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Attorneys for Plaintiff
ALFREDO DURAN

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

ALFREDO DURAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCOTT CONSTRUCTION SPECIALTIES,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 23STCV05170

*[Assigned for all purposes to the Hon. Timothy
Patrick Dillon, Dept. SSC-15]*

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

Date: October 15, 2026
Time: 10:00 a.m.
Dept.: SSC-15

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 Alfredo Duran ("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
- 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.

1 Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court,
2 County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane,*
3 *Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael
4 A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior
5 Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El*
6 *Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles,
7 Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No.
8 BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko
9 presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of
10 Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case
11 No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S.
12 Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084,
13 California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero*
14 *v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles,
15 Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*,
16 Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge
17 David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-
18 CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding;
19 *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara,
20 Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001,
21 California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding;
22 and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States
23 District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

24 9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been
25 intimately involved in every aspect of this case from its inception through the present, and I believe that
26 the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances
27 presented.

1 10. On March 8, 2023, Plaintiff filed the instant putative class action complaint. On March
2 9, 2023, Plaintiff submitted a letter to the California Labor & Workforce Development Agency
3 (“LWDA”) and Defendant notifying them of his intention of filing a Labor Code Private Attorneys
4 General Act of 2004 (“PAGA”) claim based on the Labor Code violations alleged in his complaint.
5 On June 13, 2023, after exhausting his administrative remedies, Plaintiff filed a First Amended Class
6 and Representative Action Complaint adding a cause of action for civil penalties under the PAGA.
7 Plaintiff’s primary claims/allegations are that Defendant: (1) failed to pay all overtime wages owed;
8 (2) failed to pay all minimum wages owed; (3) failed to provide meal periods; (4) failed to authorize
9 and permit all rest periods; (5) failed to indemnify all necessary business expenditures; (6) failed to
10 pay all wages owed upon termination; (7) engaged in unfair competition; and (8) is liable for civil
11 penalties under the PAGA.

12 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
13 theories of liability are related to Defendant’s alleged failure to pay for all hours worked. Specifically,
14 Plaintiff alleges that he and the Class Members were not fully compensated for all of their time worked
15 because Defendant required its non-exempt employees to work before and after their scheduled work
16 hours. Specifically, Defendant required its non-exempt employees to arrive at Defendant’s shop to
17 collect the materials for the assigned project and travel to the jobsite to arrive by 8:00 a.m., prepare
18 materials prior to their scheduled work time, and clean after their scheduled work time, but only
19 compensated them for scheduled work hours. Further, Defendant rounded and/or shaved non-exempt
20 employees’ work time.

21 12. With respect to Plaintiff’s unpaid wages claim, Defendant contends that non-exempt
22 employees were not permitted onto the worksite until their scheduled work time and the worksite shut
23 down at the end of the scheduled work time. . Furthermore, Defendant argues its timekeeping practices
24 were lawful, and any unpaid time was *de minimis* and therefore non-compensable. Defendant further
25 asserts that Plaintiff would be unable to certify an unpaid wages class given the individualized inquiries
26 that would be required.

27 13. Plaintiff alleges that he and the Class Members were not provided with all legally-
28

compliant first meal periods beginning before the end of the fifth hour of work. Specifically, Plaintiff's meal periods began after the fifth hour of his scheduled work time, not the time he actually began performing work duties for Defendant. Further, Plaintiff alleges that due to the work demands imposed by Defendant, his meal periods were often interrupted and or missed, all in violation of California law.

14. With respect to Plaintiff's meal period claims, Defendant counters that it has always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendant. Defendant points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that it has always done so. Defendant further argues that Plaintiff's maximum exposure is based on a 100 % violation rate, which is unfounded and unfeasible. Finally, Defendant contends Plaintiff's meal period claim is not suited for class certification given that individual inquiries would be required to assess which employees took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift.

15. Plaintiff alleges that he and Class Members were also not authorized and permitted to take all required rest periods due to Defendant's rest period policies and practices. Specifically, Plaintiff alleges that due to work demands and Defendant's practice of combining rest periods with meal periods, non-exempt employees were not authorized and permitted to take duty-free net 10-minute rest periods when they worked shifts in excess of 3.5 hours. Plaintiff alleges that he and other non-exempt employees experienced at least one rest period violation on every shift worked in excess of 3.5 hours.

16. Defendant contends it has always maintained and enforced lawful rest period policies and practices, and that Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law, particularly IWC Wage Order No. 16. Defendant also argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an individualized

inquiry into whether each Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials.

