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CATHERINE ANDERSON and

the Proposed Class

[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CATHERINE ANDERSON, as an individual
and on behalf of all others similarly situated;
JOSE RODRIGUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

KINDER MORGAN, INC., a Delaware
corporation; and DOES 1 through 100,

Defendant.

Case No. 23STCV25789

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. SSC-17]*

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

Date: April 27, 2026

Time: 9:00 a.m.

Dept.: SSC-17

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 Catherine Anderson (“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 Day,
17 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the
18 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008,
19 I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of
20 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my time
21 working on wage and hour class actions venued in both state and federal courts. During that time and
22 my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour matters
23 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 who
12 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 of
16 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. Houston,
9 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 wage
5 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of
6 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 perspectives.
14 As a result, I am able to realistically assess and evaluate the facts and legal arguments that can be made
15 in pursuit and defense of similar wage and hour claims, as well as those facts and arguments in support
16 and in opposition to class certification. Consequently, I am able to appreciate the significant risks,
17 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 William
23 Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior
24 Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*,
25 Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
26 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
27 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
28

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

24 9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately
25 involved in every aspect of this case from its inception through the present, and I believe that the
26 proposed Settlement is a favorable result for the Settlement Class Members under the circumstances
27 presented.
28

1 10. On October 20, 2023, Plaintiff Catherine Anderson commenced this action by filing a
2 class action Complaint against Defendant Kinder Morgan, Inc. alleging class-wide causes of action
3 against Defendant for: (i) failure to pay all minimum wages owed; (ii) failure to pay all overtime wages
4 owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit all rest periods; (v) failure
5 to provide accurate, itemized wage statements; and (vi) unfair competition (“*Anderson Action*”). The
6 *Anderson Action* was removed to federal court on December 20, 2023, and after exhausting her
7 administrative remedies, pursuant to a stipulation and court order Plaintiff Anderson filed a First
8 Amended Class and Representative Action Complaint adding a cause of action for civil penalties under
9 the Private Attorneys General Act of 2004 (“PAGA”) based on Labor Code violations as alleged in her
10 operative complaint.

11 11. On September 28, 2023, Plaintiff Jose Rodriguez commenced an action in Imperial
12 County Superior Court by filing a class action complaint against Defendant Kinder Morgan, Inc. alleging
13 class-wide causes of action against Defendant for: (i) failure to pay all minimum wages owed; (ii) failure
14 to pay all overtime wages owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit
15 all rest periods; (v) failure to provide accurate, itemized wage statements; and (vi) unfair competition
16 (“*Rodriguez Action*”). The *Rodriguez* action was removed to federal court on October 30, 2023.

17 12. On June 26, 2024, Plaintiffs and Defendant (collectively, the “Parties”) moved to have
18 the *Anderson Action* and *Rodriguez Action* consolidated, to which the federal court granted.

19 13. On March 27, 2025, the federal court granted the Parties’ motion to remand.

20 14. Prior to mediation, Plaintiffs obtained, through formal and informal discovery: (a) time
21 and payroll records for a random sample of 20% of the putative class members; (b) putative class data
22 points, including, inter alia, the number of Class Members and Aggrieved Employees, the number of
23 employees in the waiting time penalty period, the average hourly rate of pay, the number of Workweeks
24 during the Class and PAGA Periods, and the number of shifts through mediation; (c) Defendant’s wage
25 and hour policy documents, including all written policies relating to meal and rest breaks, overtime,
26 clocking in and out, and recording of work time; and (d) all documents pertaining to Plaintiffs available
27
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1 to Defendant. Class Counsel retained a consultant to assist with a review of the time and pay records in
2 creating a damages model for purposes of the mediation.

3 Class Counsel also was able to obtain from Plaintiffs a number of additional documents and
4 electronically stored information utilized for the mediation, including wage statements and time records.

5 This information coupled with the data for the entire putative class, aided in Plaintiffs' creation
6 of a class-wide exposure model for all the claims at issue, including unpaid wages and penalties
7 potentially owed for alleged overtime wages, and meal and rest and unpaid wages violations. Ultimately,
8 this discovery allowed the parties to assess the merits and value of Plaintiffs' claims and Defendant's
9 defenses thereto.

10 15. On September 5, 2024, a mediation was held with Michael Ludwig, Esq., a well-respected
11 and experienced wage and hour class action mediator. During mediation, the parties vigorously debated
12 their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for
13 the claims and defenses. Ultimately, the Parties agreed on a class-wide resolution. The parties finalize
14 the terms of settlement and executed the Class Action and PAGA Settlement Agreement and Class
15 Notice ("Settlement").

