

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
DAWN WILLIAMSON

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
DAWN WILLIAMSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

DAWN WILLIAMSON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SEAPORT GROUP ENTERPRISES, LLC, a
California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. 37-2023-00011420-CU-OE-CTL

*[Assigned for All Purposes to Hon. Michael D.
Washington, Dept. C-73]*

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

Date: April 24, 2026
Time: 9:00 a.m.
Dept.: C-73

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 Dawn Williamson (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am admitted
5 to practice in this Court. I have personal knowledge of the facts stated in this declaration and could
6 testify 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
- 23
- 24
- 25

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.

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

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

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 March 20, 2023, Plaintiff filed a putative class action complaint against Defendant
2 in San Diego County Superior Court. March 20, 2023, Plaintiff submitted a letter to the California
3 Labor & Workforce Development Agency (“LWDA”) and Defendant advising of his intention of filing
4 a PAGA claim based on the Labor Code violations alleged in his operative complaint. On May 25,
5 2023, Plaintiff filed a First Amended Class Action and Representative Action Complaint. *Id.* The
6 primary allegations are that Defendant: (1) failed to provide meal periods; (2) failed to provide
7 accurate, itemized wage statements; (3) engaged in unfair competition; and (4) is liable for civil
8 penalties under the PAGA.

9 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s allegations
10 are that Defendant has violated the California Labor Code by engaging in a uniform practice and
11 procedure, with respect to Plaintiff and the Class Members, of, *inter alia*, failing to provide compliant
12 meal periods and associated premium pay, failing to provide compliant wage statements, and thereby
13 engaged in unfair business practices in violation of California Business and Professions Code section
14 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA. Plaintiff contends that she,
15 and the Class Members, are entitled to, *inter alia*, unpaid meal period wages, penalties (including and
16 not limited to, penalties pursuant to PAGA), and attorneys’ fees.

17 12. After agreeing to participate in private mediation, Defendant informally produced
18 timekeeping and payroll data for Plaintiff, its wage and hour policies and other documents and
19 information relevant to the claims alleged, and the list of putative class members with their hire and
20 termination dates. After a detailed review of the payroll and time records and other documents and
21 policies produced by Defendant, Class Counsel drew on their extensive experience in similar cases to
22 assess the strengths and weaknesses of Plaintiff’s case. *Id.* This informal discovery allowed the parties
23 to assess the merits and value of Plaintiff’s claims and Defendant’s defenses thereto, if a settlement
24 could not be reached.

25 13. On August 27, 2024, after extensive research and analysis, a full-day mediation was
26 held with Kevin Barnes, a well-respected and experienced wage and hour class action mediator.
27 During mediation, the parties vigorously debated their opposing legal positions, the likelihood of
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1 certification of Plaintiff's claims, and the legal basis for the claims and defenses. The Parties also
2 discussed Seaport's financial condition and ability to pay a class-wide settlement. Afterwards, Seaport
3 produced financial documents in support of its representations made during mediation. Ultimately,
4 after months of continued direct negotiations, the parties agreed in principle on a class-wide resolution.
5 In the months that followed, the parties finalized the terms of settlement and executed the Stipulation
6 of Settlement ("Settlement").

7 14. Plaintiff alleges that she and Class Members were not provided with all legally-required
8 meal periods, including first meal periods beginning before the end of the fifth hour of work and second
9 meal periods. Plaintiff further alleges that meal periods were often less than thirty minutes due to
10 Defendant's unlawful meal period practices. Based on the records provided, it appeared to be an 18%
11 meal period violation.

12 15. Defendant counters that it has always provided non-exempt employees with an
13 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
14 employee timekeeping records were solely the result of employee choice, rather than any policy or
15 practice of Defendants. Defendant points out that it is only required to "provide" the opportunity to
16 take meal periods, not "ensure" meal periods are taken, and that they have always done so. Finally,
17 Defendant contends Plaintiff's meal period claim is not suited for class certification, since individual
18 inquiries would be required to assess which employees took non-compliant meal periods, how many
19 meal periods were non-compliant or missed, and the reasons why a particular employee took a non-
20 compliant meal period or missed a meal period during a particular shift.

