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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**
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11 RAFAEL SOTO, as an individual and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 UNITED SCAFFOLD, INC., a California
16 corporation; and DOES 1 through 100,
17 inclusive,

18 Defendants.
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Case No.: 37-2022-00042002-CU-OE-CTL

*[Assigned for All Purposes to Hon. Michael T.
Smyth, Dept. C-67]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS
AND FINAL JUDGMENT**

Date: December 5, 2025
Time: 9:00 a.m.
Dept.: C-67

Action Filed: October 19, 2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on December 5, 2025, pursuant to
2 California Rule of Court 3.769 and this Court's July 31, 2025 Order Granting Preliminary Approval of
3 Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation of
4 Settlement ("Settlement")¹ and the documents and evidence presented in support thereof, and the
5 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

6 1. The conditional class certification contained in the Preliminary Approval Order is hereby
7 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
8 as:

9 All current and former non-exempt, hourly employees of Defendant United
Scaffold, Inc. who worked at any time in California during the Class Period.

10 2. The Class Period means the period from October 19, 2018 through December 1, 2023.

11 3. Plaintiff Mario Mariscal Jimenez is hereby confirmed as Class Representative, and Scott
12 M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines
13 Law Group, APC are hereby confirmed as Class Counsel.

14 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
15 manner of notice were approved by the Court on July 31, 2025, and the notice process has been
16 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
17 practicable under the circumstances. The Class Notice provided due and adequate notice of the
18 proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully
19 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court
20 3.769, and due process.

21 5. The Court finds that no Settlement Class member objected to the Settlement, that zero
22 (0) of the 164 class members have opted out of the Settlement, and that the 100% participation rate in
23 the Settlement supports final approval.

24 6. The Court hereby approves the settlement as set forth in the Settlement Agreement as
25 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
26 to its terms.

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28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in
the Settlement.

1 7. For purposes of settlement only, the Court finds that (a) the members of the Settlement
2 Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b)
3 there are questions of law or fact common to the Settlement Class, and there is a well-defined community
4 of interest among members of the Settlement Class with respect to the subject matter of the litigation;
5 (c) the claims of the Class Representative are typical of the claims of the members of the Settlement
6 Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement
7 Class members; (e) a class action is superior to other available methods for an efficient adjudication of
8 this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and
9 the Settlement Class.

10 8. The Court orders that Defendant deposit the Gross Settlement Amount of \$170,000.00
11 with Phoenix Settlement Administrators (“Phoenix”), the Settlement Administrator as provided for in
12 the Settlement. Specifically, Defendant shall fund the Gross Settlement Amount in two equal
13 installment payments of eighty-five thousand dollars and zero cents (\$85,000.00). The first
14 installment of \$85,000 is due six (6) months after the Effective Date. The second and final
15 installment of \$85,000.00, along with the employer’s side of taxes shall be paid six (6) months after
16 the first installment payment. The Settlement shall become effective on the “Effective Date” which is
17 defined as the latter of: (a) the Court’s final approval of the settlement if no objections by or on behalf
18 of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and
19 no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

20 9. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
21 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
22 in conformity with the terms of the Settlement.

23 10. The Court finds that a service award in the amount of \$7,500.00 for Plaintiff Rafael Soto
24 is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this
25 award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment
26 in conformity with the terms of the Settlement.

1 11. The Court finds that attorneys' fees in the amount of \$56,666.67 and litigation costs of
2 \$7,885.81 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
3 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

4 12. The Court orders that the Settlement Administrator shall be paid \$7,750.00 from the
5 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
6 finds that sum appropriate.

7 13. The Court finds that the payment to the California Labor & Workforce Development
8 Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of Plaintiff's representative
9 action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable,
10 and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in
11 conformity with the terms of the Settlement.

12 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
13 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant in addition to the
14 Gross Settlement Amount.

15 15. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
16 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
17 the Settlement Class member.