16 16. On October 23, 2025, Plaintiffs submitted the Settlement to the Court with their Motion
17 for Preliminary Approval. The Court ordered Plaintiffs to revise portions of the settlement agreement,
18 resulting in the Parties executing the Amended Class Action and PAGA Settlement Agreement and Class
19 Notice. On December 17, 2025, Plaintiffs provided the Court with a Supplemental Preliminary Approval
20 Brief and amended Proposed Order. Subsequently on December 18, 2025, the Court granted preliminary
21 approval of the class action settlement, approving the Settlement. Attached hereto as **Exhibit A** is a
22 true and correct copy of the Order Granting Preliminary Approval.

23 17. According to the Settlement Administrator, there are 522 Settlement Class members
24 defined as: "All non-exempt, hourly paid employees who are or were employed by Defendant in
25 California during the Class Period," which is the period from September 28, 2019 to April 19, 2025.

26 18. According to the Settlement Administrator, there are 406 Aggrieved Employees defined
27 as: "All non-exempt, hourly paid employees who are or were employed by Defendant in California
28 during the PAGA Period," which is the period from to December 18, 2025.

1 19. As explained in detail in the Motion for Preliminary Approval, Plaintiffs' primary
2 theories of liability are related to Defendant's alleged failure to pay Settlement Class members for all
3 time worked and its alleged failure provide Settlement Class members all legally compliant duty-free
4 meal and rest periods. Specifically, Plaintiffs allege that they worked off-the-clock, which, along with
5 other issues, resulted in underpayment of hourly wages. Plaintiffs further allege that they and other Class
6 Members earned non-discretionary bonuses related to achieving set bonus standards that Defendant had
7 and shift differentials. Plaintiffs allege they were not provided all meal and rest periods. Plaintiffs
8 contend wage statements provided by Defendant did not show accurate information by omitting the lack
9 of meal/rest break premium pay that should have been paid to Plaintiffs and the other Class Members
10 and incorrectly stating the hours worked due to alleged off-the-clock work.

11 20. Defendant produced facially compliant written policies and trainings related to
12 employees being required to accurately record all hours worked. Furthermore, given the nature of off-
13 the-clock work, there are no time records substantiating that such work occurred. In regard to Plaintiffs'
14 regular rate claim, Plaintiffs' expert analysis revealed that additional overtime compensation was paid
15 to cover non-discretionary incentive compensation and shift differentials.

16 21. Defendant contends that, to establish a violation for missed meal periods, a plaintiff must
17 do more than show that a meal break was not taken. Further, Defendant paid a very significant number
18 of meal periods premium payments (\$4,951,312.83) between September 28, 2022 and January 6, 2025.
19 Accordingly, Defendant will argue that it made significant efforts to keep track of and compensate the
20 Class for any non-compliant meal periods.

21 22. Defendant has facially compliant written rest period policies. Further, Defendant paid
22 a very significant number of rest periods premium payments (\$2,403,348.35) between September 28,
23 2022 and January 6, 2025. Accordingly, Defendant will argue that it made significant efforts to keep
24 track of and compensate the Class for any non-compliant rest periods.

25 23. Defendant contends that the wage statements were accurate in all material respects and
26 that Labor Code section 226 requires "a knowing and intentional failure by an employer to comply with
27 subdivision (a)." See Cal. Lab. Code § 226(e); see also Cal. Lab. Code § 226(e)(3). In this regard,
28

1 Defendant contends that any failure to include information on wage statements was an inadvertent or
2 isolated mistake.

3 24. Plaintiffs contend that, as a further result of not being paid all minimum and overtime
4 wages and not receiving meal and rest period premiums for all noncompliant meal and rest periods,
5 former employees were denied wages owed to them.

6 25. In regard to Plaintiff's waiting time penalties claim, Defendant argues that it has a good
7 faith belief in its legal defenses, which precludes any finding of willfulness.

8 26. Plaintiffs allege that Defendant failed to reimburse Settlement Class members for
9 necessary business expenditures, including the use of their personal cellular phones for work activities
10 and use of their personal cars, as required under Labor Code section 2802 and by *Cochran v. Schwan's*
11 *Home Service, Inc.* (2014) 228 Cal.App.4th 1137. Plaintiffs contend that Defendant required them to use
12 their personal cellular phones and/or vehicles for work-related purposes but Defendant did not reimburse
13 the putative class members for the cell phones and/or the data usage and/or mileage.

14 27. Defendant's policies and records revealed that use of cell phones was not needed by
15 Plaintiffs or the Class Members for work purposes.