21 16. Plaintiff alleges that Defendant issued inaccurate wage statements in violation of Labor
22 Code § 226 as a result of the alleged unpaid meal period premium wages described above.

23 17. Defendant contends that Plaintiff cannot show that it was "intentional," and that Plaintiff
24 cannot show that she or any other employee "suffer[ed] injury" as a result of the alleged wage statement
25 violations, as required by Lab. Code § 226(e) for imposition of penalties.

26 18. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
27 Labor Code violations.

1 19. Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that her
2 underlying claims will fail. Defendant also maintains that, given its good faith defenses, this Court
3 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant
4 liable for any of Plaintiff's claims.

5 20. Plaintiff submitted the Stipulation of Settlement to the Court with her Motion for
6 Preliminary Approval on June 4, 2025. On August 1, 2025, the Court issued an Order Granting
7 Preliminary Approval of the Settlement. A true and correct copy of the Order Granting Preliminary
8 Approval is attached hereto as **Exhibit A**.

9 21. The Settlement Class encompasses "all current and former non-exempt, hourly
10 employees of Defendant Seaport Group Enterprises, LLC who worked any time during the Class Period.
11 The Class Period is March 20, 2019 through June 2, 2022."

12 22. After disbursement, Settlement Class Members will have at least 180 days to cash their
13 checks. Funds remaining unclaimed will be distributed to the California State Controller's Office –
14 Unclaimed Property Fund in the name of the Settlement Class Member.

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

17 24. My law firm's and co-counsel's work on this case includes, but is not limited to: pre-
18 filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing conducting pre-
19 filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing hundreds of
20 pages of Seaport's documents and policies, analyzing Plaintiff's timekeeping data and payroll records,
21 preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing
22 the Motions for Preliminary and Final Approval, filing a Motion to compel Defendant to comply with
23 PA Order, overseeing the settlement administration process, communicating with Settlement Class
24 Members, and otherwise litigating this case.

25 25. As discussed above, this case presented significant risk as to both class certification and
26 merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating
27 Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this
28 litigation and expending considerable effort, all while working on a pure contingency basis. Since

undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any compensation for over 3 years. During this time, Class Counsel have expended a total of \$7,471.67 in actual costs and have devoted substantial time to this litigation and expect to incur approximately (\$450 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances). A true and correct copy of my firm and co-counsel's firm's costs is attached hereto as **Exhibit B**. Class Counsel's request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred.

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

27. 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 over two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has expended a total of \$7,471.67 in actual costs and have devoted substantial time to this litigation and expect to incur approximately (\$450 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances) 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.

28. In this case, Class Counsel have a lodestar of **\$155,407.50** which is higher than the \$33,333.33 fee request, without the use of any multiplier. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (26 th Year Attorney)	\$900	49.1	\$44,190
Paul K. Haines (18 th Year Attorney)	\$850	20	\$17,000
Milan Moore (9 th Year Attorney)	\$650	101.4	\$65,650
Tiara Gose-Hardy (6 th Year Attorney)	\$525	44.7	\$23,467.50
Paralegals	\$200	25.5	\$5,100.00
Total Lodestar			\$155,407.50

29. My proposed hourly rate of \$900, Mr. Haines' proposed hourly rate of \$800, Ms. Moore's proposed hourly rate of \$650, and Ms. Gose-Hardy's rate of \$525, are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 20-plus year attorney is \$1,141, the hourly rate for a 18th year attorney is \$948, the hourly rate for a 9th year attorney is \$839, and the hourly rate for a 6th year attorney is \$581.

30. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3,

2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

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

32. Plaintiff has provided written approval of the split of attorneys' fees in this action. Further, 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.

