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MARIO MARISCAL JIMENEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MARIO MARISCAL JIMENEZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

SIGNTECH ELECTRICAL ADVERTISING,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 37-2023-00038995-CU-OE-CTL

*[Assigned for all purposes to the Hon. James
A. Mangione, Dept. C-75]*

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

Date: February 28, 2025

Time: 9:00 a.m.

Dept.: C-75

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
3 for the named Plaintiff Mario Mariscal Jimenez (“Plaintiff”) and the proposed Settlement Class
4 in the above-captioned matter. I am a member in good standing of the bar of the State of
5 California and am admitted to practice in this Court. I have personal knowledge of the facts stated
6 in this declaration and could 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
8 *summa cum laude*. During law school, I worked as a summer associate for the international
9 employment law firm of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on
11 employment litigation. In September 1998, I began working as an associate attorney at the
12 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
13 website is the largest law firm in the world exclusively devoted to representing management in
14 employment, employee benefits and labor law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day,
16 which was at the time one of the largest international firms in the world. During my employment
17 at Jones Day, I worked exclusively in the labor and employment department. In or around 2003,
18 I went to work at the law firm of Loeb & Loeb, again working exclusively in the Labor &
19 Employment department. In 2008, I returned to Littler Mendelson, was promoted to Shareholder
20 in 2009, and from 2008 until the end of 2017, I practiced exclusively labor and employment law,
21 with a strong emphasis and most of my time working on wage and hour class actions venued in
22 both state and federal courts. During that time and my legal career in general, I also worked on a
23 number of single and multi-plaintiff wage and hour matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the
25 class actions that I was staffed on, and ran many on my own both as an Of Counsel and as a
26 Shareholder. In particular, I received a wide-array of wage and hour class action experience
27 performing the following types of tasks: drafting demurrers, motions to strike and/or dismiss;
28 removing actions from state court to federal court; drafting and responding to written discovery;

1 drafting and opposing discovery related motions; arguing discovery related motions; drafting
2 motions to consolidate related matters; interviewing putative class members and obtaining
3 declarations in connection with class certification; drafting oppositions to motions for class
4 certification; drafting motions for decertification following class certification; conducting
5 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of
6 prevailing at class certification and potential damages resulting from such claims; drafting
7 mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiffs
8 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
10 wage and hour class actions. In short, I played an integral role in all aspects of litigation from the
11 inception of a matter through and beyond class certification. I also supervised the work of several
12 junior attorneys 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
14 PAGA actions that I performed substantial work on while I was a shareholder at Littler
15 Mendelson:

- 16 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx,
17 United States District Court, Central District of California, Honorable Gary
18 Klausner, presiding¹.
- 19 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
20 Superior Court, County of San Bernardino, Honorable Michael Sachs,
21 presiding.
- 22 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California
23 Superior Court, County of Los Angeles, Honorable Mel Red Recana,
24 presiding.

25
26
27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States
28 Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ▶ *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
2 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- 3 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-
4 MAN, United States District Court, Central District of California,
5 Honorable Percy Anderson, presiding.
- 6 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612,
7 California Superior Court, County of Los Angeles, Honorable Elihu Berle,
8 presiding.²
- 9 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx,
10 United States District Court, Central District of California, Honorable Percy
11 Anderson, presiding.
- 12 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx,
13 United States District Court, Central District of California, Honorable Percy
14 Anderson, presiding.
- 15 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932,
16 California Superior Court, County of Los Angeles, Honorable Jane
17 Johnson, presiding.³
- 18 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346,
19 California Superior Court, County of Orange, Honorable Thierry Patrick
20 Colaw, presiding.
- 21 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-
22 GPC-KSC, United States District Court, Southern District of California.⁴
- 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
27 Appeal 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.

- 1 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court,
2 County of Solano, Honorable Paul Berman, presiding.
- 3 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC
4 California Superior Court, County of Orange, Honorable William Claster,
5 presiding.
- 6 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC,
7 California Superior Court, County of Orange, Honorable William Claster,
8 presiding.
- 9 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States
10 District Court, Central District of California, Honorable Andrew Guilford,
11 presiding.⁵
- 12 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
13 United States District Court, Central District of California, Honorable
14 Margaret Morrow, presiding.
- 15 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
16 United States District Court, Central District of California, Honorable
17 Margaret Morrow, presiding.
- 18 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx,
19 United States District Court, Southern District of California, Honorable
20 John A. Houston, presiding.
- 21 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United
22 States District Court, Central District of California, Honorable Margaret
23 Morrow, presiding.
- 24 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United
25 States District Court, Central District of California, Honorable Margaret
26 Morrow, presiding.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
2 United States District Court, Northern District of California.
- 3 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-
4 CTL, California Superior Court, County of San Diego, Honorable Jeffrey
5 B. Barton, presiding.
- 6 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California
7 Superior Court, County of Santa Clara.
- 8 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California
9 Superior Court, County of Los Angeles, Honorable Terry Green, presiding.
- 10 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California
11 Superior Court, County of San Francisco.
- 12 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States
13 District Court, Northern District of California, Honorable Richard
14 Seeborg, presiding.

15 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open
16 my own law firm, Lidman Law, APC, to represent employees with work-related claims, including
17 primarily wage and hour claims and almost exclusively on a class-action basis. I am the President
18 and Shareholder of Lidman Law. Currently, over ninety percent (90%) of my practice is
19 dedicated exclusively to the prosecution of wage and hour class actions, and I am currently
20 responsible for prosecuting over sixty-five (65) wage and hour class actions filed in State courts
21 throughout California, with several of them having been removed to Federal courts. I believe that
22 my professional experience renders me more than qualified to serve as class counsel in this
23 lawsuit involving claims of underpaid overtime and minimum wages, meal and rest period
24 violations, and derivative penalty claims. Not only have I litigated dozens of wage and hour cases
25 throughout my career involving similar claims, including the wage and hour class actions
26 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As
27 a result, I am able to realistically assess and evaluate the facts and legal arguments that can be
28 made in pursuit and defense of similar wage and hour claims, as well as those facts and arguments

1 in support and in opposition to class certification. Consequently, I am able to appreciate the
2 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

3 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case
4 No. BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B.
5 Kuhl presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court,
6 County of Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances,*
7 *Inc.*, Case No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange,
8 Honorable Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No.
9 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David
10 Cohn presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court,
11 County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v.*
12 *Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of
13 Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*,
14 Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge
15 Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
16 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran*
17 *v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
18 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*,
19 Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge
20 Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872,
21 California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko
22 presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County
23 of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing,*
24 Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable
25 Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No.
26 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G.
27 Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California
28 Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding;

1 *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
2 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding;
3 *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California
4 Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v.*
5 *WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara,
6 Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No.
7 BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S.
8 Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-
9 06036-PSG-SS, United States District Court for the Central District of California, the Honorable
10 Judge Philip S. Gutierrez presiding.

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

15 10. Defendant Signtech Electrical Advertising, Inc. (“Defendant”) designs,
16 manufactures, installs, and services signage to corporate customers. On September 7, 2023,
17 Plaintiff filed a putative class action complaint against Defendant in San Diego County Superior
18 Court. On September 7, 2023, Plaintiff submitted a letter to the California Labor & Workforce
19 Development Agency (“LWDA”) and Defendant advising of his intention of filing a PAGA claim
20 based on the Labor Code violations alleged in his operative complaint. On November 13, 2023,
21 Plaintiff filed a First Amended Class Action and Representative Action Complaint. The primary
22 allegations are that Defendant: (1) failed to pay all overtime wages owed; (2) failed to provide
23 meal periods; (3) failed to authorize and permit all legally required rest periods; (4) failed to
24 provide accurate, itemized wage statements; (5) failed to pay all wages owed upon termination;
25 (6) engaged in unfair competition; and (7) is liable for civil penalties under the PAGA. A true
26 and correct copy of Plaintiff’s LWDA letter is attached hereto as **Exhibit 1**.

27 11. After agreeing to participate in private mediation, Defendant informally produced
28 timekeeping and payroll data for the putative class, as well as hundreds of pages of wage and hour
policies and other documents and information relevant to the claims alleged. After a detailed

review of the payroll and time records for the putative class and other documents and policies produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This informal discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached.

12. On July 26, 2024, after extensive research and analysis, a full-day mediation was held with Michael Young, Esq., a well-respected and experienced wage and hour class action mediator. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses.

Ultimately, the parties agreed in principle on a class-wide resolution. In the months that followed, the parties finalized the terms of settlement and executed the Joint Stipulation of Class and PAGA Representative Action Settlement and Release ("Settlement" or "Settlement Agreement"). *Id.* A true and correct copy of the Settlement is attached hereto as **Exhibit 2**. The proposed Notice of Class Action Settlement is attached as Exhibit A to the Settlement.

13. If the Court approves this Settlement, Defendant will pay a Total Settlement Amount ("TSA") of \$650,000.00. Significantly, this Settlement is **non-reversionary**, and no Class member will have to submit a claim form to receive a Settlement Award. Each Class Member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. The monetary terms of the Settlement are summarized below:

Total Settlement Amount ("SA"):	\$650,000.00
Minus Court-approved attorneys' fees (1/3 of the SA):	\$216,666.67
Minus Court-approved, verified costs (up to \$25,000.00):	\$25,000.00
Minus Court-approved Class Representative Service Award:	\$10,000.00
Minus Settlement Administration Costs:	\$8,000.00
Minus PAGA payment to the LWDA:	\$30,000.00
Net Settlement Amount ("NSA"):	\$360,333.33

Defendant shall fund the TSA within 15 days of the Effective Date. "Effective Date" means the date by which the Settlement is finally approved as provided herein and the Court's Final Approval Order becomes binding. The Final Approval Order becomes binding and

Effective upon the later of: (1) the day after the last day by which a notice of appeal to the California Court of Appeal of the Final Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed, which the Parties agree will be 65 calendar days after the notice of an order granting final approval of the Settlement is served, provided there have been no appeals filed within that time; (2) if such an appeal is filed, and the appeal is finally resolved and results in affirmation of the Final Approval Order and Settlement, the day after the last date for filing a request for further review of the California Court of Appeals' decision passes and no further review is requested; (3) if further review of the California Court of Appeals' decision is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day after the California Supreme Court affirms the Final Approval Order. The Effective Date cannot occur until and unless there is no possibility of an appeal, writ, or further appeal that could potentially prevent the Settlement Agreement from becoming final and binding according to the terms agreed upon by the Parties.

After deducting amounts for the Court-approved attorneys' fees and verified costs, Service Award to Plaintiff, Settlement Administrator costs, and the PAGA payment to the LWDA, the Settlement requires Defendants to pay a Net Settlement Amount ("NSA") of at least \$360,333.33 to all Class Members who do not timely opt out. Thus, the average individual payment is \$1,476.77, as a direct result of this litigation (assuming all Settlement Class members worked the same length of time).

14. According to Defendant, there are approximately 244 total Settlement Class members as of the last date when data is currently available. The Settlement Class is defined as:

All current and former non-exempt employees employed by Defendant Signtech Electrical Advertising, Inc. in the State of California during the Class Period.

Class Period means the period from September 7, 2019 to 90 days from the date of the Parties' July 26, 2024 mediation or the date the Court grants preliminary approval of the Settlement, whichever date is earlier.

In addition, the PAGA Employee group is defined as Class Members employed during the PAGA Period. For purposes of this Settlement Agreement, the "PAGA Period" shall mean the period from September 7, 2022 to 90 days from the date the Agreement is fully executed or

1 the date the Court grants preliminary approval of the Settlement, whichever date is earlier.

2 The average Individual Class Settlement Payment is \$1,476.77 as a direct result of this
3 litigation (assuming all Settlement Class members worked the same length of time).

4 15. Class Members' claims arise from Defendant's common, uniform policies and
5 practices that applied to Settlement Class members during the class period. Specifically, Plaintiff
6 alleged that Defendant's common and uniform policies and practices resulted in the following
7 violations: (1) failure to pay all overtime wages owed; (2) failure to provide meal periods; (3)
8 failure to authorize and permit all legally required rest periods; (4) failure to provide accurate,
9 itemized wage statements; (5) failure to pay all wages owed upon termination; (6) engagement
10 in unfair competition; and (7) liability for civil penalties under the PAGA.

11 16. As described in the accompanying Motion for Preliminary Approval, Plaintiff
12 alleges that he and Class Members were not fully compensated for all of their time worked.
13 Specifically, Plaintiff alleges Defendant miscalculated his and Class Members' regular rate of
14 pay by excluding bonuses when calculating an employee's regular rate for working overtime
15 hours. Plaintiff alleges that Defendant's failure to include these payments in the regular rate has
16 resulted in a systematic underpayment of overtime wages to Plaintiff and other non-exempt
17 employees. Accordingly, Plaintiff calculated a total wage underpayment of approximately
18 \$234,611.

19 17. Defendant contends that any bonuses were discretionary and did not need to be
20 accounted for in determining the regular rate of pay for overtime purposes. As such, Defendant
21 alleges it properly compensated Class Members for all of their time worked. Defendant further
22 asserts that Plaintiff would be unable to certify an overtime class given the individualized
23 inquiries that would be required. In light of these defenses, Plaintiff discounted the maximum
24 exposure by 55% for the risk of non-certification, and an additional 75% to account for
25 Defendants' defenses on the merits, to arrive at an estimated exposure of \$26,393.74.

26 18. Plaintiff alleges that he and Class Members were not provided with all legally-
27 required meal periods, including first meal periods beginning before the end of the fifth hour of
28 work and second meal periods. Plaintiff further alleges that meal periods were often less than

thirty minutes due to Defendant's unlawful meal period practices. Therefore, Plaintiff calculated Defendants' maximum exposure of the alleged meal period violations at approximately \$4,763,485.

19. Defendant counters that it has always 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 Defendants. Defendant points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, they are only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so. Finally, Defendant contends Plaintiff's meal period claim is not suited for class certification, since 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. Accordingly, Plaintiff discounted the maximum exposure by 65% for the risk of non-certification, and an additional 70% to account for Defendant's defenses on the merits to arrive at an estimated exposure of \$500,165.93.

20. Plaintiff also alleges Defendant maintained unlawful rest period policies and practices and failed to authorize and permit Plaintiff and other hourly, non-exempt employees take legally compliant rest periods when they worked shifts in excess of 3.5 hours. Specifically, Plaintiff alleges Defendant failed to provide any rest periods on shifts worked in excess of 3.5 hours. Based on the records produced in connection with mediation, there were approximately 146,976 shifts over 3.5 hours worked during the relevant time period. Accordingly, Plaintiff calculated Defendant's maximum exposure for rest period violations at \$6,466,439.

21. Defendant contends it has always maintained and enforced lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Further, Defendant argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class Member was in fact authorized and

1 permitted to take a compliant rest period, which would devolve into an unmanageable series of
2 mini-trials. Defendant further contends that rest breaks are not recorded and thus the claim is
3 more challenging to certify due to a lack of time records to rely upon as common proof.
4 Accordingly, Plaintiff discounted the maximum exposure by 65% for the risk of non-
5 certification, and an additional 60% to account for Defendants' defenses on the merits to arrive
6 at an estimated exposure of \$905,301.46.

7 22. Plaintiff alleges that Defendants issued inaccurate wage statements in violation of
8 Labor Code § 226 as a result of the alleged unpaid overtime wages and meal and rest period
9 premium wages described above. Plaintiff calculated Defendants' maximum exposure for wage
10 statement violations at approximately \$764,000 (\$50 for the first violation and \$100 for each
11 subsequent violation).

12 23. Defendant argues that its alleged wage statement violations could not be shown
13 to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee
14 "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code
15 § 226(e) for imposition of penalties. As such, Plaintiff discounted the calculated exposure by
16 65% for a risk of non-certification and an additional 80% for a risk of being unsuccessful on the
17 merits, to arrive at an estimated total of \$53,480.00.

18 24. Plaintiff alleges that as a result of failing to pay all overtime wages and all meal
19 and rest period premium at the end of employment, Defendant is liable for waiting time penalties
20 under Labor Code § 203. Based on Plaintiff's analysis of 88 former employees, Plaintiff
21 calculated Defendants' maximum exposure for waiting time penalties to be approximately
22 \$742,131.

23 25. Defendant asserts it has strong defenses to the waiting time claim because there
24 exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties.
25 As such, Plaintiff discounted the calculated exposure by 65% for a risk of non-certification and
26 an additional 80% for a risk of being unsuccessful on the merits, to arrive at an estimated total of
27 \$51,949.17.

28 26. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing
alleged Labor Code violations. Plaintiff calculated Defendant's maximum exposure at

1 \$3,455,400.

2 27. Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that
3 his underlying claims will fail. Defendants also maintain that, given their good faith defenses,
4 this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to
5 find Defendant liable for any of Plaintiff's claims. Therefore, Plaintiff discounted the maximum
6 exposure figure by 65% for a risk of being unsuccessful on the merits, and an additional 80% to
7 account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of
8 \$241,878.00.