16 28. Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing alleged
17 Labor Code violations.

18 29. Defendant argues that Plaintiffs' PAGA claims are also predicated on the violations
19 described above, and thus subject to the same disputes and defenses. Additionally, PAGA states that a
20 court has discretion to award a lesser amount than the maximum penalty.

21 30. Funds remaining unclaimed will be distributed to the California State Controller's Office
22 – Unclaimed Property Fund in the name of the Settlement Class member.

23 31. In my experience in wage and hour class action matters similar to this one, fee awards
24 generally average around one-third of the gross recovery. My law firm's and co-counsel's work on this
25 case includes, but is not limited to: conducting pre-filing investigation, analyzing Plaintiffs' claims,
26 conducting legal research, drafting discovery requests and responses, reviewing discovery responses and
27 responsive documents, analyzing timekeeping data and payroll records, creating a comprehensive
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1 damages model, preparing for and attending mediation, negotiating and preparing the long-form
2 settlement agreement, preparing the Motions for Preliminary and Final Approval, overseeing the
3 settlement administration process, and otherwise litigating this case.

4 32. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm dedicated
5 substantial resources to this litigation, including expending a total of \$22,312.85, in actual costs, have
6 devoted substantial time to this litigation and expect to incur approximately \$450.00 in future costs for
7 filing the instant motion, filing the final declaration regarding distribution of settlement, Case Anywhere
8 fees, service and messenger fees, postage fees, costs for future appearances. A true and correct copy of
9 my firm's and Haines Law Group's costs summary in this matter is attached hereto as **Exhibit B**.

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

16 34. Given the considerable potential for adverse outcomes in this case, including, but not
17 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
18 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
19 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
20 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiffs were
21 not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
22 Plaintiffs were successful. By the time I (or someone from my firm) attend the final approval hearing in
23 this matter, my firm and co-counsel firm will have litigated this case for almost three years with no
24 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
25 above, Class Counsel has advanced \$22,762.85 in litigation costs on a contingency basis, which also
26 carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this
27 lawsuit.

In this case, Class Counsel⁶ have a lodestar of \$159,250.50 which is 1.27 times more than the \$125,000.00 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	\$900	56.2	\$50,580
Paul K. Haines (19th Year Attorney)	\$800	13.7	\$10,960
George S. Azadian (18th Year Attorney)	\$775	48.6	\$37,665
Ani Azadian (13th Year Attorney)	\$700	3.1	\$2,170
Milan Moore (10th Year Attorney)	\$675	63.4	\$42,798
Tiara Gose-Hardy (7th Year Attorney)	\$575	20.9	\$12,017.50
Paralegals	\$200	15.3	\$3,060
Total Lodestar			\$159,250.50

35. The proposed hourly rates 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 are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**.

36. 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

⁶ Azadian Law Group, PC's attorneys hours are based on the Declaration of George S. Azadian, filed concurrently with the Motion for Final Approval.

(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 enhancement payment to Plaintiff Anderson of \$2,500.00 and to Plaintiff Rodriguez of \$5,000.00 are also reasonable given Plaintiffs' efforts in this case and the risks they undertook on behalf of Settlement Class members. Plaintiff Anderson gathered documents for use in the lawsuit, and attended in person/telephonic meetings with Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the settlement reached. Thus, the enhancement payments to Plaintiffs are appropriate and justified as part of the Settlement and should be finally approved.

//

40. On November 18, 2025, Plaintiffs submitted the Class Action and PAGA Settlement Agreement and Class Notice and Motion for Preliminary Approval to the LWDA. A true and correct copy of the email generated by the LWDA website after Plaintiffs submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit D**.

41. On December 18, 2025, Plaintiffs submitted the Amended Class Action and PAGA Settlement Agreement and Class Notice to the LWDA. A true and correct copy of the email generated by the LWDA website after Plaintiffs submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit E**.

42. On April 3, 2026, Plaintiffs submitted the Supplemental Preliminary Approval Brief and amended Proposed Order to the LWDA. A true and correct copy of the email generated by the LWDA website after Plaintiffs submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit F**.

43. Plaintiffs submitted to the LWDA the Order Granting Preliminary Approval on December 22, 2025. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the order Granting Preliminary Approval to the LWDA is attached hereto as **Exhibit G**.

44. Plaintiff Catherine Anderson and Jose Rodriguez have provided written approval of the split of attorneys' fees in this action (50% to Azadian Law Group, PC; 30% to Haines Law Group, APC; and 20% to Lidman Law, APC).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 3, 2026, at El Segundo, California.