33. The requested service award to Plaintiff of \$7,500.00 is also reasonable. Plaintiff took on significant risks, including the risk that she could be liable for Defendant's costs if this case was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things, providing substantial factual information and documents to Class Counsel, multiple conferences with Class Counsel to discuss the claims and theories at issue in the litigation, sitting for a deposition, as well as the significant risks Plaintiff undertook by agreeing to serve as the named plaintiff in this case.

1 Further, Plaintiff put her future employment prospects at risk by becoming a named Plaintiff in an
2 employment action since the lawsuit is public record and may become known to prospective employers
3 when evaluating her for employment. Additionally, Plaintiff agreed to a general release and a 1542
4 waiver.

5 34. Plaintiff submitted the Settlement and Court's Order Granting Preliminary Approval of
6 the Settlement to the LWDA via the LWDA's website on June 4, 2025 and August 1, 2025,
7 respectively. True and correct copies of the proof of submission to the LWDA is attached hereto as
8 **Exhibits D and E**, respectively.

9 35. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for
10 Final Approval and all supporting documents via the LWDA's website on the same date that it is filing
11 this motion and will file a supplemental proof of service after the Motion for Final Approval and all
12 supporting documents are submitted to the LWDA.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed on April 1, 2026 at El Segundo, California.

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Scott M. Lidman

EXHIBIT A

EXHIBIT A

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~~RECEIVED~~
June 4, 2025

FILED
Clerk of the Superior Court

AUG 01 2025

By: R. Day, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DAWN WILLIAMSON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SEAPORT GROUP ENTERPRISES, LLC, a
California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. 37-2023-00011420-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO
JUDGE JOEL R. WOHLFEIL

DEPT C-73

~~PROPOSED~~ PRELIMINARY
APPROVAL ORDER

1 WHEREAS, Plaintiff Dawn Williamson (“Plaintiff” or “Jimenez”) has applied to
2 this Court for an order preliminarily approving the settlement of this Action in accordance with a
3 Stipulation of Settlement (the “Settlement” or “Settlement Agreement”), which, together with the
4 exhibits thereto, sets forth the terms and conditions for a proposed settlement and full resolution of
5 the pending Action upon the terms and conditions set forth therein; and

6 WHEREAS, the Court has read and considered the Plaintiff’s Motion for
7 Preliminary Approval, the Parties’ Settlement Agreement and the exhibits and declarations thereto;

8 NOW, THEREFORE, IT IS HEREBY ORDERED:

9 1. This Order incorporates by reference the definitions in the Settlement Agreement,
10 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
11 Agreement.

12 2. The Court has jurisdiction over the Action and all acts within the Action, and over
13 all the Parties to the Action, including Plaintiff, Class Members, PAGA Employees, Defendant,
14 and the State of California.

15 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
16 and reasonable. Indeed, the Court recognizes the value of the monetary recovery provided to the
17 Class Members and PAGA Employees and finds that such recovery is fair, adequate and reasonable
18 when balanced against further litigation related to liability and damages issues. It appears the
19 Parties have conducted significant investigation, informal discovery, research and litigation such
20 that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions
21 at this time. It further appears to the Court that the proposed Settlement, at this time, will avoid
22 substantial additional costs by all Parties, as well as avoid the risks and delay inherent to further
23 prosecution of the Action. It also appears that considering the limited scope of claims and limited
24 Class Members involved in the Settlement, the Parties reached the Settlement as the result of
25 reasonable, serious and non-collusive, arms-length negotiations through experienced Class Counsel
26 and Defense Counsel facilitated by an experienced, neutral mediator. Thus, the Court finds on a
27 preliminary basis that the Settlement Agreement appears to be within the range of reasonableness
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1 of a settlement that could ultimately be given final approval by this Court. Accordingly, the Motion
2 for Preliminary Approval of Class Action Settlement is hereby **GRANTED**.