17. Plaintiff alleges that Defendant required him and the other Settlement Class Members to use their personal cellular phone for business purposes. Despite knowing that putative class members had incurred necessary business expenses, Defendant failed to reimburse putative class members in violation of Section 2802 and *Cochran*.

18. With respect to Plaintiff's failure to reimburse claim, Defendant asserts that, given the wide array of cellular phone plans, any expenses would be *de minimis*.

19. Plaintiff alleges that Defendant is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to timely pay all wages upon separation. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations.

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

21. Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying claims, Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims will fail. Defendant also maintains that Plaintiff was not an employee during the PAGA Period and therefore has no standing to bring a claim for PAGA penalties. Defendant contends that given its good faith defenses, should the Court find Plaintiff has standing to pursue a PAGA claim, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims.

22. These considerations, not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further litigation. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

1 23. In advance of mediation, Defendant produced timekeeping and payroll data for the entire
2 putative class, as well as its wage and hour policies and other relevant documents and information
3 relevant to the claims alleged. The timekeeping and payroll records enabled Plaintiff to create a class-
4 wide exposure model for all the claims at issue, including unpaid wages, meal and rest period premiums,
5 and penalties potentially owed for alleged unpaid minimum and overtime wages, and meal and rest
6 period violations. After the detailed review of the documents and data produced by Defendant, Class
7 Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of
8 Plaintiff's case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims
9 and Defendant's defenses.

10 24. On July 8, 2025, a mediation was held with Kevin Barnes, Esq., an experienced and
11 well-respected wage and hour class action mediator. During mediation, the parties vigorously debated
12 their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis
13 for the claims and defenses. Ultimately, the Parties agreed on a class-wide resolution. In the weeks
14 that followed, the parties finalized the terms of settlement and executed the Class Action and PAGA
15 Settlement Agreement and Class Notice ("Settlement").

16 25. Plaintiff submitted the Settlement to the Court with his Motion for Preliminary
17 Approval on October 29, 2025. On February 24, 2026, the Court granted preliminary approval and
18 signed an Order Granting Preliminary Approval of the Settlement. Attached hereto as **Exhibit A** is a
19 true and correct copy of the Order Granting Preliminary Approval.

20 26. The Settlement Class encompasses: all current and former non-exempt employees who
21 were employed by Defendant Scott Construction Specialties, Inc. in California during the Class Period.
22 The Class Period is the period from March 8, 2019 to September 6, 2025.

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

26 28. In my experience in wage and hour class action matters similar to this one, fee awards
27 generally average around one-third of the gross recovery.
28

29. Here, Class Counsel's fee request is \$166,333.33 (one-third of the Gross Settlement Amount). The fee award will be split between Haines Law Group, APC and Lidman Law, APC.

30. Plaintiff has provided written approval of the split of attorneys' fees in this action.

31. My law firm's and co-counsel's work on this case includes, but is not limited to: conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, propounding written discovery requests, analyzing timekeeping data and payroll records, preparing the Belaire-West notice, drafting the mediation brief, preparing for and attending mediation, negotiating and revising the long-form settlement agreement, preparing the Motion for Preliminary Approval, preparing this Motion, and otherwise litigating the case.

32. 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 "authorize and permit" rest periods, and the propriety of statutory penalties, to name just a few.

33. 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 well over three years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced a total of \$12,456.49 (and anticipate incurring an additional \$450.00 in actual costs in connection with Case Anywhere fees, filing the motion for final approval and filing the final distribution declaration(s) and related tasks) for a total of

\$12,906.49 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. A true and correct copy of the Expense Chart is attached as **Exhibit B**.

34. In this case, Class Counsel have a lodestar of \$89,262.50 which results in a multiplier of approximately 1.86 compared to the \$166,333.33 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/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	\$950	42.4	\$40,280.00
Elizabeth Nguyen ⁶ (20th Year Attorney)	\$900	5.6	\$5,040.00
Paul K. Haines (19th Year Attorney)	\$975	11.1	\$10,822.50
Milan Moore (10th Year Attorney)	\$725	17.7	\$12,832.50
Tiara Gose-Hardy (7th Year Attorney)	\$625	27.3	\$17,062.50
Paralegals	\$250	12.9	\$3,225.00
Total Lodestar			\$89,262.50

35. My proposed hourly rate of \$950, Ms. Nguyen's proposed hourly rate of \$900, Mr. Haines' proposed hourly rate of \$975, Ms. Moore's proposed hourly rate of \$725, and Ms. Gose-Hardy's proposed hourly rate of \$625 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.

36. The attorneys' fee award requested is consistent with my experience in similar wage and hour cases and 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,

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

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)

37. 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%).