9 28. Using these estimated figures for each of the claims described above, Plaintiff
10 predicted the realistic total recovery for the Settlement Class would be approximately
11 \$1,779,168.29. The proposed settlement of \$650,000.00 therefore represents approximately
12 36.5% of the reasonably forecasted recovery for the Settlement Class.

13 29. Here, Class Counsel will apply for an attorneys' fees award of one-third of the
14 TSA, which is currently estimated to be \$216,666.67, and up to \$25,000.00 in verified costs
15 reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex,
16 risky, expensive, and time-consuming litigation on a purely contingent fee basis. Further,
17 Plaintiff has provided written approval of the split of attorneys' fees in this action. Class Counsel
18 has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiff's
19 claims, conducting legal research, reviewing approximately hundreds of pages of Defendant's
20 documents and policies, analyzing Class Members' timekeeping data and payroll records,
21 preparing for and attending mediation, negotiating and revising the long-form Settlement,
22 preparing this Motion, and otherwise litigating the case. Class Counsel expect to expend
23 additional attorney time in attending the hearing on this Motion, overseeing the Notice process
24 and fielding questions from Settlement Class members, preparing the final approval papers, and
25 attending the Final Approval hearing. I am not aware of any conflicts of interest between Class
Counsel and the Class.

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

27 31. Plaintiff will seek a service award of \$10,000.00 at the time of seeking final
28 approval, and I believe this is reasonable. As will be fully briefed at the time of final approval,

1 Plaintiff's requested service award is intended to recognize the time and effort Plaintiff expended
2 on behalf of the Settlement Class, including providing substantial factual information and
3 documents to Class Counsel, attending multiple meetings with Class Counsel to discuss the
4 claims and theories at issue in the litigation, as well as the significant risks Plaintiff undertook
5 by agreeing to serve as the named plaintiff in this case, and the fact that Plaintiff has agreed to a
6 general release of all claims subject to a waiver of Civil Code § 1542. There are no apparent
7 conflicts of interest between Plaintiff and the Settlement Class he seeks to represent.

8 32. Although the parties engaged in informal discovery, the parties still had significant
9 formal discovery and motion practice to complete in litigation had the matter not settled.
10 Moreover, Plaintiff still had to file for class certification and faced the prospect of appeals in the
11 wake of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment
12 ruling. Even if the class and claims sought to be certified by Plaintiff were in fact certified (in
13 whole or in part), the parties would incur considerably more burden and attorneys' fees and costs
14 through a possible decertification motion, dispositive motion, trial, and possible appeal. This
15 Settlement avoids those risks and the accompanying expense.

16 33. I have directed my office to submit a copy of the instant Motion for Preliminary
17 Approval and all supporting documents via the LWDA's website on the same date concurrently
18 herewith and will submit a supplemental declaration evidencing the submission.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21 Executed on December 17, 2024 at El Segundo, California.

22
23
24 

25 Scott M. Lidman
26
27
28

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

September 7, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Signtech Electrical Advertising, Inc.
c/o Kimra Schauer-Shepherd, Registered Agent
4444 Federal Blvd.
San Diego, CA 92102

Re: *Mario Mariscal Jimenez v. Signtech Electrical Advertising, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Mario Mariscal Jimenez (“Mr. Jimenez”) in claims arising from his employment with Signtech Electrical Advertising, Inc., a California corporation (“Defendant”). Mr. Jimenez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees working for Defendant in California and whom Defendant during the one year immediately preceding the date of this letter through the present date, and continuing through a civil judgment if the LWDA takes no action and Mr. Jimenez files a civil lawsuit seeking civil penalties.

Mr. Jimenez worked for Defendant as a non-exempt Polisher/Preparer starting in approximately 2017. Mr. Jimenez was generally scheduled to work Monday – Friday from approximately 6:00 a.m. to 2:30 p.m. However, Mr. Jimenez often worked in excess of 8 hours per day and/or 40 hours per workweek.

Throughout Mr. Jimenez’s employment, Defendant’s policies and/or procedures required Mr. Jimenez and other hourly, non-exempt employees to record their start and stop time on a company computer by inputting their employee card and/or number.

While working for Defendant, Mr. Jimenez and other hourly, non-exempt employees routinely worked in excess of eight hours per workday, in excess of 12 hours per workday and/or more than 40 hours per workweek, but did not receive overtime compensation equal to one and one-half times and/or equal to two times their regular rate of pay for working overtime hours. Specifically, Mr. Jimenez and

other hourly, non-exempt employees received bonuses and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendant's payment of Incentive Pay to Mr. Jimenez and other hourly, non-exempt employees, Defendant failed to include all forms of Incentive Pay when calculating their regular rate of pay, thereby causing them to be underpaid all of their required overtime wages. Rather, Mr. Jimenez and other hourly, non-exempt employees were paid an amount less than one and a half times (or two times in the case of double-time hours) his regular rate of pay, as Defendant failed to include the various forms of Incentive Pay earned during corresponding time periods that were required to be included in the regular rate of pay. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked at the correct overtime rate and/or double overtime rate, Mr. Jimenez and other hourly, non-exempt employees were deprived all required overtime wages earned.

Throughout Mr. Jimenez's employment with Defendant, Mr. Jimenez and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices. Specifically, due to the work demands imposed by Defendant, Mr. Jimenez and other hourly, non-exempt employees either were not provided with a lunch, or was often prevented from taking meal periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length. For example, Mr. Jimenez's scheduled start time was 6:00 a.m., however, Defendant did not schedule Mr. Jimenez's meal period until 11:30 a.m., which resulted in late and/or otherwise unlawful meal periods. This policy and practice of Defendant not providing lawful meal periods to Mr. Jimenez and/or requiring Mr. Jimenez and other hourly, non-exempt employees to take a meal period after the end of the fifth hour of work violates California law.

Additionally, on the occasions when Mr. Jimenez and other hourly, non-exempt employees worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period due to Defendant's meal period policies and practices that fail to provide for a second meal period for shifts over 10.0 hours.

Although Mr. Jimenez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Jimenez and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Jimenez and other hourly, non-exempt employees were also not authorized and permitted to take all required rest periods due to Defendant's rest period policies/practices. Specifically, due to the work demands imposed by Defendant, Defendant's rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.

Although Mr. Jimenez and other hourly, non-exempt employees were not provided with all legally-compliant rest periods to which he was entitled, Defendant failed to compensate Mr. Jimenez and other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Jimenez and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all overtime wages, and failure to pay all meal and rest period premium wages, Defendant failed to pay all wages owed to Mr. Jimenez and other hourly, non-exempt employees upon separation of their employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Overtime Violations

Defendant was required to pay Mr. Jimenez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As alleged above, Mr. Jimenez received bonuses and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendant's payment of Incentive Pay to Mr. Jimenez, Defendant failed to include all forms of Incentive Pay when calculating Mr. Jimenez's regular rate of pay, thereby causing Mr. Jimenez to be underpaid all of his required overtime wages. Rather, Mr. Jimenez was paid an amount less than one and a half times (or two times in the case of double-time hours) his regular rate of pay, as Defendant failed to include the various forms of Incentive Pay earned during corresponding time periods that were required to be included in the regular rate of pay. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked at the correct overtime rate and/or double overtime rate, Mr. Jimenez and other aggrieved employees were deprived all required overtime wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide their aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As described above, due to the work demands imposed by Defendant, Mr. Jimenez either was not provided with a lunch, or was often prevented from taking meal periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length. For example, Mr. Jimenez's scheduled start time was 6:00 a.m., however, Defendant did not schedule Mr. Jimenez's meal period until 11:30 a.m., which resulted in late and/or otherwise unlawful meal periods. This policy and practice of Defendant not providing lawful meal periods to Mr. Jimenez and/or requiring Mr. Jimenez and other non-exempt employees to take a meal period after the end of the fifth hour of work violates California law. Additionally, on the occasions when Mr. Jimenez worked in excess of 10.0 hours, he was not provided with a second 30-minute meal period due to Defendant's meal period policies and practices that fail to provide for a second meal period for shifts over 10.0 hours. Therefore, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although the aggrieved employees were not provided with all legally-compliant meal periods to which

they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. Specifically, due to the work demands imposed by Defendant, Defendant's rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. As a result, Mr. Jimenez and the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Jimenez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all overtime wages earned, meal and rest period premiums, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Jimenez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime wages earned and meal and rest period premiums, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Jimenez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, unpaid overtime wages, and meal and rest period premium wages.

As an "aggrieved employee," Mr. Jimenez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Jimenez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Jimenez and other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Jimenez and the aggrieved employees;

- c) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Jimenez and the aggrieved employees;
- d) Defendant violated Labor Code § 226 by failing to furnish Mr. Jimenez and other aggrieved employees with accurate and compliant itemized wage statements;
- e) Defendant violated Labor Code §§ 204 and 210 by failing to pay Mr. Jimenez and other aggrieved employees all earned wages at least twice during each calendar month;
- f) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Jimenez and other aggrieved employees; and
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Jimenez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Gladys Beltran](#)
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, September 07, 2023 3:14:54 PM

9/7/2023

LWDA Case No. LWDA-CM-980220-23
Law Firm : Lidman Law, APC
Plaintiff Name : Mario Mariscal Jimenez
Employer: Signtech Electrical Advertising, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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 2

EXHIBIT 2

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Fax No.: 619.232.4302

Attorneys for Defendant
SIGNTECH ELECTRICAL ADVERTISING, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MARIO MARISCAL JIMENEZ, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

SIGNTECH ELECTRICAL
ADVERTISING,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendant.

Case No. 37-2023-00038995-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO HON.
JAMES A. MANGIONE, DEPT C-75

**JOINT STIPULATION OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Trial Date: Not Set
Complaint Filed: September 7, 2023

1 This Joint Stipulation of Class and PAGA Representative Action Settlement and Release (the
2 “Settlement Agreement” or “Settlement”) is made and entered into by and between the following
3 parties: Plaintiff Mario Jimenez (“Jimenez” or “Plaintiff”), individually, on a representative basis, and
4 on behalf of all others similarly situated whom he seeks to represent for settlement purposes, and
5 Defendant Signtech Electrical Advertising, Inc. (“Signtech” or “Defendant”) (collectively, the
6 “Parties”). Subject to the approval of the Court, the Parties agree that the above-captioned Action
7 (defined below) is compromised and settled pursuant to the terms and conditions set forth below.

8 **1. DEFINITIONS.**

9 Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have the
10 meanings set forth below:

11 1.1 “**Action**” means the matter captioned *Mario Jimenez v. Signtech Electrical*
12 *Advertising, Inc.*, Case No. 37-2023-00038995-CU-OE-CTL, pending in San Diego County Superior
13 Court.

14 1.2 “**Class Claims**” means all claims for any debts, liabilities, demands, obligations,
15 guarantees, penalties, damages, reimbursements, interest, attorneys’ fees, costs, and/or other amounts
16 or relief recoverable under state, local or federal law that Plaintiff asserted or could have asserted in
17 the Action – on behalf of himself and the putative Class Members – based on the facts alleged in
18 Plaintiff’s Complaint, and accompanying exhibits, including without limitation Plaintiff’s claims for
19 (1) Failure to Pay All Overtime Wages Owed (CA Labor Code §§ 204, 510, 558, 1194, 1198); (2)
20 Failure to Provide Meal Periods (CA Labor Code §§ 226.7, 512, 558); (3) Failure to Authorize and
21 Permit Rest Periods (CA Labor Code §§ 226.7, 516, 558); (4) Failure to Provide Accurate, Itemized
22 Wage Statements (CA Labor Code § 226 et seq.); (5) Failure to Pay All Wages Owed Upon
23 Termination (CA Labor Code §§ 201-203); and (6) Unfair Competition (CA Business and Professions
24 Code § 17200 et seq.).

25 1.3 “**Class Counsel**” means Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of the
26 law firm Lidman Law, APC, and Paul K. Haines of the Haines Law Group, APC.
27
28

1 1.4 **“Class Counsel Costs Award”** means the expenses and costs incurred by Class
2 Counsel for Class Counsel’s litigation and resolution of this Action, as awarded by the Court, which
3 may not exceed Twenty-Five Thousand Dollars (\$25,000.00).

4 1.5 **“Class Counsel Fees Award”** means the attorneys’ fees for Class Counsel’s litigation
5 and resolution of this Action, as awarded by the Court, which may not exceed one-third of the Total
6 Settlement Amount, or Two Hundred and Sixteen Thousand Six Hundred and Sixty-Six Dollars and
7 Sixty-Seven Cents (\$216,666.67). However, notwithstanding the foregoing, if the escalator clause set
8 forth in Paragraph 4.2.5.4 below is triggered and Defendant elects to pay a pro rate increase to the
9 Total Settlement Amount, Class Counsel may seek in attorneys’ fees one-third of the increased Total
10 Settlement Amount. Any attorneys’ fees or litigation costs not awarded by the Court will be added to
11 the Net Distribution Fund and distributed to Participating Class Members.

12 1.6 **“Class Information”** means the full name, last known address, social security number,
13 and workweeks worked by Class Members during the Class Period and pay periods worked by the
14 PAGA Employees during the PAGA Period (or the work history information for Class Members and
15 PAGA Employees sufficient for the Settlement Administrator to calculate the relevant workweeks).
16 Defendant will compile a Confidential Microsoft Excel spreadsheet containing the Class Information
17 developed in good faith using best efforts from its records and provide it to the Settlement
18 Administrator as a Confidential document pursuant to the Stipulated Protective Order in this Action.
19 Because Class Members’ sensitive personal information is included in the Class Information, the
20 Settlement Administrator shall maintain the Class Information securely and in confidence pursuant to
21 the Protective Order in this case. Access to such Class Information shall be limited to employees of
22 the Settlement Administrator with a need to use the Class Information for administration of the
23 Settlement. The Settlement Administrator will take all necessary measures to adequately secure the
24 information.

25 1.7 **“Class Members”** or **“Class”** means all current and former non-exempt employees
26 employed by Defendant Signtech Electrical Advertising, Inc. in the State of California during the Class
27 Period.
28

1 1.8 **“Class Member Released Claims”** means the Class Claims from which Participating
2 Class Members are fully releasing the Released Parties under this Settlement from September 7, 2019
3 through the end of the Class Period, including all claims for any debts, liabilities, demands, obligations,
4 guarantees, penalties, damages, interest, attorneys’ fees, costs, and/or other amounts or relief
5 recoverable under state, local or federal law that Plaintiff asserted or could have asserted in the Action
6 – on behalf of himself and the putative Class Members – based on the facts alleged in Plaintiff’s
7 Complaint and Labor and Workforce Development Agency (“LWDA”) notice letter.

8 1.9 **“Class Period”** means the period from September 7, 2019 to 90 days from the date
9 Parties’ July 26, 2024 mediation or the date the Court grants preliminary approval of the Settlement,
10 whichever date is earlier.

11 1.10 **“Complaint”** means the operative Complaint in the Action, including any amendments
12 and exhibits to the Complaint.

13 1.11 **“Complete and General Release”** means an irrevocable and unconditional release
14 given only by the named Plaintiff in the Action (*i.e.*, Jimenez), releasing the Released Parties from
15 any and all charges, complaints, claims, causes of action, debts, sums of money, controversies,
16 agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity,
17 known or unknown, suspected or unsuspected, arising from conduct occurring during or related to
18 Plaintiff’s employment, and/or the Action, including but not limited to all of the Class Claims and
19 including without limitation all actions, claims and grievances, whether actual or potential, known or
20 unknown, related, incidental to or arising out of any act or omission committed or omitted by the
21 Released Parties (defined below) during or related to Plaintiff’s employment with or separation from
22 Defendant, including any and all actions, claims and grievances, whether actual or potential, known
23 or unknown, related, incidental that arose or may have arisen before or through the end of the Class
24 Period and/or arising out of Plaintiff’s employment with Defendant Signtech and/or the cessation
25 thereof. This release includes a waiver of California Civil Code section 1542 (*i.e.*, 1542 Waiver). This
26 release by Plaintiff also includes, but is not limited to, a release of all claims under (a) the California
27 Civil Code, (b) the California Fair Employment and Housing Act, (c) Title VII of the Civil Rights Act
28 of 1964, as amended, 42 U.S.C. § 2000e *et. seq.*, (d) the Employment Act of 1967, (e) the Civil Rights

1 Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h)
2 Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, *et. seq.*, as
3 amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as
4 amended, (l) the Immigration and Reform Control Act, as amended, (m) any other state, federal, and
5 local law, regulation and ordinance dealing with discrimination in employment, disability, wrongful
6 discharge, and retaliation for exercising any right or participating or engaging in any activity, (n) the
7 Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as amended,
8 (p) the Employment Retirement Income Security Act of 1974, as amended (except vested benefits),
9 (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (r) the Worker
10 Adjustment and Retraining Notification Act, as amended, (s) any federal, state or common law claim
11 or cause of action for breach of contract, wrongful discharge, constructive discharge, retaliation,
12 defamation, slander, libel, intentional or negligent infliction of emotional distress, misrepresentation,
13 fraud, promissory estoppel, any other tort or negligence claim, or obligations arising out of any of
14 Defendant's employment policies or practices, employee handbooks, and/or any statements by any
15 employee or agent of Defendant whether oral or written, and (t) any federal, state or common law
16 claim or cause of action for reinstatement, back pay, bonus, attorneys' fees, compensatory damages,
17 costs, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress,
18 personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation,
19 damage for personal, emotional or economic injury or damage of any kind. This provision is intended
20 by the Parties to be all-encompassing and to act as a full and total release of any claims, whether
21 specifically enumerated herein or not, that Plaintiff might have or have had, that exists or ever has
22 existed related to his employment with or separation from Defendant to the maximum extent permitted
23 by law. Notwithstanding the foregoing, Plaintiff's Complete and General in this Agreement does not
24 apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to,
25 workers' compensation claims; (ii) rights or claims arising out of this Agreement after this Agreement
26 is executed by Plaintiff; and (iii) rights or claims arising of this Agreement. The Agreement in no way
27 affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation
28 pursuant to the jurisdiction of workers' compensation.