18 16. The Court finds and determines that upon satisfaction of all obligations under the
19 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
20 released the Released Claims as set forth in the Settlement, and will be permanently barred from
21 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

22 17. As of the Effective Date and the Gross Settlement Amount being fully funded, Plaintiff
23 and every member of the Settlement Class will fully and forever completely release and discharge
24 Defendant, and all of its past and present owners, its past and present officers, directors, shareholders,
25 managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and
26 its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys
27 (collectively the "Released Parties") from any and all claims, demands, rights, liabilities and causes of
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1 action that were pled in the operative First Amended Complaint or arising from the same operative facts
2 and/or allegations as those set forth in the operative First Amended Complaint in the Action, that arose
3 during the Class Period defined above including with respect to the following claims: (a) failure to pay
4 all overtime wages owed; (b) failure to pay all minimum wages owed; (c) unlawful deductions from
5 earned wages; (d) failure to provide meal periods, or pay premium pay for non-compliant meal periods;
6 (e) failure to authorize and permit rest periods, or pay premium pay for non-compliant rest periods; (f)
7 failure to provide accurate, itemized wage statements; (g) failure to pay all wages upon termination, and
8 (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of
9 action or legal theories described above (collectively, the “Released Claims”).

10 18. The time period release for the release of the Released Claims against the Released
11 Parties shall be the same time period as the Class Period.

12 19. PAGA Employees, will release and forever discharge all claims, demands, rights,
13 liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004
14 against the Released Parties based on the following (and as alleged in the letter to the Labor & Workforce
15 Development Agency (“LWDA”) dated October 19, 2022): (a) failure to pay all overtime wages owed;
16 (b) failure to pay all minimum wages owed; (c) unlawful deductions from earned wages; (d) failure to
17 provide meal periods, or pay premium pay for non-compliant meal periods; (e) failure to authorize and
18 permit rest periods, or pay premium pay for non-compliant rest periods; (f) failure to provide accurate,
19 itemized wage statements; and (g) failure to pay all wages upon termination, that occurred during the
20 PAGA Period (collectively, “PAGA Released Claim”).

21 20. The time release for the release of the PAGA Released Claims against the Released
22 Parties shall be the same time period as the PAGA Period of October 19, 2021 through December 1,
23 2023.

24 21. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition
25 to the Released Claims described above, all claims, whether known or unknown, under federal law or
26 state law against the Released Parties. Notwithstanding the foregoing, Plaintiff understands that this
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1 release includes unknown claims, which includes waiving all rights and benefits afforded by Section
2 1542 of the California Civil Code, which provides:

3 **A general release does not extend to claims which the creditor or releasing party does not**
4 **know or suspect to exist in his or her favor at the time of executing the release and that, if**
5 **known by him or her, would have materially affected his or her settlement with the debtor**
6 **or released party.**

7 Notwithstanding the above, nor anything else in this Settlement, the waiver and release in this
8 Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not
9 limited to, workers' compensation claims, pending or otherwise and/or benefits to be received by
10 Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation; and (ii) rights
11 or claims arising out of this Settlement.

12 22. The releases identified herein will only be effective upon the date that Defendant fully
13 funds the Gross Settlement Amount.

14 23. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
15 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
17 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

18 24. This document shall constitute a final judgment pursuant to California Rule of Court
19 3.769(h), which provides, "If the court approves the settlement agreement after the final approval
20 hearing, the court must make and enter judgment. The judgment must include a provision for the
21 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may
22 not enter an order dismissing the action at the same time as, or after, entry of judgment."

23 25. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
24 and Judgment.

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1 26. The Settlement Administrator shall file a declaration regarding the disbursement of
2 Settlement funds on or before July 30, 2027.

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4 **JUDGMENT IS SO ENTERED.**

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6 Dated: _____, 2025

7 Honorable Michael T. Smyth
8 Judge of the Superior Court
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