3 4. For purposes of this Settlement only, the Court hereby conditionally certifies a class
4 of Class Members, consisting of all current and former non-exempt, hourly employees of Defendant
5 Seaport Group Enterprises, LLC who worked at any time in California during the Class Period. For
6 purposes of this Settlement Agreement, the "Class Period" shall mean the time period of March 20,
7 2019 through the date of preliminary approval by the Court of the Settlement. Should for whatever
8 reason the Settlement not become final, the fact that the Parties were willing to stipulate to
9 certification of the Class as part of the Settlement shall have no bearing on, nor be admissible in
10 connection with, the issue of whether a class should be certified in a non-settlement context.

11 5. The rights of any potential dissenters to the proposed Settlement are adequately
12 protected in that they may exclude themselves from the Settlement of the Class Member Released
13 Claims, or they may object to the Settlement of the Claims and appear before this Court. However,
14 to do so they must follow the procedures outlined in the Settlement Agreement and Notice of
15 Settlement.

16 6. The Court finds that the notice of settlement Plaintiff provided to the California
17 Labor and Workforce Development Agency ("LWDA") satisfies the notice requirements of the
18 California Private Attorneys General Act ("PAGA").

19 7. The Court approves, as to form and content, the proposed Notice of Settlement to
20 Class Members and finds the method selected for communicating the preliminary approval of the
21 Settlement to Class Members is the best notice practicable under the circumstances, constitutes due
22 and sufficient notice to all persons entitled to notice, and therefore satisfies Due Process.

23 8. For Settlement purposes only, the Court hereby appoints Plaintiff Mario Mariscal
24 Jimenez as the class representative in this Action. Further, the Court preliminarily approves a
25 Service Award to Plaintiff not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

26 9. For Settlement purposes only, the Court hereby appoints Scott M. Lidman, Milan
27 Moore, and Tiara Gose-Hardy of the law firm Lidman Law, APC, and Paul K. Haines of the Haines
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1 Law Group, APC as Class Counsel for Class Members. Further, the Court preliminarily approves
2 a Class Counsel Fees Award not to exceed one-third of the Gross Settlement Amount, which is
3 Thirty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$33,333.33).
4 As well, the Court preliminarily approves a Class Counsel Costs Award not to exceed Twenty
5 Thousand Dollars and Zero Cents (\$20,000.00). The Class Counsel Fees Award and Class Counsel
6 Costs Award will be subject to final approval of the Court.

7 10. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
8 Administrator to administer the Notice of Settlement pursuant to the terms in the Settlement
9 Agreement. Further, the Court preliminarily approves Settlement Administration Costs not to
10 exceed Ten Thousand Dollars (\$10,000).

11 11. Within ten (10) business days after entry of an order preliminarily approving this
12 Agreement, Defendant will provide the Settlement Administrator with the names, last known
13 addresses, phone numbers, social security numbers, the dates of employment and the number of
14 Workweeks worked by each Settlement Class member while employed during the Class Period (the
15 "Class Data"). Within ten (10) business days from receipt of this information, the Settlement
16 Administrator shall (i) run the names of all Settlement Class Members through the National Change
17 of Address ("NCOA") database to determine any updated addresses for Settlement Class Members;
18 (ii) update the address of any Settlement Class member for whom an updated address was found
19 through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class
20 member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known
21 address or at the updated address found through the NCOA search, and retain proof of mailing.

22 12. Any Settlement Class member who wishes to opt-out, object, or dispute any part of
23 the Settlement must do so within sixty (60) calendar days of the date of the initial mailing of the
24 Notice Packets (the "Response Deadline"). Settlement Class Members to whom Notice Packets
25 are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have
26 fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired,
27 whichever is later, to submit a Request for Exclusion, Objection, or dispute.

1 13. The Final Approval Hearing shall be held at 1-23-26 at 6:00 am m., in the San Diego
2 County Superior Court, Department 73, 330 W. Broadway, San Diego, CA 92101, to consider the
3 fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the:
4 Class Counsel Fees Award, Class Counsel Costs Award, Plaintiff's Service Award, PAGA Award,
5 Settlement Administration Costs, and Individual Settlement Payments to Participating Class
6 Members.