Scott M. Lidman

EXHIBIT A

EXHIBIT A

Electronically Received 12/18/2025 09:51 AM

LIDMAN LAW, APC

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tgose@lidmanlaw.com
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Attorneys for Plaintiff
CATHERINE ANDERSON and the Proposed Class
(ADDITIONAL COUNSEL ON NEXT PAGE)

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

CATHERINE ANDERSON, as an individual and on behalf of all others similarly situated; JOSE RODRIGUEZ, as an individual on behalf of himself and all other similarly situated,

Plaintiffs,

vs.

KINDER MORGAN, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 23STCV25789

Assigned to the Hon. Laura A. Seigle, Dept. SSC-17

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT & PAGA SETTLEMENT

FILED

Superior Court of California
County of Los Angeles

12/18/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT & PAGA SETTLEMENT

HAINES LAW GROUP, APC

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Attorneys for Plaintiff, JOSE RODRIGUEZ and the Proposed Class

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on December 18, 2025, at 9:00 AM, the Motion for Preliminary Approval of Class Action and PAGA Settlement filed by Plaintiffs Catherine Anderson and Jose Rodriguez (collectively, “Plaintiffs”), on behalf of themselves and a Settlement Class, and not opposed by Defendant Kinder Morgan, Inc. (“Defendant”), came on for hearing in Department 17 of the Los Angeles Superior Court, located at 312 N. Spring St., Los Angeles, CA 90012

After full consideration of the evidence, the pleadings and papers filed by the parties in connection therewith, arguments of counsel and all other matters presented to the Court, and good cause having been shown, IT IS HEREBY ORDERED that Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement is GRANTED based on the conditions below.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Settlement Agreement (“Agreement” or “Settlement Agreement”), and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. The Court recognizes that the parties stipulate and agree to certification of a class for settlement purposes only. For settlement purposes only, the Court conditionally certifies the following settlement class (the “Class Members” or “Settlement Class”): “all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the Class Period.” The “Class Period” means the period from September 28, 2019 to April 19, 2025.

3. The Class also includes “Aggrieved Employee,” which is defined as all persons employed by Defendant in California and classified as non-exempt who worked for Defendant during the PAGA Period. The “PAGA Period” means the period from September 28, 2022 to January 6, 2025 or the date of preliminary approval, whichever is later.

1 4. The Court finds, for settlement purposes only, the requirements of
2 California Code of Civil Procedure section 382 are satisfied. The term “Participating
3 Class Member” means a Class Member who has not requested exclusion from the
4 Settlement and also includes Aggrieved Employees.

5 5. Plaintiffs are hereby appointed and designated, for all purposes, as the
6 representatives of the Class, and the following attorneys are hereby appointed and
7 designated as counsel for Plaintiffs and the Class (“Class Counsel”):

8 SCOTT M. LIDMAN
9 TIARA GOSE-HARDY
10 MILAN MOORE
11 LIDMAN LAW, APC
12 2155 Campus Drive, Suite 150
13 El Segundo, California 90245

14 PAUL K. HAINES
15 HAINES LAW GROUP, APC
16 2155 Campus Drive, Suite 180
17 El Segundo, California 90245

18 GEORGE S. AZADIAN
19 ANI AZADIAN
20 AZADIAN LAW GROUP, PC
21 707 Foothill Blvd., Suite 200
22 La Cañada Flintridge, California 91011

23 6. Class Counsel are authorized to act on behalf of Class Members with
24 respect to all acts or consents required by, or which may be given pursuant to, the
25 Settlement, and such other acts reasonably necessary to consummate the Settlement. Any
26 Class Member may enter an appearance through counsel of such Class Member’s own
27 choosing and at such Class Member’s own expense. Any Class Member who does not
28 enter an appearance or appear on his or her own will be represented by Class Counsel.

 7. The Court hereby approves on a preliminary basis the Settlement
Agreement as appearing on its face to be fair, reasonable, and adequate and to have been
the product of serious, informed, and extensive negotiations among Plaintiffs, Defendant,
and their respective counsel.

1 8. A final approval hearing shall be held before this Court on
2 April 27, 2026 at 9 a.m., at _____.m. [the Parties request a date that is 130 days after the
3 Court grants Preliminary Approval], in Department 17 of the Los Angeles Superior
4 Court, located at 312 N. Spring St., Los Angeles, CA 90012, to determine all necessary
5 matters concerning the Settlement, including: whether the proposed settlement of the
6 Action on the terms and conditions provided for in the Settlement Agreement is fair,
7 adequate and reasonable and should be finally approved by the Court; whether a
8 Judgment, as provided in the Settlement, should be entered herein; whether the plan of
9 allocation contained in the Settlement Agreement should be approved as fair, adequate
10 and reasonable to the Class Members; and to finally approve Class Counsel Fee Payment,
11 Class Counsel Litigation Expenses Payment, the Class Representative Service Payments,
12 the PAGA payment to the LWDA, and the settlement administration expenses. The Final
13 Approval hearing may be continued without further notice.

