The Class Notice shall provide 60 calendar days' notice for members of the Settlement
18 Class to opt out of, or object to, the Settlement.

19 11. The Final Fairness Hearing on the question of whether the Settlement should be finally
20 approved as fair, reasonable, and adequate is scheduled in Department 7 of this Court, located at 312
21 North Spring Street, Los Angeles, California, 90012 on May 5, 2026 at 10:00 a.m.

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

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

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

14. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Information from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 Court days prior to the Final Approval Hearing
Final Fairness Hearing:	May 5, 2026 at 10:00 a.m.

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: 01/09/2026



A handwritten signature in black ink, appearing to read "S. Jessner", is written over a horizontal line.

Samantha Jessner/Judge

Honorable Samantha P. Jessner
Judge of the Superior Court

EXHIBIT B

Expense Summary
Maricruz Torres v. Coastal Building Services, Inc.

EXPENSE	AMOUNT
Mediation Costs	\$8,000.00
Filing, Service and Messenger Fees	\$5,863.60
Expert Fees	\$2,762.50
Deposition Costs	\$1,949.45
Document Purchase Costs	\$18.40
Copying Costs	\$133.00
Postage and Mailing Costs	\$46.41
Anticipated Costs (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:	\$19,223.36

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 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
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

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, April 24, 2025 5:20:08 PM

04/24/2025 05:18:45 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

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, July 1, 2025 3:54:29 PM

07/01/2025 03:54:04 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 F

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, December 3, 2025 1:27:22 PM

12/03/2025 01:26:48 PM

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

Item submitted: Proposed Settlement

On 12/03/2025 01:26:48 PM your Proposed Settlement was successfully processed for case number LWDA-CM-890802-22

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 G

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Monday, January 12, 2026 2:11:57 PM

01/12/2026 02:11:34 PM

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

Item submitted: Court Order or Judgment

On 01/12/2026 02:11:34 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-890802-22

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