1.12 **“Court”** means the Superior Court of the State of California, County of San Diego.

1.13 **“Defendant”** means the named Defendant in the Action, Signtech Electrical Advertising, Inc. (“Signtech”).

1.14 **“Defense Counsel”** means Joshua D. Levine, Esq. and Jocelyn Hannah, Esq. of the law firm Littler Mendelson, P.C.

1.15 **“Effective Date”** means the date by which this Settlement is finally approved as provided herein and the Court’s Final Approval Order becomes binding. For purposes of this Settlement Agreement, the Final Approval Order becomes binding and Effective upon the later of: (1) the day after the last day by which a notice of appeal to the California Court of Appeal of the Final Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed, which the Parties agree will be 65 calendar days after the notice of an order granting final approval of the Settlement is served, provided there have been no appeals filed within that time; (2) if such an appeal is filed, and the appeal is finally resolved and results in affirmation of the Final Approval Order and Settlement, the day after the last date for filing a request for further review of the California Court of Appeals’ decision passes and no further review is requested; (3) if further review of the California Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day after the California Supreme Court affirms the Final Approval Order. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal, writ, or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding according to the terms agreed upon by the Parties.

1.16 **“Final Approval Hearing”** means the hearing held to determine whether the Court will enter a Final Approval Order finally approving this Settlement.

1.17 **“Final Approval Order”** means the Court’s entry of an order finally approving the Settlement and entering judgment in accordance therewith substantially in the form attached hereto as **Exhibit C.**

1 1.18 **“Individual Settlement Payment”** means the amount payable from the Net
2 Distribution Fund that the Settlement Administrator will pay to each Participating Class Member, as
3 calculated pursuant to Paragraphs 4.2.5.1 and 4.2.5.2 below.

4 1.19 **“Net Distribution Fund”** means the Total Settlement Amount, less the amounts
5 allotted to: (1) the Class Counsel Fees Award (\$216,266.67), (2) the Class Counsel Costs Award (up
6 to \$25,000), (3) the Service Award for Plaintiff (up to \$10,000), (4) the 75% of the PAGA Award to
7 be paid to the California Labor and Workforce Development Agency (“LWDA”) (\$30,000); (5)
8 Individual Settlement Payments to Participating Class Members and PAGA Employees (as further
9 specified below); and (6) Settlement Administration Costs (up to \$8,000). Individual Settlement
10 Payments to Participating Class Members will be paid out of the Net Distribution Fund.

11 1.20 **“Notice of Objection”** means a written request by a Class Member to object to this
12 Settlement, which must be completed and timely submitted in the manner set forth in this Settlement
13 Agreement and the Notice of Settlement.

14 1.21 **“Notice of Settlement”** or **“Class Notice”** means the Notice of Class Action
15 Settlement that the Settlement Administrator will mail to Class Members to apprise them of this
16 Settlement (substantially in the form attached hereto as **Exhibit A**).

17 1.22 **“PAGA Award”** means Forty Thousand Dollars (\$40,000) of the Total Settlement
18 Amount that the Parties have allocated to PAGA penalties (*i.e.*, the PAGA Award), 75% of which
19 (\$30,000) will be remitted to the LWDA and 25% (\$10,000) of which will remain in the Net
20 Distribution Fund and be distributed on a prorated basis based on the pay periods (rounded up to the
21 nearest pay period) each PAGA Employee worked during the PAGA Period. This payment will be
22 considered part of the amount allocated to penalties in the Individual Settlement Payments to
23 Participating Class Members. Class Members who are also PAGA Employees and submit a Request
24 for Exclusion will receive only a payment for their prorated portion of the 25% of the PAGA Award
25 available for distribution to PAGA Employees (who cannot opt out of the PAGA portion of the
26 Settlement).

27 1.23 **“PAGA Claims”** means any and all claims Plaintiff asserted or could have asserted in
28 the Action under PAGA in the Complaint and/or his LWDA notice letter, on behalf of himself, the

1 State of California and/or PAGA Employees for any recovery available under PAGA, including
2 without limitation civil penalties, interest, attorneys' fees, costs, and any other relief recoverable under
3 California Labor Code § 2698, et seq. and/or alleged under Plaintiff's seventh claim alleged under
4 PAGA.

5 1.24 **"PAGA Employees"** means Class Members employed during the PAGA Period.
6 PAGA Employees cannot opt out of the PAGA portion of this Settlement. However, they may opt out
7 of the Settlement of the Class Claims provided they timely submit a Request for Exclusion.

8 1.25 **"PAGA Period"** means the period from September 7, 2022 to 90 days from the date
9 this Agreement is fully executed or the date the Court grants preliminary approval of the Settlement,
10 whichever date is earlier.

11 1.26 **"PAGA Released Claims"** means the PAGA Claims from which Plaintiff, the PAGA
12 Employees, and the State of California are fully releasing the Released Parties under this Settlement
13 during the PAGA Period, including any and all claims Plaintiff asserted or could have asserted based
14 on the facts alleged in the Complaint and/or Plaintiff's LWDA letter under PAGA, including civil
15 penalties, interest, attorneys' fees, costs, and any other relief recoverable under California Labor Code
16 § 2698, et seq.

17 1.27 **"Parties"** means Plaintiff and Defendant and **"Party"** shall mean either Plaintiff or
18 Defendant.

19 1.28 **"Plaintiff"** or **"Class Representative"** means Plaintiff Mario Mariscal Jimenez.

20 1.29 **"Participating Class Members"** means Class Members who do not submit a timely
21 Request for Exclusion from this Settlement.

22 1.30 **"Preliminary Approval Date"** means the date the Court enters the Preliminary
23 Approval Order.

24 1.31 **"Preliminary Approval Order"** means the Court's entry of an order preliminarily
25 approving this Settlement (substantially in the form attached hereto as **Exhibit B**).

26 1.32 **"Released Parties"** means Defendant Signtech Electrical Advertising, Inc., Signtech
27 Holding Company, Inc., and their subsidiaries, affiliates and/or parents, attorneys, and each of their
28 respective successors and predecessors in interest; all of their respective officers, directors, employees,

1 administrators, fiduciaries, trustees, beneficiaries and agents; and each of their past, present and future
2 officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants,
3 auditors, consultants, insurers and reinsurers.

4 1.33 **“Request for Exclusion”** means a timely written request by a Class Member to exclude
5 herself/himself from the Settlement, which must be completed and mailed in the manner set forth in
6 this Settlement Agreement and the Notice of Settlement.

7 1.34 **“Response Deadline”** means the date forty-five (45) calendar days after the Settlement
8 Administrator mails the Notice of Settlement to Class Members and the last date on which Class
9 Members may postmark Requests for Exclusion or Notices of Objection to the Settlement.

10 1.35 **“Service Award”** means the amount the Court awards Plaintiff for his efforts in
11 assisting with the prosecution of the Action and as consideration for executing this Settlement
12 Agreement and agreeing to a general release of all claims against Defendant, which shall not exceed
13 \$10,000. Plaintiff’s Service Award is subject to approval from the Court and will be paid only from
14 the Total Settlement Amount. Any portion of the Service Award not awarded by the Court will be
15 added to the Net Distribution Fund and distributed to Participating Class Members. Plaintiff will also
16 be eligible to receive an Individual Settlement Payment similar to other Class Members/PAGA
17 Employees.

18 1.36 **“Settlement”** means the disposition of the Action pursuant to this Settlement
19 Agreement.

20 1.37 **“Settlement Administration Costs”** means the reasonable and necessary costs
21 incurred by the Settlement Administrator and awarded by the Court from the Total Settlement Amount,
22 which may not exceed Eight Thousand Dollars (\$8,000), unless otherwise approved by the Parties and
23 Court. Settlement Administration Costs include but are not limited to: the costs of Class Notice
24 (including Spanish translation), any required reporting by the Settlement Administrator to federal and
25 state agencies, establishing a qualified settlement fund for Defendant to deposit the Total Settlement
26 Amount (from which the Settlement Administrator will pay the Court-approved Class Counsel Fees
27 Award, the Class Counsel Costs Award, the Service Award for Plaintiff, the PAGA Award, Settlement
28 Administration Costs and Individual Settlement Payments to Participating Class Members and PAGA

Employees, as specified herein); receiving and responding to inquiries from Class Members about the Settlement; calculating and distributing settlement payments to Participating Class Members and PAGA Employees as specified herein; calculating, processing, and remitting all withholding taxes or other legally-required taxes (if any) and handling any required tax reporting; processing any Notices of Objection and Requests for Exclusion; providing declarations and reporting to the Court and Parties; and performing all of the tasks for which the Settlement Administrator is retained as further specified below and/or which the Settlement Administrator must perform pursuant to orders of the Court. The Parties agree that the Settlement Administration Costs shall be paid exclusively from the Total Settlement Amount and that Defendant shall not be responsible for the payment of any additional Settlement Administration Costs separate from or in addition to those paid from the Total Settlement Amount.

1.38 **“Settlement Administrator”** means Phoenix Settlement Administrators.

1.39 **“Settlement Agreement” or “Settlement” or “Agreement”** means this Joint Stipulation of Class Action Settlement and Release executed by all Parties.

1.40 **“Settlement Fund Account”** means the bank account established pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

1.41 **“Total Settlement Amount”** means Six Hundred and Fifty Thousand Dollars and Zero Cents (\$650,000.00), which is the maximum amount that Defendant Signtech is providing under this Settlement Agreement in order to settle the Action in its entirety; provided, however, that if the escalator clause set forth in Paragraph 4.2.5.4 below is triggered and Defendant elects to pay a pro rate increase to the Total Settlement Amount, the amount set forth in this Paragraph shall be increased accordingly. The Total Settlement Amount shall constitute the entire consideration provided by Signtech pursuant to this Settlement Agreement and Defendant Signtech shall not be required to pay any amount above the Total Settlement Amount in connection with this Settlement.

1.42 **“Void Date”** means the date by which any checks issued to Participating Class Members and PAGA Employees shall become void, *i.e.*, on the 181st calendar day after mailing.

1.43 **“1542 Waiver”** means an express waiver, to the fullest extent permitted by law, of the

provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which Section provides:

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

2. RECITALS.

2.1 Plaintiff Mario Mariscal Jimenez (“Jimenez” or “Plaintiff”) worked for Signtech as a non-exempt Polisher/Preparer since 2017. Jimenez filed this lawsuit on September 7, 2023, as a putative class action, seeking to represent all current and former non-exempt Signtech employees in California. He filed a First Amended Complaint (“FAC”) on November 13, 2023, adding a PAGA cause of action seeking recovery of civil penalties based on the same underlying theories of liability. Signtech answered the FAC on January 16, 2024, generally denying Jimenez’s claims and asserting various affirmative defenses.

2.2 Plaintiff’s operative FAC alleges putative class action claims for: (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest Periods; (4) Failure to Provide Accurate, Itemized Wage Statements; (5) Failure to Pay All Wages Owed upon Termination; (6) Unfair Competition in violation of California Business and Professions Code section 17200 et seq.; and (7) PAGA penalties. Plaintiff defines the putative class as “all of Defendants’ current and former non-exempt employees in California” during the Class Period. Defendant has, and still does, deny all of Jimenez’s claims.

2.3 In addition to filing this lawsuit, Plaintiff also submitted a notice letter to the LWDA on September 7, 2023, (to exhaust his required administrative remedies to bring a PAGA claim) before filing this lawsuit. Plaintiff’s PAGA letter is attached as Exhibit “1” to his Complaint.

2.4 After answering Plaintiff’s Complaint on January 16, 2024, the Parties engaged in significant informal discovery related to the scope and parameters of the putative Class and putative PAGA Employee group as well as all of Plaintiff’s claims. The documents and data produced by Defendant to Plaintiff consisted of approximately 465 pages of relevant policy documents, handbooks,

1 personnel records, wage statements, key data on the number of putative class members, workweeks in
2 the Class Period, workweeks in the PAGA Period, separated employees, as well as the relevant pay
3 and time data for all Class Members.

4 2.5 Following extensive informal discovery and exchanging mediation briefs, the parties
5 participated in a full-day mediation with experienced mediator Mike Young on July 26, 2024, which
6 involved extensive, arms-lengths negotiations. The case did not settle at the mediation, but subsequent
7 negotiations following the mediation facilitated by Mr. Young did eventually result in a mediator's
8 proposal that was accepted by both parties, the key terms of which were subsequently incorporated in
9 this Settlement.

10 2.6 Benefits of Settlement to Class Members and PAGA Employees.

11 Plaintiff and Class Counsel believe in the merits of their claims, but recognize the expense and
12 length of continued proceedings necessary to litigate their disputes through trial and any possible
13 appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further
14 litigation as well as the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
15 are likewise aware of the burdens of proof necessary to establish liability for the Class Claims and
16 PAGA Claims asserted in the Action, both generally and in response to Defendant's defenses, and the
17 potential difficulties in establishing damages for Class Members and PAGA Employees. Plaintiff and
18 Class Counsel have also taken into account Defendant's agreement to enter into a settlement that
19 confers substantial relief upon Class Members and PAGA Employees. Based on the foregoing,
20 Plaintiff and Class Counsel have determined the terms set forth in this Settlement Agreement to be
21 fair, adequate, and reasonable and in the best interests of the Class Members and PAGA Employees.

22 2.7 Defendant's Reasons for Settlement. Defendant believes Plaintiff's individual and
23 representative claims are without merit and deny all of the allegations of wrongdoing and liability.
24 Defendant believes, however, that further litigation would be protracted, burdensome, expensive, and
25 contrary to the best interests of Signtech and its employees. Defendant has already devoted substantial
26 time, energy, and resources to defending this litigation, and unless there is a settlement, that situation
27 will continue. In light of this, Defendant believes the Settlement is the best way to resolve the litigation
28 while minimizing further burden and expenditures.

1 **3. TERMS OF SETTLEMENT AGREEMENT.**

2 The Parties agree as follows:

3 3.1 Class Certification. Solely for the purposes of this Settlement, the Parties stipulate and
4 agree that the Court certify a class of Class Members.

5 3.2 Appointment of Class Representative & Employment Status. Solely for the purposes
6 of this Settlement, the Parties stipulate and agree Plaintiff Mario Mariscal Jimenez shall be appointed
7 as representative for the Class.

8 3.3 Appointment of Class Counsel. Solely for the purposes of this Settlement, the Parties
9 stipulate and agree that Scott Lidman, Milan Moore, and Tiara Gose-Hardy of the law firm Lidman
10 Law, APC, and Paul Haines of the Haines Law Group, APC, shall be appointed as Class Counsel for
11 the Class.

12 3.4 Appointment of Settlement Administrator. Solely for the purposes of this Settlement,
13 the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained to serve as
14 Settlement Administrator. The Settlement Administrator shall be responsible for establishing a toll-
15 free telephone number and a Post Office Box for receipt of Class Member communications; reviewing
16 and responding to Class Member inquiries; establishing the number of relevant Workweeks applying
17 to each Class Member based on Defendant's records; resolving any disputes or questions regarding
18 Class Member Information and the calculation of Individual Settlement Payments and Workweek
19 calculations for Class Members and pay period calculations for PAGA Employees (in accordance with
20 Paragraph 10.1.4 below); preparing, printing and mailing the Notice of Settlement (*i.e.*, **Exhibit A**) to
21 Class Members; receiving and reviewing Requests for Exclusion and Notices of Objection, if any,
22 submitted by Class Members; calculating Individual Settlement Payments; providing weekly written
23 status reports to Defense Counsel and Class Counsel; providing a due diligence declaration for
24 submission to the Court prior to the Final Approval Hearing; mailing Individual Settlement Payments
25 to Participating Class Members and PAGA Employees; timely paying the PAGA Award, Service
26 Award, Class Counsel Fees Award and Class Counsel Costs Award to, respectively, the LWDA,
27 Plaintiff, and Class Counsel pursuant to the terms of this Settlement Agreement; printing and providing
28 Participating Class Members, Plaintiff and Class Counsel with IRS Forms 1099 as required under this

1 Settlement and applicable law; providing a due diligence declaration for submission to the Court upon
2 the completion of the Settlement; issuing the uncashed check funds to the California State Controller
3 and any obligations related thereto, and for such other tasks as the Parties mutually agree. The
4 Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement
5 Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax
6 documents required by administration of this Settlement Agreement shall be prepared by the
7 Settlement Administrator. Any expenses incurred in connection with such preparation shall be a
8 Settlement Administration Cost. The Parties agree to cooperate in the Settlement Administration
9 process and to make all reasonable efforts to control and minimize Settlement Administration Costs.
10 Each of the Parties represent they do not have any financial interest in the Settlement Administrator
11 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
12 interest. No person shall have any claim against the Released Parties, Plaintiff, Class Counsel or the
13 Settlement Administrator based on the mailings, distributions or payments made in accordance with
14 this Settlement Agreement.

