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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, Dept. SSC-7]*

**DECLARATION OF PLAINTIFF MARICRUZ
TORRES IN SUPPORT OF APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 2, 2025

Time: 11:00 a.m.

Dept.: SSC-7

Complaint Filed: June 22, 2022

Trial Date: None Set

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I, MARICRUZ TORRES, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Coastal Building Services, Inc. (“Defendant”) as a non-exempt employee from approximately December 2020 through about April 1, 2022. During my employment with Defendant, I was employed as a cleaner and my job duties included disinfecting warehouse equipment and routine cleaning of premises. I was subject to Defendant’s wage and hour policies and practices at all times during my employment.

3. It is my understanding that I was not compensated for all of my hours worked. Specifically, I regularly worked several hours at one location, traveled to a second location, and worked another shift for several hours, entitling me to overtime hours. I am informed and believe that Defendant counted my daily hours worked as separate hours and did not include them when calculating overtime. Further, when I worked seven days in a row, Defendant did not pay me two times my regular rate of pay for hours worked on the seventh day.

4. I do not believe I was reimbursed for the use of my personal cellular phone for business purposes. Defendant required me to use my cellular phone to regularly communicate with it, but I was not reimbursed for the use.

5. Defendant rounded and/or shaved my time worked on my timesheets such that I was not paid all of my minimum and overtime wages. I am informed and believe that Defendants required my supervisor to record my hours worked and the supervisor would record rounded hours and not the actual time I began and/or stopped working.

6. As a result of these violations, I also do not believe I received accurate and complete wage statements.

1 7. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage
2 claims against Defendant. Even before this lawsuit was filed, I worked closely with my lawyers on
3 this case. I answered all of their questions about my employment and made myself available whenever
4 I was needed. Prior to filing the lawsuit, I would speak with the attorneys to go over whatever topics
5 they wished to discuss, including my responsibilities as a class representative.

6 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
7 my former co-workers and current employees of Defendant by helping them recover their unpaid
8 overtime wages and reimbursement for use of their personal cellular phone for business purposes. I
9 knew that there was a risk that I could be liable for Defendant's costs if we lost the case. I accepted
10 this risk because I wanted Defendant to compensate their current and former employees for all unpaid
11 overtime wages and reimbursement for use of their personal cellular phone for business purposes. Even
12 though I understood that joining a lawsuit is a public record and could stigmatize me and may affect
13 my future employability in this industry or any other industry because there is a risk that future
14 employers would not want to interview and/or hire someone who has sued an employer, I accepted that
15 burden for the benefit of other employees of Defendant.

16 9. Without counsel and the assistance of myself, I do not believe we would have gotten
17 the proposed settlement which will benefit the other employees. Indeed, if I had not sought legal
18 representation to enforce California's labor laws, I do not believe my former co-workers and current
19 employees of Defendant and California's Labor and Workforce Development Agency ("LWDA"),
20 which I understand will receive a portion of the proposed settlement, would have received any of the
21 settlement funds.

22 10. I have been actively involved in this case since initiating this lawsuit back in June 2022.
23 Among other things, I gathered various employment related documents for use in the lawsuit. Without
24 revealing and/or waiving attorney-client privileged communications, I also communicated with my
25 attorneys on numerous occasions throughout the litigation to make sure they had my most current
26 information and any additional information to help move the case forward.

1 11. Additionally, I worked with my lawyers to prepare for the mediation and was available
2 that day for any questions that arose.

3 12. When my attorneys told me that we reached a settlement in this case, I spent time
4 discussing the settlement agreement with my attorneys. I wanted to understand everything before I
5 signed the settlement agreement. I believe I represented the Settlement Class members and the LWDA
6 to the best of my ability and put the interests of the Settlement Class ahead of my own. I believe that I
7 have spent approximately five to eight hours in total on activities related to this case.

8 13. I am not involved in any other lawsuits. As far as I am aware, I have no conflicts with
9 any of the other Settlement Class members.

10 14. As part of the proposed Settlement, I have also agreed to a general release of claims
11 related to my employment with Defendant that extends beyond the release applicable to members of
12 the Settlement Class up through the date I signed the settlement agreement. I understand that this
13 includes all claims, whether known or unknown, under federal, state, or local law against Defendant.

14 15. I understand that my attorneys will request that the Court award me a Service Award of
15 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Award is not
16 contingent upon me supporting the proposed Settlement.

17 I have reviewed this written statement and fully understand all of its contents. I declare under
18 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

19 Executed on 17 marzo, 2025 at La puente, California.

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22 Maricruz torres (Mar 17, 2025 22:09 PDT)

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