38. 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.

39. The requested service award to Plaintiff of \$10,000.00 is also reasonable. Plaintiff took on significant risks, including the risk that he 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,

1 gathering documents for use in this lawsuit, providing factual information to my firm regarding his
2 claims, and working with Class Counsel on the to prepare for mediation and discuss the case, the merits,
3 the defenses, and the settlement reached. Further, Plaintiff put his future employment prospects at risk
4 by becoming a named plaintiff in an employment action since the lawsuit is public record and may
5 become known to prospective employers when evaluating him for employment. Additionally, Plaintiff
6 agreed to a general release and a 1542 waiver.

7 40. Plaintiff submitted the Settlement and Motion for Preliminary Approval, and the
8 Court's Order Granting Preliminary Approval of the Settlement to the LWDA via the LWDA's website
9 on October 29, 2025 and February 26, 2026, respectively. True and correct copies of confirmation of
10 the submissions are attached hereto as **Exhibits C and D**.

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

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed on September 22, 2026 at El Segundo, California.

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Scott M. Lidman

EXHIBIT A

EXHIBIT A

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Attorneys for Plaintiff
ALFREDO DURAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALFREDO DURAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCOTT CONSTRUCTION SPECIALTIES,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 23STCV05170

*[Assigned for all purposes to the Hon. Timothy
P. Dillon, Dept. SSC-15]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 5, 2026
Time: 11:00 a.m.
Dept.: SSC-15

1 The Motion of Plaintiff Alfredo Duran (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement came on regularly for hearing before this Court on January 5, 2026 at 11:00 a.m. The
3 Court, having considered the proposed Class Action and PAGA Settlement Agreement and Class
4 Notice (the “Settlement”), attached as Exhibit 2 to the Declaration of Scott M. Lidman filed
5 concurrently with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class
6 Action Settlement, Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All current and former non-exempt employees who were employed by
16 Defendant Scott Construction Specialties, Inc. in California during the
Class Period.

17 The Class Period is the period from March 8, 2019 to September 6, 2025.

18 2. For purposes of the Settlement, the Court designates named Plaintiff Alfredo Duran as
19 Class Representative, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC
20 and Paul Haines of Haines Law Group, APC as Class Counsel.

21 3. The Court designates Phoenix Settlement Administrators as the third-party Settlement
22 Administrator for mailing notices.

23 4. The Court approves, as to form and content, the Class Notice, which means the Court
24 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which is
25 attached to the Settlement as Exhibit B.

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

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

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

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

9. The Class Notice shall provide at least 60 calendar days' notice for members of the Class to opt out of, or object to, the Settlement.

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 15 of this Court, located at 312 North Spring Street, Los Angeles, California, 90012 on June 17, 2026 at 10:00 a.m. / ~~p.m.~~

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

12. 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.

13. 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 Class Notice to Class Members	14 calendar days after receiving Class Data 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 before Final Fairness Hearing
Final Fairness Hearing:	June 17, 2026 at 10:00 a.m./p.m.

14. 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.

15. 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: 02/24/2026, 2026



Honorable Timothy P. Dillon
Judge of the Superior Court

Timothy Patrick Dillon / Judge

Service award will be at most \$7500.
Escalator clause is not triggered.
Class period ends on 9.6.25.

EXHIBIT B

EXHIBIT B

Expense Summary
Alfredo Duran v. Scott Construction Specialties, Inc.

EXPENSE	AMOUNT
Mediation Costs	\$6,250.00
Filing, Service, and Messenger Fees	\$5,899.93
Jury Fees	\$169.70
Copying Costs	\$48.75
Document Purchase Fees	\$46.60
Postage Costs	\$30.78
FedEx Costs	\$9.20
Westlaw Research Costs	\$1.53
Anticipated Costs for filing the Final Approval supplemental brief, court appearances, service fees, copying and postage	\$450.00
TOTAL:	\$12,906.49

EXHIBIT C

EXHIBIT C

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, October 29, 2025 2:11:18 PM

10/29/2025 02:09:58 PM

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

Item submitted: Proposed Settlement

On 10/29/2025 02:09:58 PM your Proposed Settlement was successfully processed for case number LWDA-CM-940858-23

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

EXHIBIT D

EXHIBIT D

From: no-reply@formassembly.com
To: [Gladys Beltran](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Thursday, February 26, 2026 9:13:48 AM

02/26/2026 09:13:27 AM

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

Item submitted: Court Order or Judgment

On 02/26/2026 09:13:27 AM your Court Order or Judgment was successfully processed for case number LWDA-CM-940858-23

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