7 14. This Settlement is not a concession or admission and shall not be used against
8 Defendant or any of the Released Parties as an admission or indication with respect to any claim of
9 any fault or omission by any Defendant or any of the Released Parties. Whether the Settlement is
10 finally approved, neither the Settlement, nor any document, statement, proceeding or conduct
11 related to the Settlement, nor any reports or accounts thereof, shall in any event be: (a) construed
12 as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse
13 to the Released Parties, including, but not limited to, evidence of a presumption, concession,
14 indication or admission by Defendant or any of the Released Parties of any liability, fault,
15 wrongdoing, omission, concession or damage; or (b) disclosed, referred to, or offered or received
16 in evidence against any of the Released Parties in any further proceeding in the Action, or in any
17 other civil, criminal or administrative action or proceeding, except for purposes of enforcing the
18 Settlement. The Court's findings are for purposes of conditionally certifying the class of Class
19 Members in the context of this Settlement and will not have any claim or issue or evidentiary
20 preclusion or estoppel effect in any other action against any Defendant or any of the Released
21 Parties or in this litigation if the Settlement is not finally approved. If for any reason the Court does
22 not execute and file a Final Approval Order (even after good efforts by the Parties to address any
23 concerns or questions of the Court in accordance with the Settlement Agreement), or if the Effective
24 Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, the
25 Settlement Agreement and all evidence and proceedings had in connection therewith shall be
26 without prejudice to the *status quo ante* rights of the Parties to the Action, as more specifically set
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1 forth in the Settlement Agreement, and the Parties will return to the same position they were in
2 prior to the Settlement Agreement and this Preliminary Approval Order.

3 15. Pending further orders of this Court, all proceedings in this matter except those
4 contemplated in this Preliminary Approval Order and in the Settlement Agreement are stayed.

5 16. The Court reserves the right to move the date of the Final Approval Hearing without
6 further notice to Class Members as Class Members are explicitly instructed to confirm the hearing
7 date and time of the Final Approval Hearing with Class Counsel if they intend to appear.

8 **IT IS SO ORDERED.**

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10 Dated: 8-1-25

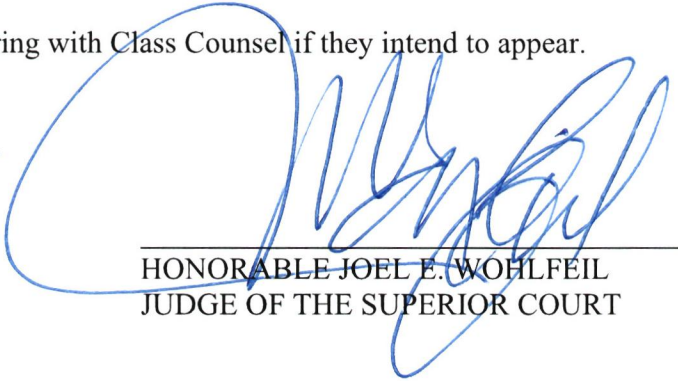

11 _____
12 HONORABLE JOEL E. WOHLFEIL
13 JUDGE OF THE SUPERIOR COURT
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EXHIBIT B

EXHIBIT B

Expense Summary

Dawn Williamson v. Seaport Group Enterprises, LLC

Lidman Law, APC and Haines Law Group, APC

EXPENSE	AMOUNT
Mediation Costs (including mediator expenses)	\$5,000.00
Filing and Document Purchase Fees	\$2,248.07
Copying Costs	\$25.00
Postage Costs	\$66.43
Service and Messenger Fees	\$132.17
Anticipated Costs for filing the Final Approval motion, document purchase, service fees, copying and postage	\$450.00
TOTAL:	\$7,921.67

EXHIBIT C

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

EXHIBIT D

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, June 4, 2025 4:46:24 PM

06/04/2025 04:44:52 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

EXHIBIT E

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Monday, August 4, 2025 11:36:53 AM

08/04/2025 11:36:29 AM

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

Item submitted: Court Order or Judgment

On 08/04/2025 11:36:29 AM your Court Order or Judgment was successfully processed for case number LWDA-CM-943242-23

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