15 3.5 Conditional Nature of Stipulation for Certification. Solely for the purposes of this
16 Settlement, the Parties stipulate and agree to the certification of the Class Claims asserted on behalf
17 of the Class Members. Should for whatever reason the Settlement not become effective, the fact that
18 the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on,
19 and shall not be admissible in connection with, the issue of whether the Class Claims or Class should
20 be certified in a non-Settlement context in the Action or in any other lawsuit. Signtech expressly
21 reserves the right to oppose claim or class certification in this or any other action should this Settlement
22 not become final, effective and binding (*i.e.*, if the Effective Date is not reached).

23 3.6 Plaintiff No Longer Employed by Signtech. Plaintiff agrees that he is no longer
24 employed by Defendant Signtech or the Released Parties as of the Effective Date of this Settlement.
25 Plaintiff's Complete and General Release set forth in this Settlement applies to his entire employment
26 with Defendant and separation from Defendant through the Effective Date, and by signing this
27 Agreement, he acknowledges he has no right to continued employment with Defendant or the Released
28 Parties nor any right to actively work for Signtech or receive pay, consideration, or benefits from

1 Signtech separate and apart from the amounts explicitly specified in this Settlement while this
2 Agreement is pending Final Approval from the Court and before the Effective Date. The sole exception
3 is that Signtech agrees to pay Plaintiff any accrued and unused vacation time as of the date he signs
4 this Agreement on or before the Effective Date. This provision is not an admission by either Party as
5 to Plaintiff's current employment status given that he has not actively worked at Signtech's facilities
6 since 2023 and if for any reason this Settlement is not finally approved and/or does not become
7 Effective, the Parties will be returned to the same status as they were in prior to the date they signed
8 this Agreement. Furthermore, Plaintiff agrees, confirms, and acknowledges that except for the
9 consideration explicitly provided to him by way of this Settlement (and any accrued and unpaid
10 vacation pay due), Defendant Signtech and the Released Parties do not owe him any amount for unpaid
11 wages, penalties, reimbursements or for any other reason.

12 **4. CONSIDERATION AND SETTLEMENT DISTRIBUTION.**

13 4.1 Settlement Value Provided by Defendant. The maximum value that Defendant are
14 providing under this Settlement Agreement in order to settle the Action is the Total Settlement Amount
15 of Six Hundred and Fifty Thousand Dollars (\$650,000), unless that Total Settlement Amount is
16 increased pursuant to Paragraph 4.2.5.4 below. The Total Settlement Amount shall constitute the entire
17 consideration provided by Defendant pursuant to this Settlement Agreement and Defendant shall not
18 be required to pay any amount above the Total Settlement Amount in connection with this Settlement
19 for any purpose, with the sole exception being the payment of any employer-side taxes due on
20 Individual Settlement Payments attributable to alleged lost wages.

21 4.2 Distribution of the Monetary Portion of the Total Settlement Amount. The Total
22 Settlement Amount (\$650,000) shall be used to pay: (1) the Class Counsel Fees Award and Class
23 Counsel Costs Award; (2) the Settlement Administration Costs; (3) Plaintiff's Service Award; (4) the
24 PAGA Award; and (5) Individual Settlement Payments.

25 4.2.1 Class Counsel Fees Award and Class Counsel Costs Award. The Settlement
26 Administrator shall pay the Class Counsel Fees Award and Class Counsel Costs Award from the Total
27 Settlement Amount. Defendant agree not to oppose any application by Class Counsel for a Class
28 Counsel Fees Award not to exceed Two Hundred and Sixteen Thousand Six Hundred and Sixty-Six

1 Dollars and Sixty-Seven Cents (\$216,666.67), which will be distributed to Class Counsel. However,
2 notwithstanding the foregoing, if the escalator clause set forth in Paragraph 4.2.5.4 below is triggered
3 and Defendant elects to pay a pro rate increase to the Total Settlement Amount, Class Counsel may
4 seek in attorneys' fees one-third of the increased Total Settlement Amount and Defendant will not
5 oppose same. Defendant further agrees not to oppose any application by Class Counsel for a Class
6 Counsel Costs Award not to exceed Twenty-Five Thousand Dollars (\$25,000) which will be
7 distributed to Class Counsel. The Settlement Administrator shall pay the Court-approved Class
8 Counsel Fees Award and Class Counsel Costs Award within ten (10) calendar days following the date
9 on which Defendant fund the Settlement. Class Counsel agrees to provide the Settlement
10 Administrator with an executed IRS Form W-9 before the Class Counsel Fees Award and Class
11 Counsel Costs Award are issued. The Settlement Administrator shall issue an IRS Form 1099 to Class
12 Counsel for the payments made pursuant to this Paragraph. In the event that the Court awards less
13 than the full amount requested for the Class Counsel Fees Award and/or Class Counsel Costs Award,
14 the un-awarded amount will be made available for distribution as part of the Net Distribution Fund
15 and distributed to Participating Class Members. This Settlement is not contingent upon the Court
16 awarding Class Counsel any particular amount in attorneys' fees and costs. Defendant' delivery of the
17 Total Settlement Amount to the Settlement Administrator as specified in this Settlement shall complete
18 Defendant' obligation to fund the Settlement, including without limitation Defendant' obligation to
19 pay the Court-awarded Class Counsel Fees Award and Class Counsel Costs Award.

20 4.2.2 Settlement Administration Costs. The Settlement Administrator shall be paid
21 Settlement Administration Costs from the Total Settlement Amount, in an amount not to exceed Eight
22 Thousand Dollars (\$8,000). Should the Settlement Administration Costs exceed \$8,000, the Parties
23 agree that such additional reasonably incurred and necessary costs shall be paid exclusively from the
24 Total Settlement Amount, subject to Court approval. The Settlement Administrator shall receive the
25 Settlement Administration Costs within ten (10) calendar days following the date on which Defendant
26 funds the Settlement. In the event that the Court awards less than the full amount set aside for
27 Settlement Administration Costs, the un-awarded amount will be made available for distribution as
28 part of the Net Distribution Fund and distributed to Participating Class Members.

1 4.2.3 Plaintiff's Service Award. The Settlement Administrator shall pay Plaintiff's
2 Service Award from the Total Settlement Amount. Defendant agrees not to oppose any application
3 by Plaintiff for a Service Award not to exceed a total of Ten Thousand Dollars (\$10,000), as
4 consideration for his Complete and General Release of Claims and for his time and effort in
5 prosecuting the Action via Class Counsel. The Settlement Administrator shall pay the Service Award
6 to Plaintiff within ten (10) calendar days following the date on which Defendant funds the Settlement.
7 Plaintiff agrees to provide the Settlement Administrator with an executed IRS Form W-9 before the
8 Service Award is issued. The Settlement Administrator shall issue appropriate tax form(s) to Plaintiff
9 for this payment. Plaintiff shall be solely and legally responsible for paying any and all applicable
10 taxes on the Service Award and shall hold Defendant and Released Parties harmless from any claim
11 or liability for taxes, penalties, or interest arising as a result of the Service Award. In the event the
12 Court awards less than the full amount requested for the Service Award, the un-awarded amount will
13 be made available for distribution as part of the Net Distribution Fund and distributed to Participating
14 Class Members. Plaintiff shall not have the right to revoke his agreement to the Settlement on the
15 grounds the Court does not approve any or all of the requested Service Award.

16 4.2.4 PAGA Award. The Settlement Administrator shall pay the PAGA Award
17 (\$40,000) from the Total Settlement Amount and distribute the PAGA Award within ten (10) calendar
18 days after the date when Defendant funds the Settlement following the Effective Date. Specifically,
19 within ten (10) calendar days after the date when Defendant funds the Settlement, the Settlement
20 Administrator shall mail a check payable to the California Labor & Workforce Development Agency
21 for seventy-five percent (75%) of the PAGA Award or Thirty Thousand Dollars (\$30,000). The
22 remaining twenty-five percent (25%) or Ten Thousand Dollars (\$10,000) of the PAGA Award shall
23 be included within the Net Distribution Fund for distribution to PAGA Employees as part of the
24 penalties component of the Individual Settlement Payments.

25 4.2.5 Individual Settlement Payments. The Settlement Administrator shall pay the
26 Individual Settlement Payments from the Net Distribution Fund and will mail them by First Class U.S.
27 Mail to Class Members' last known mailing address within ten (10) calendar days following the date
28 when Defendant funds the Settlement as specified in Paragraph 10.1.2 (Funding the Settlement) below.

Any checks issued to Participating Class Members shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after mailing, *i.e.*, the Void Date. The Parties agree that any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks by the Void Date shall be transmitted by the Settlement Administrator to the California State Controller Unclaimed Property Fund.

4.2.5.1 Settlement Payment Calculation: Individual Settlement Payments to Participating Class Members and payments to PAGA Employees for their prorated portion of the PAGA Award will be paid if, and only if, the Court issues the Final Approval Order and the Effective Date occurs.

a. Workweek Calculations for Individual Settlement Payments to Participating Class Members: Defendant will identify the number of Workweeks each of the Participating Class Members worked during the Class Period ("Total Class Pay Workweeks"). In identifying the number of Workweeks meeting these criteria and determining who is a Class Member, Defendant's business records identifying this information through Defendant's best efforts will govern and are presumed to be accurate and correct. Any challenges regarding estimated Workweeks assigned to each Class Member (which will be specified in the Class Notice) must be raised prior to the Response Deadline and finally decided by the Settlement Administrator prior to the Final Approval Hearing. After taking into consideration any information and documentation provided by Defendant, Participating Class Members and/or other current or former employees of Defendant, the Settlement Administrator's determination of Workweek calculations for individual settlement payments to each Participating Class Member will be final and binding. The value of each Workweek shall be determined by the Settlement Administrator by dividing the Net Distribution Fund (less the 25% of the PAGA Award to be distributed to PAGA Employees) by the total number of Workweeks worked by all Participating Class Members during the Class Period ("Class Workweek Value"). To determine the Individual Settlement Payment for each Participating Class Member, the Settlement Administrator will multiply the individual's Total Class Workweeks by the Class Workweek Value. Each Participating Class Member's Workweeks will be calculated rounding up to the nearest Workweek.

b. Calculations for Payments to PAGA Employees for Their Portion of PAGA Award: For PAGA Employees, Defendant will identify the number of Pay Periods each PAGA Employee worked during the PAGA Period (“Total PAGA Workweeks”). In identifying the number of Pay Periods meeting these criteria and determining who is a PAGA Employee, Defendant’s business records identifying this information through Defendant’s best efforts will govern and are presumed to be accurate and correct. Any challenges regarding estimated Pay Periods assigned to each PAGA Employee must be raised prior to the Response Deadline and finally decided by the Settlement Administrator prior to the Final Approval Hearing. After taking into consideration any information and documentation provided by Defendant, PAGA Employees and/or other current or former employees of Defendant, the Settlement Administrator’s determination of Pay Period calculations for each PAGA Employee will be final and binding. The value of each PAGA Pay Period shall be determined by the Settlement Administrator by dividing the 25% of the PAGA Award allocated for PAGA Employees (*i.e.*, \$10,000) by the Total PAGA Pay Periods for all PAGA Employees (“PAGA Workweek Value”). A Class Member who is also a PAGA Employee will receive a payment for their prorated portion of the PAGA Award even if s/he opt-outs of the Class settlement and will be bound by the release of the PAGA Claims released through this Settlement. Any checks issued to PAGA Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after mailing, *i.e.*, the Void Date. The Parties agree that any unclaimed funds as a result of the failure to cash individual PAGA Award payments by the Void Date shall be transmitted by the Settlement Administrator to the California State Controller Unclaimed Property Fund.

4.2.5.2 Tax Treatment of Settlement Payments. Each Individual Settlement Payment shall be allocated between taxable and non-taxable consideration as follows: thirty-three percent (33%) will be allocated to alleged unpaid wages for which an IRS Form W-2 will issue and sixty-seven percent (67%) will be allocated to alleged penalties and interest for which an IRS Form 1099 will issue. The Settlement Administrator will be responsible for calculating the employee-side and employer-side taxes owed on the wage portion of each Participating Class Member’s Individual Settlement Payment and paying these amounts to the appropriate state and federal agencies, within the

1 timing required by applicable state and/or federal law. The employee-side taxes owed will be paid
2 from the Net Distribution fund and withheld from Individual Settlement Payments. Employer-side
3 taxes owed on the wage portion of Individual Settlement Payments will be calculated and paid by the
4 Settlement Administrator after such employer-side tax amounts are paid by Defendant to the
5 administrator separate from and in addition to the Total Settlement Amount. The Parties make no
6 representations as to the tax treatment or legal effect of the payments called for in this Settlement
7 Agreement and Class Members are not relying on any statement or representation by the Parties in
8 this regard. Class Members will be solely responsible for the payment of any taxes and penalties
9 assessed on the payments described herein.

10 4.2.5.3 Circular 230 Disclaimer. The Parties acknowledge and agree that (1)
11 no provision of this Settlement, and no written communication or disclosure between or among the
12 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any
13 such communication or disclosure constitute or be construed or be relied upon as, tax advice within
14 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2)
15 the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
16 counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into
17 this Settlement based upon the recommendation of any other party or any attorney or advisor to any
18 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
19 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
20 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
21 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation
22 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
23 any transaction, including any transaction contemplated by this Settlement.

24 4.2.5.4 Escalator Clause/Option: The Parties agree that if the total number
25 of Workweeks worked by Class Members at the end of the Class Period (i.e., the earlier of 90 days
26 from the date of the Parties' July 26, 2024 mediation or the date the Court grants preliminary approval
27 of the Settlement) is greater than Thirty Six Thousand and Eleven (36,011) total Workweeks
28 ("Escalator") (i.e., 32,738 Workweeks plus 10% buffer as specified in accepted mediator's proposal),

1 Defendant will have the option to either: (a) proportionally increase the Gross Settlement Amount to
2 pay a pro rata amount for each additional workweek; OR (b) have the Class Period (and Release
3 period) end on the date 36,011 Workweek threshold was reached based on Defendant's records. If
4 this Escalator Clause/Option applies and Defendant elects to have the Class Period end on the date the
5 Workweeks reached 36,011, the Class Period end date as defined above will be adjusted to reflect the
6 appropriate date.

7 **5. RELEASES.**

8 5.1 Release. As of the Effective Date, Plaintiff, Participating Class Members, PAGA
9 Employees and the State of California (acting through Plaintiff as its authorized PAGA representative)
10 release the Released Parties from all Class Claims and PAGA Claims for the duration of the Class
11 Period and PAGA Period, respectively. "Released Parties" means Defendant Signtech Electrical
12 Advertising, Inc., Signtech Holding Company, Inc., and their subsidiaries, affiliates and/or parents,
13 attorneys, and each of their respective successors and predecessors in interest; all of their respective
14 officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents; and each
15 of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs,
16 representatives, accountants, auditors, consultants, insurers and reinsurers. The Class Member
17 Released Claims include all claims from which Participating Class Members are fully releasing the
18 Released Parties under this Settlement from September 7, 2019 through the end of the Class Period,
19 including all claims for any debts, liabilities, demands, obligations, guarantees, penalties, damages,
20 interest, attorneys' fees, costs, and/or other amounts or relief recoverable under state, local or federal
21 law that Plaintiff asserted or could have asserted in the Action – on behalf of himself and the putative
22 Class Members – based on the facts alleged in Plaintiff's Complaint and LWDA notice letter, including
23 without limitation Plaintiffs' claims for (1) Failure to Pay All Overtime Wages Owed (CA Labor Code
24 §§ 204, 510, 558, 1194, 1198); (2) Failure to Provide Meal Periods (CA Labor Code §§ 226.7, 512,
25 558); (3) Failure to Authorize and Permit Rest Periods (CA Labor Code §§ 226.7, 516, 558); (4)
26 Failure to Provide Accurate, Itemized Wage Statements (CA Labor Code § 226 et seq.); (5) Failure
27 to Pay All Wages Owed Upon Termination (CA Labor Code §§ 201-203); and (6) Unfair Competition
28 (CA Business and Professions Code § 17200 et seq.). The PAGA Released Claims released by PAGA

1 Employees include all PAGA Claims from which Plaintiff, the PAGA Employees, and the State of
2 California are fully releasing Defendant and the Released Parties under this Settlement during the
3 PAGA Period, including any and all claims Plaintiff asserted or could have asserted based on the facts
4 alleged in the Complaint and/or Plaintiff's LWDA letter under PAGA, including for civil penalties,
5 interest, attorneys' fees, costs, and any other relief recoverable under California Labor Code § 2698,
6 et seq. It is the intent of the Parties that the Final Approval Order entered by the Court shall have full
7 *res judicata* effect and be final and binding upon Participating Class Members, PAGA Employees and
8 the State of California regarding the Class Member Released Claims and PAGA Released Claims.