14 9. The Parties shall file a Motion for Final Approval on or before sixteen (16)
15 court days prior to the hearing.

16 10. The Court hereby approves, as to form and content, the Class Notice
17 attached as Exhibit A to the Settlement Agreement. The Court finds that the distribution
18 of the Class Notice substantially in the manner and form set forth in the Settlement
19 Agreement and this Order meets the requirements of due process, is the best notice
20 practicable under the circumstances, and shall constitute due and sufficient notice to all
21 persons entitled thereto.

22 11. Not later than thirty (30) days after this Order is signed, Defendant shall
23 deliver the Class Data to the Settlement Administrator.

24 12. The Court hereby appoints Phoenix Settlement Administrators, as
25 Administrator and hereby directs the Administrator to mail or cause to be mailed to Class
26 Members (including the Aggrieved Employee) the Class Notice by first class mail within
27 14 calendar days after the receipt of the Class Data from Defendant using the procedures
28

1 set forth in the Settlement Agreement. Class Members who do not opt out of the non-
2 PAGA portion of the settlement will become Participating Class Members and will
3 automatically receive their Individual Class Payment.

4 13. Any Class Member may choose to opt out of and be excluded from the
5 class portion of the settlement as provided in the Class Notice by following the
6 instructions for requesting exclusion from the class that are set forth in the Class Notice.
7 Class Members who are Aggrieved Employees may not request exclusion from the
8 PAGA Settlement and shall receive an Individual PAGA Payment regardless of their
9 exclusion from the Class.

10 14. Pending the final approval hearing, all proceedings in this action, other than
11 proceedings necessary to carry out or enforce the terms and conditions of the Settlement
12 and this Order, are stayed.

13 15. Counsel for the parties are hereby authorized to utilize all reasonable
14 procedures in connection with the administration of the Settlement which are not
15 materially inconsistent with either this Order or the terms of the Settlement.

16 16. The Court reserves the right to adjourn or continue the date of the Final
17 Approval Hearing, or any other dates provided for in the Settlement Agreement, without
18 further notice, and retains jurisdiction to consider all further applications arising out of or
19 connected with the proposed Settlement.

20 IT IS SO ORDERED.

21
22 Dated: 12/18/2025



23 *Laura A. Seigle*
24 Hon. Laura A. Seigle
25 Judge of the Superior Court
26 Laura A. Seigle / Judge
27
28

EXHIBIT B

EXHIBIT B

Expense Summary
Catherine Anderson, et al. v. Kinder Morgan, Inc.

EXPENSE	AMOUNT
Mediation Costs	\$3,125.00
Filing, Service and Messenger Fees	\$2,751.73
Expert Fees	\$5,417.50
Copying Costs	\$33.00
Postage and Mailing Costs	\$61.31
Anticipated Costs (filing the Final Approval motion, court appearances, current Case Anywhere fees for Class Counsel, filing the final distribution declaration, service fees, copying and postage)	\$450.00
TOTAL:	\$11,838.54

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: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, November 18, 2025 4:06:07 PM

11/18/2025 04:04:43 PM

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

Item submitted: Proposed Settlement

On 11/18/2025 04:04:43 PM your Proposed Settlement was successfully processed for case number LWDA-CM-989820-23

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 E

EXHIBIT E

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com>
To: george@azadianlawgroup.com

Thu, Dec 18, 2025 at 8:10 AM

12/18/2025 08:10:29 AM

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

Item submitted: Proposed Settlement

On 12/18/2025 08:10:29 AM your Proposed Settlement was successfully processed for case number LWDA-CM-984329-23

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 F

EXHIBIT F

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, April 3, 2026 12:27:43 PM

04/03/2026 12:26:59 PM

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

Item submitted: Proposed Settlement

On 04/03/2026 12:26:59 PM your Proposed Settlement was successfully processed for case number LWDA-CM-989820-23

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 G

EXHIBIT G

From: no-reply@formassembly.com
To: [Gladys Beltran](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Monday, December 22, 2025 2:34:54 PM

12/22/2025 02:34:37 PM

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

Item submitted: Court Order or Judgment

On 12/22/2025 02:34:37 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-989820-23

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