9 5.2 Plaintiff Mario Jimenez's Complete and General Release. In consideration for the
10 promises and payments set forth in this Settlement Agreement, to which Plaintiff is otherwise not
11 entitled, Plaintiff Mario Jimenez agrees to provide a Complete and General Release and a 1542 Waiver
12 to the Released Parties, and each of them, upon the Effective Date occurring. Plaintiff also agrees and
13 acknowledges that as of the date of this Settlement, he is no longer an employee of Defendant or any
14 of the Released Parties, and that except for the amounts specified in this Settlement to which he is
15 entitled, Defendant and the Released Parties do not owe him any further amounts for any reason and
16 that all prior potential or actual disputes are fully resolved to the maximum extent permitted by law
17 by way of this Settlement.

18 Plaintiff does not waive any right to file an administrative charge with the Equal Employment
19 Opportunity Commission ("EEOC") or the National Labor Relations Board ("NLRB"), subject to the
20 condition that Plaintiff agrees not to seek, or in any way obtain or accept, any monetary award,
21 recovery or settlement therefrom and agrees that he understands that such limitation does not in any
22 way restrict his ability to file and pursue such charge consistent with the confidentiality obligations
23 set forth in this Settlement Agreement. Plaintiff also does not waive any rights with respect to, or
24 release Released Parties from, any claims for California Workers' Compensation benefits (except that
25 Plaintiff hereby releases and waives any claims that, as a result of his separation, he is entitled to
26 additional benefits or payments). Further, Plaintiff does not release any claim for unemployment
27 compensation benefits. Finally, Plaintiff does not release any claim that cannot be released as a matter
28

1 of law by private contract, or for breach of the terms of the Settlement Agreement between Plaintiff
2 and Defendant.

3 5.2.1 No Pending or Future Lawsuits by Plaintiff. Other than this Action, Plaintiff's
4 LWDA notice letter attached as an exhibit to his Complaint, and any workers-compensation or
5 workers' compensation related claims, Plaintiff represents he does not have any pending or planned
6 lawsuits, administrative complaints or charges against Defendant or the Released Parties in any local,
7 state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised
8 in the Action shall be fully and finally extinguished by virtue of this Settlement Agreement and the
9 Court's Final Approval Order. Plaintiff also represents he will not bring any action in the future in
10 which Plaintiff seeks or may seek to recover any damages from Defendant or the Released Parties
11 whatsoever relating to or arising from Plaintiff's hiring, employment with or separation from
12 Defendant or any Released Party, other than an action to enforce Plaintiff's rights under this Settlement
13 Agreement if necessary.

14 **6. PROCESS FOR SEEKING PRELIMINARY APPROVAL OF THE SETTLEMENT.**

15 6.1 Motion for Preliminary Approval. As soon as practicable after execution of this
16 Settlement Agreement, Plaintiff will submit this Settlement Agreement to the Court for Preliminary
17 Approval, asking the Court to issue a Preliminary Approval Order approving the Settlement,
18 substantially in the form attached as **Exhibit B**. Plaintiff's submission will include this Settlement
19 Agreement, including **Exhibits A-C**, and any motions, memoranda and evidence as may be necessary
20 for the Court to determine that this Settlement Agreement is fair, adequate and reasonable.

21 6.2 LWDA Notice of Settlement. Pursuant to California Labor Code section 2699(l), Class
22 Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with Class
23 Counsel's filing of the motion for Preliminary Approval. Class Counsel will also file a declaration in
24 support of Plaintiff's motion for Preliminary Approval confirming that Class Counsel has submitted
25 the Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(l).
26 The Parties intend to and believe the notice pursuant to the procedures described in this Paragraph
27 complies with the requirements of the PAGA, and the Parties will request the Court adjudicate the
28 validity of the notice in the motion for Final Approval of the Settlement.

1 **7. SETTLEMENT NOTICE PROCEDURES.**

2 7.1 Class Information. No more than twenty-one (21) calendar days after entry of the
3 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class
4 Information for purposes of mailing the Notice of Settlement to Class Members.

5 7.2 Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement
6 Administrator will conduct a national change of address search for the most current address of all
7 former employee Class Members and will update such addresses as necessary. Fourteen (14) calendar
8 days after receipt of the Class Information, the Settlement Administrator shall mail the Notice of
9 Settlement (**Exhibit A**) to all Class Members by First Class U.S. Mail. The address identified by the
10 Settlement Administrator as the current mailing address shall be presumed to be the best mailing
11 address for each Class Member.

12 7.3 Undeliverable Notices. Any Notice of Settlement returned to the Settlement
13 Administrator as non-deliverable on or before a date seven (7) calendar days before the Response
14 Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is
15 provided, the Settlement Administrator shall perform a and a skip trace to locate a new address. If
16 those measures are not successful, the Settlement Administrator shall have no further obligation to
17 mail the Notice of Settlement to a Class Member. Class Members to whom the Notice of Settlement
18 is re-sent shall have fourteen (14) calendar days thereafter or until the Response Deadline has expired,
19 whichever is later, to mail the Request for Exclusion or Notice of Objection to the Settlement
20 Administrator. The date of the postmark on the return envelope shall be the exclusive means used to
21 determine whether a Class Member has timely mailed his/her Request for Exclusion or Notice of
22 Objection on or before the relevant deadline. If a Class Member's Notice of Settlement is returned to
23 the Settlement Administrator more than once as non-deliverable, then an additional Notice of
24 Settlement shall not be re-mailed. If, for any reason, a Notice of Settlement is non-deliverable, the
25 Settlement Administrator will not mail an Individual Settlement Payment to the Class Member.
26 Rather, the Settlement Administrator will hold the Individual Settlement Payment until the Void Date
27 to make it available to the Class Member upon request, with proof of identity. If the payment is not
28

1 claimed by the Void Date, the funds shall be delivered to the California State Controller Unclaimed
2 Property Fund in the name of the Class Member along with the funds for uncashed checks.

3 7.4 Notice Satisfies Due Process. Compliance with the notice procedures specified in this
4 Settlement Agreement shall constitute due and sufficient notice to Class Members of this Settlement
5 and shall satisfy the requirements of due process. Nothing else shall be required of, or done by, the
6 Parties, Class Counsel or Defense Counsel to provide notice of the proposed Settlement. In the event
7 the procedures in this Settlement Agreement are followed and the intended recipient of a Notice of
8 Settlement still does not receive the Notice, the intended recipient shall remain a Class Member and
9 will be bound by all terms of the Settlement and any Final Approval Order entered by the Court if the
10 Settlement becomes Effective. Consistent with the California Code of Civil Procedure, it will be
11 presumed that if an envelope has not been returned undeliverable within forty (40) days of the mailing
12 date of the Notice of Settlement to the Class Member, the Notice was delivered.

13 **8. PROCEDURES FOR OPTING OUT AND OBJECTING.**

14 8.1 Requests for Exclusion (Opt-Outs). The Notice of Settlement shall state that Class
15 Members who wish to exclude themselves from the Settlement must submit a written Request for
16 Exclusion to the Settlement Administrator by the Response Deadline. To be valid, the Request for
17 Exclusion: (1) must contain the full name, address, and last four digits of the social security number
18 or employee number of the person requesting exclusion; (2) must be hand signed by the person
19 requesting exclusion; and (3) must state in substance: "I wish to exclude myself from the Settlement
20 in the action titled *Mario Jimenez v. Signtech Logistics Services, LLC, et al.*, Case No. 37-2023-
21 00038995-CU-OE-CTL, pending in San Diego County Superior Court. I understand that by
22 requesting to be excluded, I will receive no money from the Class Action Settlement." If the Request
23 for Exclusion does not contain the information listed in (1)-(3) or is not postmarked by the Response
24 Deadline and returned to the Settlement Administrator at the specified address, it will not be deemed
25 a timely and valid Request for Exclusion from the Class. The date of the postmark on the return
26 mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has
27 been timely submitted. Any Class Member who submits a timely and valid Request for Exclusion
28 from the Class will not be entitled to any monetary recovery under the Settlement and will not be

1 bound by the terms of the Settlement as it relates to the Class Member's released Class Claims, with
2 the exception that if the Class Member is also a PAGA Employee, s/he will continue to be bound by
3 the release of the PAGA Claims (because Class Members cannot opt out of the PAGA portion of the
4 Settlement). Any Class Member who submits a timely and valid Request for Exclusion will not have
5 any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a timely
6 and valid Request for Exclusion on or before the Response Deadline shall be members of the Class
7 (i.e., a Participating Class Member) and will be bound by all terms of the Settlement and the Final
8 Approval Order entered in this Action. No later than fourteen (14) calendar days after the Response
9 Deadline, the Settlement Administrator shall provide Defense Counsel with a complete list of all Class
10 Members who have submitted timely and valid Requests for Exclusion, including their name and
11 social security number or employee number. The Settlement Administrator shall provide Class
12 Counsel with a summary report that includes only the number of Requests for Exclusion received by
13 the Settlement Administrator.

14 8.2 Notices of Objections. The Notice of Settlement shall state that Class Members who
15 wish to object to the Settlement must submit a written Notice of Objection to the Settlement
16 Administrator by the Response Deadline. Only Participating Class Members (i.e., Class Members
17 who do not opt out) are permitted to object to the Settlement Agreement. To be valid, the Notice of
18 Objection: (1) must contain the full name, address, and last four digits of the social security number
19 or employee number of the Class Member; and (2) must be hand signed by the Class Member. The
20 Notice of Objection should also (3) state the case name and number, *i.e.*, *Mario Jimenez v. Signtech*
21 *Logistics Services, LLC, et al.*, Case No. 37-2023-00038995-CU-OE-CTL, pending in San Diego
22 County Superior Court, the basis for the objection, and if the Class Member intends to appear at the
23 Final Approval Hearing. If the Notice of Objection does not contain the information listed in (1)-(3)
24 or is not filed or postmarked by the Response Deadline and returned to the Settlement Administrator
25 at the specified address, it will not be deemed a timely and valid Notice of Objection to this Settlement.
26 The date of the postmark on the return mailing envelope shall be the exclusive means used to determine
27 whether a Notice of Objection has been timely submitted. Class Members who fail to submit a timely
28 and valid Notice of Objection or fail to appear at the Final Approval Hearing to object in person

1 verbally shall be deemed to have waived any objections and shall be foreclosed from making any
2 objections to the Settlement. Class Members who submit a timely and valid Notice of Objection will
3 also have a right to appear at the Final Approval Hearing to have their objections heard by the Court.
4 A Class Member does not need to submit a written Notice of Objection to object in person verbally at
5 the Final Approval Hearing. The Settlement Administrator shall forward all written objections to Class
6 Counsel and Defense Counsel within 3 days of receipt.

7 8.3 No Solicitation of Exclusions or Objections. The Parties agree to use their best efforts
8 to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to
9 solicit or otherwise encourage Class Members to submit a Notice of Objection to or Request for
10 Exclusion from the Settlement or to appeal from the Court's Final Approval Order. Class Counsel
11 shall not represent Class Members with respect to any objections or appeals to this Settlement.

12 8.4 Option to Terminate Settlement. Defendant, at their sole discretion, shall have the
13 right, but not the obligation, to revoke the Settlement if ten percent (10%) or more of the total number
14 of Class Members timely submit a Request for Exclusion. Defendant shall exercise their revocation
15 right, if at all, within fourteen (14) calendar days of the Response Deadline by providing written notice
16 to Class Counsel. If Defendant exercise a right to void the Settlement pursuant to this Paragraph, this
17 Settlement Agreement and any related settlement documents shall be null and void, and any class
18 certified for settlement purposes will be vacated. In such an event, neither this Settlement Agreement,
19 related settlement documents, nor the negotiations leading to the Settlement may be used as evidence
20 for any purpose, and Defendant shall retain the right to challenge all claims and allegations in the
21 action, to assert all applicable defenses, and to dispute the propriety of class certification on all
22 applicable grounds. Further, if Defendant revokes the Settlement pursuant to this Paragraph, it will
23 be solely responsible for any administration costs incurred as of the revocation date.

24 **9. FINAL APPROVAL PROCEDURES.**

25 9.1 Settlement Administrator Declaration in Support of Final Approval. No fewer than
26 thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator shall
27 provide the Parties with a declaration of due diligence detailing the actions taken by the Settlement
28 Administrator to administer the Settlement to date, proof of mailing regarding the mailing of the Notice

of Settlement, all attempts to locate Class Members, and detailing all incurred and anticipated Settlement Administration Costs. Class Counsel shall be responsible for working with the Administrator to timely submit the declaration of due diligence to the Court.

9.2 Motion for Final Approval. As soon as practicable after the Response Deadline, Plaintiff will file a motion for Final Approval, asking the Court to issue a Final Approval Order substantially in the form attached as **Exhibit C**. Plaintiff's submission will include any motions, memoranda and evidence as may be necessary for the Court to determine that this Settlement Agreement is fair, adequate and reasonable.

9.3 Final Approval Hearing. The Parties will request that the Court hold a Final Approval Hearing approximately 120 days after the Preliminary Approval Date or as soon thereafter as the Court's calendar permits, where objections, if any, may be heard and the Court shall determine whether the Settlement should be finally approved, and if so, the amounts payable for: (1) Class Counsel Fees Award; (2) the Class Counsel Costs Award; (3) Plaintiff's Service Award; (4) Individual Settlement Payments; and (5) Settlement Administration Costs.

9.4 Entry of Final Approval Order. If the Court approves this Settlement at the Final Approval Hearing, the Parties shall request that the Court enter a Final Approval Order, substantially in the form of **Exhibit C**. After granting final approval of the Settlement and entering judgment, the Court shall retain jurisdiction over the Parties to enforce and implement the terms of the judgment.

10. ADMINISTERING THE SETTLEMENT.

10.1 Funding and Allocation of Settlement.

10.1.1 Settlement Accounting. No more than ten (10) calendar days after the Final Approval Order, the Settlement Administrator will provide the Parties with an accounting of all anticipated payments from the Settlement Fund Account, including: (1) the total amount of Individual Settlement Payments; (2) the PAGA Award; (3) Plaintiff's Service Award; (4) the Class Counsel Fees Award; (5) the Class Counsel Costs Award; and (6) Settlement Administration Costs, all as specified in this Settlement Agreement and approved by the Court.

1 10.1.2 Funding the Settlement. Within fifteen (15) calendar days following the
2 Effective Date of the Settlement, Defendant shall fund the Settlement by providing the Total
3 Settlement Amount to the Settlement Administrator.

4 10.1.3 Distributing The Settlement: The Settlement Administrator shall deposit the
5 funds in the Settlement Fund Account and will disburse the funds in the manner and at the times set
6 forth in this Settlement Agreement, including paying the Individual Settlement Payments, Class
7 Counsel Fees Award, Class Counsel Costs Award, Settlement Administration Costs, Plaintiff's
8 Service Award, and PAGA Award within ten (10) calendar days following the date on which
9 Defendant fund the Settlement.

10 10.1.4 Resolving Disputes Regarding Class Information & Workweeks: Defendant's
11 business records will govern for purposes of administering the Settlement. Defendant will use its best
12 efforts to identify, collect, and provide accurate Class Information to the Settlement Administrator.
13 Defendant' business records are presumed to be accurate and correct.

14 Each Class Member's estimated Workweeks will be specified in the Class Notice. Class
15 Members can challenge the estimated Workweeks by submitting information and documentation to
16 the Settlement Administrator on or before the Response Deadline to support the challenge. The
17 Settlement Administrator will notify Class Counsel and Defendant' counsel of any challenges and give
18 Defendant the opportunity to investigate the challenge. The Settlement Administrator's determination
19 will be final and binding and must be made prior to the Final Approval Hearing. In resolving disputes,
20 any timely and successful challenges will potentially affect only how the Net Distribution Fund is
21 apportioned to Participating Class Members and PAGA Employees but cannot result in Defendant
22 paying any greater amount to fund this Settlement than the maximum Total Settlement Amount
23 specified in this Settlement Agreement.

24 Class Members, PAGA Employees, and other current or former employees have no right to
25 assert any claim that they were improperly excluded from the Settlement or that their individual
26 payment was improperly calculated through ignorance, oversight, error or otherwise after the
27 Settlement Administrator's distribution of Individual Settlement Payments in accordance with this
28 Agreement and the Court's Final Approval Order.

1 10.2 No Effect on Employee Benefits. The Individual Settlement Payments made to
2 Participating Class Members and PAGA Payments made to PAGA Employees under this Agreement
3 shall not be utilized to calculate any additional benefits under any Collective Bargaining Agreements
4 or union-sponsored benefits (if applicable), and/or benefit plans to which any Participating Class
5 Members or Class Members or PAGA Employees may be eligible, including, but not limited to: profit-
6 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
7 plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect
8 any rights, contributions, or amounts to which any Participating Class Members, Class Members and
9 PAGA Employees may be entitled under any benefit plans.

10 **11. MISCELLANEOUS PROVISIONS.**

11 11.1 No Admission of Liability. Defendant, on behalf of themselves and the respective
12 Released Parties, specifically deny all of the allegations in the operative Complaint and Plaintiff's
13 LWDA letter. Defendant further deny the allegations that the Class Members and PAGA Employees
14 were harmed by the conduct alleged in the Action. This Settlement Agreement is a compromise of
15 highly disputed claims. Nothing contained in this Settlement Agreement and no documents referred
16 to herein and no action taken to carry out this Settlement Agreement may be construed or used as an
17 admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability
18 whatsoever. Defendant reserves the right to assert any and all available defenses to the Claims in this
19 Action in the event this Settlement does not become final and binding for any reason.

20 11.2 Nullification of Settlement Agreement. In the event: (1) the Court does not enter the
21 Preliminary Approval Order as provided herein; (2) the Court does not enter a Final Approval Order
22 as provided herein; or (3) the Effective Date does not occur for any other reason, this Settlement
23 Agreement shall be null and void and any order entered by the Court in furtherance of this Settlement
24 shall be treated as void from the beginning. In such case, the Parties shall be returned to their
25 respective statuses as of the date and time immediately prior to the execution of this Settlement
26 Agreement and the Parties shall proceed in all respects as if this Settlement Agreement had not been
27 executed, except that any Settlement Administration Costs already incurred by the Settlement
28 Administrator shall be paid by the Parties in equal shares. In the event an appeal is filed from the

1 Court's Final Approval Order or from an order rejecting any motion to intervene, or any other appellate
2 review is sought, Settlement administration shall be stayed pending final resolution of the appeal and
3 Defendant will not be required to fund this Settlement until and unless the Effective Date is reached.

4 11.3 Exhibits and Headings. The terms of this Settlement Agreement include the terms set
5 forth in **Exhibits A-C** attached, which are incorporated by this reference as though fully set forth
6 herein. All **Exhibits A-C** to this Settlement Agreement are an integral part of the Settlement. The
7 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for
8 convenience only and do not constitute a part of this Settlement Agreement.

9 11.4 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
10 except such proceedings necessary to implement and complete the Settlement, pending the Final
11 Approval Hearing to be conducted by the Court. The Parties further agree that pursuant to CCP section
12 583.330 to extend the date to bring a case to trial under CCP section 583.310, the time to bring this
13 action to trial is tolled from the time this Agreement is executed by all Parties through the entire period
14 of this settlement process.

15 11.5 Amendment or Modification. This Settlement Agreement may be amended or
16 modified only by a written instrument signed by Defense Counsel and Class Counsel or their
17 successors-in-interest.

18 11.6 Entire Agreement. This Settlement Agreement and the attached **Exhibits A-C**
19 constitute the entire agreement among the Parties, and no oral or written representations, warranties
20 or inducements have been made to any Party concerning this Settlement Agreement or its **Exhibits A-**
21 **C** other than the representations, warranties and covenants contained and memorialized in the
22 Settlement Agreement and **Exhibits A-C**.

23 11.7 Authorization to Enter Into Settlement Agreement. Defense Counsel and Class
24 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
25 negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be
26 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person signing
27 this Settlement Agreement on behalf of Signtech Electrical Advertising, Inc. represents and warrants
28 that s/he is authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents

1 and warrants he is authorized to sign this Settlement Agreement and that he has not assigned any Class
2 Claim or PAGA Claim covered by this Settlement to a third-party. The Parties and their counsel agree
3 to cooperate with each other fully and to use their best efforts to effect the implementation of the
4 Settlement. Such cooperation includes, but is not limited to, execution of such other documents and
5 the taking of such other actions as may be reasonably necessary to fulfill the terms of this Settlement.
6 In the event the Parties are unable to reach agreement on the form or content of any document needed
7 to implement the Settlement or on any supplemental provisions that may become necessary to
8 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such
9 disagreement.

10 11.8 Binding On Successors and Assigns. This Settlement Agreement shall be binding
11 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12 11.9 California Law Governs. All terms of this Settlement Agreement and **Exhibits A-C**
13 hereto shall be governed by and interpreted according to the laws of the State of California.

14 11.10 Participation in Drafting Settlement Agreement. The Settlement shall not be construed
15 in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement
16 Agreement.

17 11.11 Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
19 possible consistent with applicable precedent so as to define all provisions of this Settlement
20 Agreement valid and enforceable.

21 11.12 Publicity. Plaintiff Jimenez and Class Counsel agree to discuss the terms of this
22 Settlement only in filings submitted to a court or court hearings to establish their adequacy to serve as
23 a class representative and/or Class Counsel in this Action, in declarations submitted to a court in
24 support of a motion for attorneys' fees in this Action, and in discussions with Class Members in the
25 context of administering this Settlement. Plaintiff and Class Counsel agree not to otherwise publicize
26 this Settlement, including, but not limited to, issuing press releases, posting summaries online, or
27 otherwise speaking to the press regarding the terms of this Settlement. If Plaintiff or Class Counsel
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are contacted by members of the press or others, they will respond that the lawsuit exists and has been resolved, and may provide any information regarding the Settlement and approval process.

11.13 Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be in writing and sent to:

TO PLAINTIFF:	TO DEFENDANT:
LIDMAN LAW, APC Scott M. Lidman (SBN 199433) slidman@lidmanlaw.com Milan Moore (SBN 308095) mmoore@lidmanlaw.com Tiara Gose-Hardy (SBN 323823) tgose@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Attorneys for Plaintiff MARIO MARISCAL JIMENEZ	Joshua Daniel Levine, Bar No. 239563 jdlevine@littler.com Jocelyn D. Hannah, Bar No. 224666 jhannah@littler.com LITTLER MENDELSON, P.C. 501 W. Broadway, Suite 900 San Diego, California 92101.3577 Telephone: 619.232.0441 Fax No.: 619.232.4302 Attorneys for Defendant SIGNTECH ELECTRICAL ADVERTISING, INC.

11.14 Execution by Class Members. It is agreed it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Notice of Settlement will therefore advise all Class Members of the binding nature of the Settlement and its released Class Claims and PAGA Claims, which release shall have the same force and effect as if each Participating Class Member executed this Settlement Agreement individually.

11.15 Execution by Plaintiff. Plaintiff, by signing this Settlement Agreement, is bound by the terms herein and further agrees not to submit any Request for Exclusion from or Notice of Objection to the Settlement. Any such Request for Exclusion or Notice of Objection shall therefore be void and of no force or effect.

11.16 Counterparts. This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, which

1 shall have the same force and effect as if each had signed the same instrument. Copies of the executed
2 Settlement Agreement shall be effective for all purposes as though the signatures contained therein
3 were original signatures.

4 IT IS SO AGREED:

5 Dated: 10-30, 2024



MARIO JIMENEZ
PLAINTIFF

8 Dated: November 11, 2024

9 By: **Kimra Shepherd**
Digitally signed by Kimra Shepherd
DN: cn=Kimra Shepherd, c=US,
o=Signtech Electrical Advertising,
Inc., ou=CFO,
email=ksshepherd@signtech.com
Date: 2024.11.11 12:22:58 -0800

10 Name: Kimra Shepherd

11 Title: CFO

DEFENDANT SIGNTECH ELECTRICAL
ADVERTISING, INC.

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14 END OF DOCUMENT
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EXHIBIT A

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Mario Mariscal Jimenez v. Signtech Electrical Advertising, Inc., et al.

Superior Court of California, County of San Diego

Case No. 37-2023-00038995-CU-OE-CTL

To: All current and former non-exempt employees employed by Defendant Signtech Electrical Advertising, Inc. in the State of California during the Class Period.

Please read this notice carefully – it provides important information about your legal rights and obligations under an agreement to settle a class/representative action lawsuit.

1. WHY IT IS IMPORTANT TO READ THIS NOTICE

Judge James A. Mangione of the San Diego County Superior Court (the “Court”) has preliminarily approved a class/representative action settlement (the “Settlement” or “Settlement Agreement”) of all claims that were or could have been asserted based on the facts alleged in the lawsuit titled *Mario Mariscal Jimenez v. Signtech Electrical Advertising, Inc., et al.*, Superior Court of California, County of San Diego Case No. 37-2023-00038995-CU-OE-CTL (the “Action”).

The Settlement affects all current and former non-exempt employees employed by Defendant Signtech Electrical Advertising, Inc. (“Signtech” or “Defendant”) in the State of California during the Class Period (the “Class Members”). “Class Period” is referred to in this Notice and the Settlement as the period from September 7, 2019 to *[Insert Date 90 days from the date Parties’ July 26, 2024 mediation or the date the Court grants preliminary approval of the Settlement, whichever date is earlier]*.

You have received this Notice of Settlement because Signtech’s records show that you are a Class Member.

This Notice of Settlement provides you with a description of the lawsuit, informs you of the key terms of the proposed Settlement, and discusses your rights and options under the Settlement. ***It is important that you read this Notice of Settlement carefully as your rights will be affected by the Settlement.*** Your options are described below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you

	choose to opt-out, you must submit a Request for Exclusion from the Settlement Class by [REDACTED], 2024 (see Section 4 below for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment for the Class Claims and will not release the Released Class Claims described in Section IV, and (2) be barred from filing an objection to the settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties to the extent you are a PAGA Employee (defined below).
OBJECT	If you decide to object to the settlement you have the opportunity to do so by (1) appearing at the Final Approval Hearing and communicating your objection to the Court and/or (2) submitting a written Notice of Objection to the Settlement Administrator stating why you object to the settlement by [REDACTED], 2024 (see Section 4 for more details on how to object).

2. WHAT THIS ACTION AND SETTLEMENT IS ABOUT

A class/representative action is a lawsuit where one or more representative plaintiffs brings claims on behalf of many people to be decided in a single court proceeding.

Plaintiff Mario Mariscal Jimenez (“Jimenez” or “Plaintiff”) worked for Signtech as a non-exempt Polisher/Preparer since 2017. Jimenez filed this lawsuit on September 7, 2023, as a putative class action, seeking to represent all current and former non-exempt Signtech employees in California. He filed a First Amended Complaint (“FAC”) on November 13, 2023, adding a PAGA cause of action seeking recovery of civil penalties based on the same underlying theories of liability. Signtech answered the FAC on January 16, 2024, generally denying Jimenez’s claims and asserting various affirmative defenses.

Plaintiff’s operative FAC alleges putative class action claims for: (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest Periods; (4) Failure to Provide Accurate, Itemized Wage Statements; (5) Failure to Pay All Wages Owed upon Termination; (6) Unfair Competition in violation of California Business and Professions Code section 17200 et seq.; and (7) PAGA penalties. Plaintiff defines the putative class as “all of Defendants’ current and former non-exempt employees in California” during the Class Period. Defendant has, and still does, deny all of Jimenez’s claims. In addition to filing this lawsuit, Plaintiff also submitted a notice letter to the LWDA on September 7, 2023, (to exhaust his required administrative remedies to bring a PAGA claim), which is attached as Exhibit “1” to his Complaint and incorporated into Plaintiff’s allegations.

After answering Plaintiff’s Complaint on January 16, 2024, the Parties engaged in significant informal discovery related to the scope and parameters of the putative Class and putative PAGA Employee group as well as all of Plaintiff’s claims. Following extensive informal discovery and

exchanging mediation briefs, the parties participated in a full-day mediation with experienced mediator Mike Young on July 26, 2024, which involved extensive, arms-lengths negotiations. The case did not settle at the mediation, but subsequent negotiations following the mediation facilitated by Mr. Young did eventually result in a mediator's proposal that was accepted by both parties, the key terms of which were subsequently incorporated in this Settlement.

This Settlement is not an admission of any wrongdoing by Signtech or an indication that Defendant violated any law. The Court did not decide in favor of Plaintiff or Defendant as to the merits of the case. There was no trial. Instead, both sides agreed to a resolution of the Action. The Settlement is intended to allow the Parties to avoid the costs of further litigation and a trial, while allowing Class Members and PAGA Employees (defined as Class Members employed during the period from September 7, 2022 to [90 days from the date this Agreement is fully executed or the date the Court grants preliminary approval of the Settlement, whichever date is earlier]) to receive payments from the Settlement as specified below.

Plaintiff and his attorneys, who were preliminarily appointed as representatives for the Class, believe the Settlement is in the best interests of all Class Members.

Defendant will not take any adverse action against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate as further detailed in Section 3 below.

3. SUMMARY OF THE TERMS OF THE SETTLEMENT

I. The Total Settlement Amount

The Total Settlement Amount is Six Hundred and Fifty Thousand Dollars and Zero Cents (\$650,000.00), which is the maximum amount Defendant will pay as part of the Settlement. The Total Settlement Amount will be distributed as follows:

Class Counsel's Fees and Costs Award: Plaintiff's counsel ("Class Counsel") have been prosecuting the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or costs. Class Counsel will ask for fees of \$216,266.67 of the Total Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$25,000 for the costs Class Counsel incurred in connection with the Action.

Service Award to Class Representative: Plaintiff Mario Mariscal Jimenez has been appointed as the Class Representative. Class Counsel will ask the Court to award him a Service Award in the amount of \$10,000 to compensate him for service and in exchange for a general release of claims. The Class Representative also will receive his individual share of the Settlement as a Class Member.

PAGA Award: Under the Settlement, \$40,000 of the Total Settlement Amount will be allocated to the settlement of Plaintiff's PAGA Claims (i.e., any and all claims Plaintiff asserted or could have asserted in the Action under PAGA in the Complaint and/or his LWDA notice letter). Of this amount, \$30,000 will be paid to the California Labor & Workforce Development Agency ("LWDA") in satisfaction of the claims for civil penalties under PAGA, and the remaining \$10,000 will be divided between all PAGA Employees based on the number of pay periods worked during the PAGA Period, regardless of their receipt of payments for settlement of the Class Claims. You do not have the right to opt-out or exclude yourself from receiving the amount paid pursuant to PAGA. "PAGA Employees" includes all current and former non-exempt employees employed by Defendant Signtech during the PAGA Period. The "PAGA Period" means the period from September 7, 2022 to [90 days from the date this Agreement is fully executed or the date the Court grants preliminary approval of the Settlement, whichever date is earlier]. If you are a PAGA Employee, you will receive your allocated portion of this payment and will be bound by the release of all such PAGA Claims without regard to your selected option discussed in Section 4 below.

Costs of Administration: The Court has approved Phoenix Settlement Administrators (the "Settlement Administrator") to administer this Settlement. The Court has preliminarily approved Settlement Administration Costs not to exceed \$8,000. The cost of administration will be paid from the Total Settlement Amount.

Net Distribution Fund: After deducting the amounts above from the Total Settlement Amount, the balance will form the Net Distribution Fund for distribution to Participating Class Members (who are Class Members who do not opt-out). Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Distribution Fund according to the formula and calculations set forth in the section immediately below entitled "Calculation of Individual Settlement Payments."

Tax Issues: Each Individual Settlement Payment shall be allocated between taxable and non-taxable consideration as follows: thirty-three percent (33%) will be allocated to alleged unpaid wages for which an IRS Form W-2 will issue and sixty-seven percent (67%) will be allocated to alleged penalties and interest for which an IRS Form 1099 will issue. The Settlement Administrator will be responsible for calculating the employee-side and employer-side taxes owed on the wage portion of each Participating Class Member's Individual Settlement Payment and paying these amounts to the appropriate state and federal agencies, within the timing required by applicable state and/or federal law. The employee-side taxes owed will be paid from the Net Distribution fund and withheld from Individual Settlement Payments. Employer-side taxes owed on the wage portion of Individual Settlement Payments will be calculated and paid by the Settlement Administrator after such employer-side tax amounts are paid by Defendant to the administrator separate from and in addition to the Total Settlement Amount. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Settlement Payments. Participating Class Members and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on their Settlement Payments. Accordingly, Participating Class Members and

PAGA Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement if they have any questions.

Uncashed Checks: All Participating Class Members and PAGA Employees will receive an Individual Settlement Payment based on the calculations detailed below, without needing to make a claim. Checks must be cashed within 180 days. On the 181st day, checks are void and uncashed funds will be transmitted by the Settlement Administrator to the California State Controller Unclaimed Property Fund in the name of the Class Member/PAGA Employee.

II. Calculation of Individual Settlement Payments

Participating Class Members – i.e., all Class Members who do not submit a timely Request for Exclusion as explained in the “Option 2: Request Exclusion from the Settlement” section below – will receive an Individual Settlement Payment based on the calculation detailed below.

In addition, all “PAGA Employees” will receive a prorated portion of the 25% of the PAGA Award based on their prorated number of pay periods during the PAGA Period using the calculation detailed below.

Workweek Calculations - Class: Signtech will calculate the total number of workweeks that all Participating Class Members worked during the Class Period (“Total Class Pay Periods”). The value of each pay period shall be determined by the Settlement Administrator by dividing the Net Distribution Fund (less the 25% of the PAGA Award to be distributed to PAGA Employees) by the total number of workweeks worked by Participating Class Members during the Class Period to establish a “Class Workweek Value.”

PAGA Employee Calculations: For PAGA Employees, Signtech will calculate the total number of pay periods that each PAGA Employee worked during the PAGA Period (“Total PAGA Pay Periods”). The value of each PAGA Pay Period shall be determined by the Settlement Administrator by dividing the 25% of the PAGA Award allocated for PAGA Employees by the Total PAGA Pay Periods for all PAGA Employees to establish a “PAGA Pay Period Value.” A Class Member who is also a PAGA Employee will receive a payment under this section even if they opt-out of the Class settlement and will be bound by the release of the PAGA claims released through this Settlement.

Individual Settlement Payments: To determine the “Individual Settlement Payment” for each Class Member, the Settlement Administrator will multiply the individual’s Total Class Pay Periods by the Class Workweek Value (if the Class Member is a Participating Class Member) and the individual’s Total PAGA Pay Periods by the PAGA Pay Period Value (if the individual is a PAGA Employee). The Individual Settlement Payment will be reduced by any required legal deductions. Review the information below, which shows (1) the estimated number of your workweeks in the Class Period and pay periods during the PAGA Period; and (2) your corresponding estimated individual settlement payments:

	Workweeks or Pay Periods	Estimated Ind. Payment
Workweeks As a Class Member During Class Period	INSERT	\$INSERT
Pay Periods As a PAGA Employee During PAGA Period	INSERT	\$INSERT

If you believe the number of workweeks and/or pay periods you were credited above is incorrect, you can challenge this estimate by submitting evidence to the Settlement Administrator, Phoenix Settlement Administrators, *prior to the Response Deadline on* [insert date of opt out/objection deadline] showing what you believe is the correct number of workweeks and/or pay periods you should be credited. The Settlement Administrator will notify the Parties of any challenges and give Defendant the opportunity to investigate the challenge and provide relevant information and documents to the Settlement Administrator. All challenges will be resolved by the Settlement Administrator after taking into consideration any information and documentation provided by you and Defendant. The Settlement Administrator's determination will be final and binding and will be made prior to the calculation and distribution of the Individual Settlement Payments.

III. Release of Claims

Unless you timely request to be excluded from the Settlement, you will be unable to sue, continue to sue or be a part of any other lawsuit against Defendant and other Released Parties (defined below) regarding the "Class Member Released Claims" in this Settlement. Moreover, all PAGA Employees will be bound by the release of PAGA Released Claims, as discussed below. Further information about, and the definition of, the releases is provided below.

A. Released Parties

The Released Parties includes Defendant Signtech Electrical Advertising, Inc., Signtech Holding Company, Inc., and their subsidiaries, affiliates and/or parents, attorneys, and each of their respective successors and predecessors in interest; all of their respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents; and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers ("Released Parties").

B. Releases

The "Effective Date" of the Settlement means the date by which the Settlement is finally approved and the Court's Final Approval Order becomes binding— *i.e.*, the date when there is no possibility of an appeal, writ, or further appeal that could potentially prevent the Settlement Agreement from becoming final and binding, which the Parties agree will be 65 calendar days after the notice of an order granting final approval of the Settlement is served, provided there have been no appeals filed within that time.

As of the Effective Date, Plaintiff, Participating Class Members, PAGA Employees and the State of California (acting through Plaintiff as its authorized PAGA representative) release the Released

Parties from all Class Claims for the duration of the Class Period (i.e., September 7, 2019 to [90 days from the date Parties' July 26, 2024 mediation or the date the Court grants preliminary approval of the Settlement, whichever date is earlier] and release all PAGA Claims for the duration of the PAGA Period (i.e., September 7, 2022 to [90 days from the date this Agreement is fully executed or the date the Court grants preliminary approval of the Settlement, whichever date is earlier])). The Class Member Released Claims include all claims for any debts, liabilities, demands, obligations, guarantees, penalties, damages, reimbursements, interest, attorneys' fees, costs, and/or other amounts or relief recoverable under state, local or federal law that Plaintiff asserted or could have asserted in the Action – on behalf of himself and the putative Class Members – based on the facts alleged in Plaintiff's Complaint, and accompanying exhibits, including without limitation Plaintiff's claims for (1) Failure to Pay All Overtime Wages Owed (CA Labor Code §§ 204, 510, 558, 1194, 1198); (2) Failure to Provide Meal Periods (CA Labor Code §§ 226.7, 512, 558); (3) Failure to Authorize and Permit Rest Periods (CA Labor Code §§ 226.7, 516, 558); (4) Failure to Provide Accurate, Itemized Wage Statements (CA Labor Code § 226 et seq.); (5) Failure to Pay All Wages Owed Upon Termination (CA Labor Code §§ 201-203); and (6) Unfair Competition (CA Business and Professions Code § 17200 et seq.). The PAGA Released Claims means the PAGA Claims from which Plaintiff, the PAGA Employees, and the State of California are fully releasing the Released Parties under this Settlement during the PAGA Period, including any and all claims Plaintiff asserted or could have asserted based on the facts alleged in the Complaint and/or Plaintiff's LWDA letter under PAGA, including civil penalties, interest, attorneys' fees, costs, and any other relief recoverable under California Labor Code § 2698, et seq. It is the intent of the Parties that the Final Approval Order entered by the Court shall have full *res judicata* (i.e., preclusive) effect and be final and binding upon Participating Class Members, PAGA Employees and the State of California regarding the Class Member Released Claims and PAGA Released Claims.

Class Members who do not opt out (i.e., submit a timely Request for Exclusion as explained below) will release the Class Member Released Claims for the duration of the Class Period.

PAGA Employees will be bound by the release of the PAGA Claims for the duration of the PAGA Period and will receive a share of the PAGA Award, notwithstanding any request to opt-out of the Class Claims.

Plaintiff Jimenez's Complete and General Release:

Plaintiff Jimenez only is agreeing to a Complete and General Release of all claims as part of this Settlement and as consideration for the Service Award specified above.

4. YOUR OPTIONS REGARDING THIS CLASS ACTION SETTLEMENT

I. First Option: Do Nothing and Receive an Individual Settlement Payment if the Settlement Becomes Final and Binding

You do not need to do anything to participate in this Settlement. If the Settlement becomes binding and you do nothing, you will receive an Individual Settlement Payment. The amount of the Individual Settlement Payment will depend, in part, on the amounts approved by the Court and

will be calculated based on the Individual Settlement Payment calculation described above. If you disagree with the number of Workweeks or Pay Periods credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. If you do nothing, you will also be bound by the Settlement and you will be releasing all Class Member Released Claims and PAGA Released Claims in exchange for an Individual Settlement Payment, as explained above.

II. Second Option: Request Exclusion from the Settlement

If you do not wish to participate in the settlement for any reason, you must submit a written letter, called a “Request for Exclusion,” to the Settlement Administrator.

To be valid, the Request for Exclusion need not use specific language, but must be hand signed and contain sufficient information to verify your identity (e.g., your full name, address, and employee number or last four digits of your social security number) and confirm that you wish to be excluded from the Settlement and any payment and release associated with the settlement of the Class Claims as set forth in this Notice and the Settlement Agreement.

To be timely, the Request for Exclusion must be postmarked and mailed to the Settlement Administrator at the address below **on or before [Date]** (the “Response Deadline”). Requests for Exclusion postmarked after this date may be disregarded.

Mario Jimenez v. Signtech Electrical Advertising, Inc., et al. Class Action
c/o Phoenix Settlement Administrators

[INSERT ADDRESS]

[INSERT PHONE NUMBER]

Any Class Members who submit a timely and valid Request for Exclusion will NOT receive any money from the Settlement of the Class Claims and will not be bound by the terms of the Settlement or the release of the Class Claims. Any Class Member who submits a timely and valid Request for Exclusion will also not have any right to object, appeal or comment on the Settlement. The only exception is that if you are also a PAGA Employee you will still release the PAGA Claims and receive a portion of the PAGA Award as there is no right to opt out of the PAGA release.

Class Members who do **not** submit a timely and valid Request for Exclusion on or before the Response Deadline will be deemed “Participating Class Members.” As described above, each Participating Class member will receive an Individual Settlement Payment and will be bound by all terms of the Settlement and the Final Approval Order entered in this Action.

III. Third Option: Object to the Settlement

If you do not believe the Settlement is fair, you can object and ask the Court to deny approval of the Settlement. If the Court grants approval over your objection, you will remain a Class Member, will release the Class Claims for the Class Period, and you will still receive an Individual Settlement Payment as described above.

You can object to the Settlement by (1) appearing at the Final Approval Hearing (either in person or through your own attorney) and communicating your objection to the Court and/or (2) submitting a written Notice of Objection to the Settlement Administrator **on or before [Date]** (the “Response Deadline”). If you appear at the Final Approval Hearing through your own attorney, you are responsible for paying that attorney.

There is no specific language required for the Court to consider your written objection, but to confirm that you are a Class Member in this case and evaluate the nature of your objection, the Parties request that your written objection include (1) your full name, address and employee number or last four digits of your social security number; (2) your signature; (3) the case name, *i.e.*, *Mario Mariscal Jimenez v. Signtech Electrical Advertising, Inc., et al.*, Case No. 37-2023-00038995-CU-OE-CTL, pending in San Diego Superior Court, and the specific reasons why you object to the Settlement.

To ensure the Court has time to consider written objections at or prior to the Final Approval Hearing, the Notices of Objection should be postmarked and mailed to the Settlement Administrator at the address below on or before [Date] (the “Response Deadline”).

Mario Jimenez v. Signtech Electrical Advertising, Inc., et al. Class Action
c/o Phoenix Settlement Administrators

[INSERT ADDRESS]

[INSERT PHONE NUMBER]

The Court will consider any written Notices of Objection received prior to the Final Approval Hearing and any oral objections made at the Final Approval Hearing. All objections (written and oral) must be made prior to or at the Final Approval Hearing to be considered by the Court.

5. NEXT STEPS

I. The Court’s Final Approval Hearing

The Court will hold a Final Approval Hearing on _____ at _____ .m. in the San Diego County Superior Court Department 75, 330 W. Broadway, San Diego, CA 92101, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Class Counsel Fees Award, Class Counsel Costs Award, Plaintiff’s Service Award, PAGA Award, Settlement Administration Costs, and Individual Settlement Payments to Participating Class Members.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Class Members are advised to confirm the hearing date and time with Class Counsel (at the contact information provided in section 5.II. below) if they intend to appear at the Final Approval Hearing.

II. How to Obtain Additional Information

This Notice summarizes the proposed Settlement. If you have questions about the Settlement, you can contact the Settlement Administrator at:

Mario Jimenez v. Signtech Electrical Advertising, Inc., et al. Class Action
c/o Phoenix Settlement Administrators

[INSERT ADDRESS]

[PHONE NUMBER]

You can also request a copy of the full Settlement Agreement from the Settlement Administrator at the address and phone number above.

You may also contact Class Counsel with any questions and/or to confirm the date and time of the Final Approval Hearing at:

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, SIGNTECH ELECTRICAL ADVERTISING, INC., OR ITS ATTORNEYS TO INQUIRE ABOUT THIS SETTLEMENT.

EXHIBIT B

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

MARIO MARISCAL JIMENEZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

SIGNTECH ELECTRICAL ADVERTISING,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendant.

Case No. 37-2023-00038995-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO
JUDGE JAMES A. MANGIONE

DEPT C-75

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Trial Date: None Set
Complaint Filed: September 7, 2023

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

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

9 NOW, THEREFORE, IT IS HEREBY ORDERED:

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

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

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

4 4. For purposes of this Settlement only, the Court hereby conditionally certifies a class
5 of Class Members, consisting of all current and former non-exempt employees employed by
6 Defendant Signtech Electrical Advertising, Inc. (“Defendant” or “Signtech”) in the State of
7 California from September 7, 2019 to [90 days from the date Parties’ July 26,
8 2024 mediation or the date the Court grants preliminary approval of the Settlement, whichever date
9 is earlier]. Should for whatever reason the Settlement not become final, the fact that the Parties
10 were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing
11 on, nor be admissible in connection with, the issue of whether a class should be certified in a non-
12 settlement context.

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

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

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

25 8. For Settlement purposes only, the Court hereby appoints Plaintiff Mario Mariscal
26 Jimenez as the class representative in this Action. Further, the Court preliminarily approves a
27 Service Award to Plaintiff not to exceed Ten Thousand Dollars (\$10,000).

1 9. For Settlement purposes only, the Court hereby appoints Scott M. Lidman, Milan
2 Moore, and Tiara Gose-Hardy of the law firm Lidman Law, APC, and Paul K. Haines of the Haines
3 Law Group, APC as Class Counsel for Class Members. Further, the Court preliminarily approves
4 a Class Counsel Fees Award not to exceed one-third of the Total Settlement Amount. As well, the
5 Court preliminarily approves a Class Counsel Costs Award not to exceed Twenty-Five Thousand
6 Dollars (\$25,000). The Class Counsel Fees Award and Class Counsel Costs Award will be subject
7 to final approval of the Court.

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

12 11. No later than 21 calendar days after the entry of the Preliminary Approval Order,
13 Defendants shall provide the Settlement Administrator with the Class Information (as defined in
14 the Settlement Agreement). No later than 14 calendar days after receipt of the Class Information,
15 the Settlement Administrator shall use the Class Information to mail the Notice of Settlement, in
16 both English and Spanish languages, to Class Members after conducting a national change of
17 address search and a skip trace for the most current address of all former employee Class Members
18 and will update such addresses as necessary.

19 12. No later than 45 calendar days after the date the Settlement Administrator mails the
20 Notice of Settlement to Class Members, or fourteen (14) calendar days after the re-mailing of any
21 Notice of Settlement to any Class Member, whichever is later, (*i.e.*, the Response Deadline), any
22 Class Member requesting exclusion from the Settlement must submit his/her Request for Exclusion
23 by mail to the Settlement Administrator as instructed in the Notice of Settlement. To be valid, the
24 Request for Exclusion need not use specific language, but must be hand signed and contain
25 sufficient information to verify the employee's identity (e.g., the individual's full name, address,
26 and employee number or last four digits of her/his social security number) and confirm that the
27 individual wishes to be excluded from the Settlement and any payment and release associated with
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1 the settlement of the Class Claims as set forth in this Agreement. If the Settlement Administrator
2 receives a purported Request for Exclusion that is unclear or incomplete in this regard, the
3 Settlement Administrator shall make best efforts to promptly follow up with the individual to obtain
4 clarification and any additional information needed prior to the Response Deadline. Any Class
5 Member who submits a timely and valid Request for Exclusion from the Class will not be entitled
6 to any monetary recovery under the Settlement (except for their prorated portion of the PAGA
7 Award, if applicable) and will not be bound by the terms of the Settlement as it relates to the Class
8 Member Released Claims (except for the release of the PAGA claims, which will bind all PAGA
9 Employees regardless of whether they submit a Request for Exclusion). Any Class Member who
10 submits a timely and valid Request for Exclusion from the Class will not have any right to object,
11 appeal or comment on the Settlement.

12 13. No later than 45 calendar days after the date the Settlement Administrator mails the
13 Notice of Settlement to Class Members, or fourteen (14) calendar days after the re-mailing of any
14 Notice of Settlement to any Class Member, whichever is later, (*i.e.*, the Response Deadline), any
15 Class Member wishing to object to the Settlement must notify the Settlement Administrator as
16 instructed in the Notice of Settlement. Any Class Member wishing to object or comment upon the
17 Settlement can do so by (1) appearing at the Final Approval Hearing and communicating their
18 objection to the Court and/or (2) submitting a written Notice of Objection to the Settlement
19 Administrator by the Response Deadline. Only Participating Class Members (*i.e.*, Class Members
20 who do not opt out) are permitted to object to the Settlement Agreement. The Class Notice will
21 request that Class Members who wish to submit a written Notice of Objection include their: (1) full
22 name, address, and employee number or last four digits of their social security number; and (2)
23 hand sign the Notice of Objection. The Class Notice will also request that Class Members
24 submitting a written Notice of Objection (3) state the case name and number, *i.e.*, *Mario Mariscal*
25 *Jimenez v. Signtech Electrical Advertising, Inc.*, Case No. 37-2023-00038995-CU-OE-CTL,
26 pending in San Diego Superior Court, and the basis for the objection. Class Members do not need
27 to submit a written Notice of Objection to appear at the Final Approval Hearing to voice their
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1 objection to the Court. Class Members who fail to submit a Notice of Objection and/or appear at
2 the Final Approval Hearing to communicate their objection to the Court shall be deemed to have
3 waived any objections and shall be foreclosed from making any objections to the Settlement
4 following the Final Approval Hearing.

5 14. Defendant's business records will govern the determination of who is properly
6 considered a Class Member and PAGA Employee (based on the definitions in the Settlement
7 Agreement) as well as the number of workweeks and pay periods worked by Class Members and
8 PAGA Employees during the relevant time periods. In making these determinations, Defendants'
9 business records identifying this information in good faith and based on Defendants' best efforts
10 are presumed to be accurate and correct. Each Class Member's estimated workweeks during the
11 Class Period and pay periods during the PAGA Period will be specified in the Class Notice. Class
12 Members who believe the estimated number of workweeks and/or pay periods are incorrect can
13 contest the number of workweeks and/or pay periods specified in their Class Notice with the
14 Settlement Administrator by providing any information and documentation supporting the
15 challenge to the Settlement Administrator on or before the Response Deadline. The Settlement
16 Administrator will notify the Parties of any challenges and give Defendants the opportunity to
17 investigate the challenge and provide relevant information and documents to the Settlement
18 Administrator. All challenges to Class membership and/or the calculated workweeks/pay periods
19 will be resolved by the Settlement Administrator after taking into consideration any information
20 and documentation provided by Defendants and Participating Class Members. The Settlement
21 Administrator's determination will be final and binding and must be made prior to the calculation
22 and distribution of the Individual Settlement Payments. Class Members, PAGA Employees and
23 other current or former employees have no right to assert any claim that they were improperly
24 excluded from the Settlement or that their individual payment was improperly calculated through
25 ignorance, oversight, error or otherwise after the Settlement Administrator's calculation and
26 distribution of Individual Settlement Payments in accordance with this Agreement and the Court's
27 Final Approval Order. Class Members and PAGA Employees can contest the number of workweeks
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1 and/or pay periods specified in their Class Notice with the Settlement Administrator prior to the
2 Response Deadline per the instructions in the Class Notice. In addition, any timely and successful
3 challenges will potentially affect only how the Net Distribution fund is apportioned to Participating
4 Class Members and PAGA Employees but cannot result in Defendant paying any greater amount
5 to fund this Settlement than the maximum Total Settlement Amount specified in this Settlement
6 Agreement.

7 15. The Final Approval Hearing shall be held at _____ at ____ m., in the San Diego
8 County Superior Court, Department 75, 330 W. Broadway, San Diego, CA 92101, to consider the
9 fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the:
10 Class Counsel Fees Award, Class Counsel Costs Award, Plaintiff's Service Award, PAGA Award,
11 Settlement Administration Costs, and Individual Settlement Payments to Participating Class
12 Members.

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

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

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

13 **IT IS SO ORDERED.**

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15 Dated: _____

HONORABLE JAMES A. MANGIONE
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

MARIO MARISCAL JIMENEZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

SIGNTECH ELECTRICAL ADVERTISING,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendant.

Case No. 37-2023-00038995-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO
JUDGE JAMES A. MANGIONE

DEPT C-75

**[PROPOSED] FINAL JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Trial Date: None Set
Complaint Filed: September 7, 2023

1 WHEREAS, this matter has come before the Court for hearing pursuant to the
2 Preliminary Approval Order dated [REDACTED], for final approval of the Settlement as set forth
3 in the Joint Stipulation of Class and PAGA Representative Action Settlement and Release (the
4 “Settlement” or “Settlement Agreement”), and the Court having considered all papers filed and the
5 proceedings had and otherwise being fully informed, **THE COURT HEREBY MAKES THE**
6 **FOLLOWING DETERMINATIONS AND ORDERS:**

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

10 2. This Court has jurisdiction over the subject matter of this litigation and over all
11 Parties to this litigation, including the Plaintiff, Class Members, PAGA Employees, Defendants,
12 and the State of California.

13 3. Pursuant to the Preliminary Approval Order, the appointed Settlement
14 Administrator, Phoenix Settlement Administrators, mailed a Notice of Settlement to all known
15 Class Members by First Class U.S. Mail. The Notice of Settlement fairly and adequately informed
16 Class Members of the terms of the proposed Settlement and the benefits available to Class Members
17 thereunder. The Notice of Settlement further informed Class Members of the pendency of the
18 Action, of the proposed Settlement, of Class Members’ right to receive their share of the Settlement,
19 of the scope and effect of the Settlement’s Class Member Released Claims, of the preliminary Court
20 approval of the proposed Settlement, of exclusion and objection timing and procedures, of the
21 procedure for challenging the estimated number of relevant workweeks and pay periods based on
22 Defendant’s records, of the date and location of the Final Approval Hearing, and of the right to file
23 documentation in opposition to the Settlement and to appear in connection with the Final Approval
24 Hearing. Class Members had adequate time to consider this information and to use the procedures
25 identified in the Notice. The Court finds and determines the notice procedure afforded adequate
26 protections to Class Members and provides the basis for the Court to make an informed decision
27 regarding approval of the Settlement based on the responses of Class Members. The Court finds
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1 and determines the Notice provided in the Action was the best notice practicable, which satisfied
2 the requirements of law and Due Process.

3 4. In response to the Notice of Settlement, [REDACTED] Class Members objected to the
4 Settlement and [REDACTED] Class Members submitted a Request for Exclusion from the Settlement.

5 5. The Court hereby finds that the Parties' notice of the proposed Settlement submitted
6 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
7 the notice requirements of the Private Attorneys General Act ("PAGA"), California Labor Code §
8 2699(l).

9 6. The Court finds the Settlement is fair, adequate and reasonable when balanced
10 against further litigation related to liability and damages issues. The Court further finds the Parties
11 have conducted significant investigation, informal discovery, research and litigation such that Class
12 Counsel and Defense Counsel are able to reasonably evaluate their respective positions at this time.
13 The Court finds that the proposed Settlement, at this time, will avoid substantial additional costs
14 by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The
15 Court further finds that the Parties reached the Settlement as the result of reasonable, serious and
16 non-collusive, arms-length negotiations through experienced Class Counsel and Defense Counsel.
17 Thus, the Court approves the Settlement set forth in the Settlement Agreement and finds the
18 Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate the
19 Settlement according to its terms.

20 7. The Court hereby orders the Settlement Administrator to distribute the Individual
21 Settlement Payments to Class Members in accordance with the provisions of the Settlement.

22 8. For purposes of this Final Approval Order and for this Settlement only, the Court
23 hereby certifies the class of Class Members as defined in the Settlement Agreement.

24 9. Following the Effective Date, and per the terms of the Settlement Agreement, the
25 Court orders that Defendant shall fully fund the Total Settlement Amount, and also fund
26 Defendant's share of employer-side taxes due on the portion of the Individual Settlement Payments
27 attributed to alleged lost wages per the terms of the Settlement Agreement by transmitting the funds
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1 to the Settlement Administrator as follows: The payment of Total Settlement Amount of \$650,000
2 and employer-side taxes due on the Individual Settlement payment shall be deposited with the
3 Settlement Administrator no later than 15 calendar days after the Effective Date. "Effective Date"
4 shall mean the date by which this Settlement is finally approved as provided herein and the Court's
5 Final Approval Order becomes binding. For purposes of this Settlement Agreement, the Final
6 Approval Order becomes binding and Effective upon the later of: (1) the day after the last day by
7 which a notice of appeal to the California Court of Appeal of the Final Approval Order and/or of
8 an order rejecting any motion to intervene may be timely filed, and none is filed, which the Parties
9 agree will be 65 calendar days after the notice of an order granting final approval of the Settlement
10 is served, provided there have been no appeals filed within that time; (2) if such an appeal is filed,
11 and the appeal is finally resolved and results in affirmation of the Final Approval Order and
12 Settlement, the day after the last date for filing a request for further review of the California Court
13 of Appeals' decision passes and no further review is requested; (3) if further review of the
14 California Court of Appeal's decision is requested, the day after the request for review is denied
15 with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted,
16 the day after the California Supreme Court affirms the Final Approval Order. The Effective Date
17 cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is
18 no possibility of an appeal, writ, or further appeal that could potentially prevent this Settlement
19 Agreement from becoming final and binding according to the terms agreed upon by the Parties.

20 10. For purposes of this Final Approval Order and this Settlement only, the Court hereby
21 confirms the appointment of Plaintiff Mario Mariscal Jimenez as the class representative for the
22 Class Members. Further, the Court finally approves the Service Award to Plaintiff, as fair and
23 reasonable, in the total amount of Ten Thousand Dollars (\$10,000). The Court hereby orders the
24 Settlement Administrator to distribute the Service Award to the Plaintiff in accordance with the
25 provisions of the Settlement.

26 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby
27 confirms the appointment of Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of the law firm
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1 Lidman Law, APC, and Paul K. Haines of the Haines Law Group, APC as Class Counsel for the
2 Class Members. Further, the Court finally approves a Class Counsel Fees Award, as fair and
3 reasonable, of one-third of the Total Settlement Amount (\$216,666.67). As well, the Court finally
4 approves a Class Counsel Costs Award, as fair and reasonable, of [REDACTED]
5 Dollars (\$ [REDACTED]). Class Counsel's receipt of the Class Counsel Fees Award and Class Counsel
6 Costs Award shall fully satisfy all fees and litigation costs incurred by Class Counsel that
7 represented Plaintiff, Class Members, and PAGA Employees in the Action. Defendants' payment
8 of the Court-awarded attorneys' fees and costs shall constitute full satisfaction of Defendants'
9 obligation to pay any person, attorney, or law firm for attorneys' fees, costs, and expenses incurred
10 on behalf of the Plaintiff, the Class Members, and/or the PAGA Employees. The Court hereby
11 orders the Settlement Administrator to distribute the Class Counsel Fees Award and Class Counsel
12 Costs Award payments to Class Counsel in accordance with the provisions of the Settlement.

13 12. For purposes of this Final Approval Order and this Settlement only, the Court hereby
14 confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator to
15 administer the Settlement of this matter as more specifically set forth in the Settlement Agreement
16 and further finally approves Settlement Administration Costs, as fair and reasonable, of
17 [REDACTED] Dollars (\$ [REDACTED]).

18 13. After the above deductions, Class Counsel Fees Award (\$216,266.67), Class Counsel
19 Costs Award (\$ [REDACTED]), the Service Award to Plaintiff (\$10,000.00), Settlement Administrator
20 Costs (\$8,000.00), and the 75% of the PAGA Award due to the LWDA (\$30,000.00), the Net
21 Settlement Amount of \$ [REDACTED] is to be distributed to [REDACTED] Participating Class Members, that
22 worked a total of [REDACTED] workweeks during the Class Period according to Defendant's business
23 records and the Settlement Administrator, in conformity with the terms of the Settlement. The
24 Settlement Administrator calculates that the highest Individual Settlement Payment is \$ [REDACTED], the
25 lowest Individual Settlement Payment is \$ [REDACTED], and the average Individual Settlement Payment is
26 \$ [REDACTED].
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1 14. The Court finds that the payment to the California Labor & Workforce
2 Development Agency (“LWDA”) in the amount of \$30,000.00 for its 75% share of the \$40,000
3 PAGA Award is fair, reasonable, and adequate, and orders the Settlement Administrator to
4 distribute this payment to the LWDA in conformity with the terms of the Settlement. The
5 remaining 25% or \$10,000.00 of the PAGA Award is to be distributed to the [REDACTED] PAGA
6 Employees in conformity with the terms of the Settlement.

7 15. As of the Effective Date, PAGA Employees and Plaintiff, on behalf of himself and
8 the State of California, will be bound by the release of the PAGA Released Claims for the duration
9 of the PAGA Period and will receive a share of the PAGA Award, notwithstanding any request to
10 opt-out of the Class Claims. As of the Effective Date, Plaintiff, the State of California, and all
11 PAGA Employees, are hereby forever barred and enjoined from prosecuting the PAGA Released
12 Claims for the duration of the PAGA Period against Defendants and the Released Parties.

13 16. As of the Effective Date, Plaintiff, Participating Class Members, PAGA Employees
14 and the State of California (acting through Plaintiff as its authorized PAGA representative) release
15 the Released Parties from all Class Claims and PAGA Claims for the duration of the Class Period
16 and PAGA Period, respectively. “Released Parties” means Defendant Signtech Electrical
17 Advertising, Inc., Signtech Holding Company, Inc., and their subsidiaries, affiliates and/or parents,
18 attorneys, and each of their respective successors and predecessors in interest; all of their respective
19 officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents; and
20 each of their past, present and future officers, directors, shareholders, employees, agents, principals,
21 heirs, representatives, accountants, auditors, consultants, insurers and reinsurers. The Class
22 Member Released Claims include all claims from which Participating Class Members are fully
23 releasing the Released Parties under this Settlement from September 7, 2019 through the end of the
24 Class Period, including all claims for any debts, liabilities, demands, obligations, guarantees,
25 penalties, damages, interest, attorneys’ fees, costs, and/or other amounts or relief recoverable under
26 state, local or federal law that Plaintiff asserted or could have asserted in the Action – on behalf of
27 himself and the putative Class Members – based on the facts alleged in Plaintiff’s Complaint and
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1 LWDA notice letter, including without limitation Plaintiffs' claims for (1) Failure to Pay All
2 Overtime Wages Owed (CA Labor Code §§ 204, 510, 558, 1194, 1198); (2) Failure to Provide
3 Meal Periods (CA Labor Code §§ 226.7, 512, 558); (3) Failure to Authorize and Permit Rest Periods
4 (CA Labor Code §§ 226.7, 516, 558); (4) Failure to Provide Accurate, Itemized Wage Statements
5 (CA Labor Code § 226 et seq.); (5) Failure to Pay All Wages Owed Upon Termination (CA Labor
6 Code §§ 201-203); and (6) Unfair Competition (CA Business and Professions Code § 17200 et
7 seq.). The PAGA Released Claims released by PAGA Employees include all PAGA Claims from
8 which Plaintiff, the PAGA Employees, and the State of California are fully releasing Defendant
9 and the Released Parties under this Settlement during the PAGA Period, including any and all
10 claims Plaintiff asserted or could have asserted based on the facts alleged in the Complaint and/or
11 Plaintiff's LWDA letter under PAGA, including for civil penalties, interest, attorneys' fees, costs,
12 and any other relief recoverable under California Labor Code § 2698, et seq.

13 17. In consideration for the promises and payments set forth in the Settlement
14 Agreement, to which Plaintiff is otherwise not entitled, Plaintiff Mario Jimenez releases and
15 discharges a Complete and General Release and a 1542 Waiver to the Released Parties, and each
16 of them, upon the Effective Date occurring as provided in the Settlement Agreement.

17 18. After Settlement administration has been completed in accordance with the
18 Settlement Agreement, and in no event later than one year after the Effective Date, the Parties shall
19 file a report with this Court certifying compliance with the terms of the Settlement.

20 19. Neither this Final Approval Order, the Settlement Agreement, nor any document
21 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed
22 as, or may be used as an admission by or against any Defendant or any of the other Released Parties
23 of any fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding of the
24 validity of any claims in the Action or of any wrongdoing by any Defendant or any of the other
25 Released Parties. The entering into or carrying out of the Settlement Agreement, and any
26 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
27 evidence of, an admission or concession with regard to the denials or defenses by any Defendant
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1 or any of the other Released Parties and shall not be offered in evidence against any Defendant or
2 any of the Released Parties in any action or proceeding in any court, administrative agency or other
3 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Approval
4 Order, the Settlement Agreement, or any related agreement or release. Notwithstanding these
5 restrictions, any of the Released Parties may file in the Action or in any other proceeding this Final
6 Approval Order, the Settlement Agreement, or any other papers and records on file in the Action
7 as evidence of the Settlement and to support a defense of res judicata, collateral estoppel, release,
8 waiver or other theory of claim preclusion, issue preclusion or similar defense.

9 20. The Court hereby enters judgment, with prejudice, for the reasons set forth above,
10 and in accordance with the terms set forth in the Settlement Agreement.

11 21. Without affecting the finality of this Final Approval Order in any way, this Court
12 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of
13 the Settlement and all orders and judgments entered in connection therewith.

14 **IT IS SO ORDERED.**

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16 Dated: _____

17 HONORABLE JAMES A. MANGIONE
18 JUDGE OF THE SUPERIOR COURT
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