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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 February 28, 2025, for final approval of the Settlement as set
3 forth in the Joint Stipulation of Class and PAGA Representative Action Settlement and Release
4 (the “Settlement” or “Settlement Agreement”), and the Court having considered all papers filed and
5 the 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, Zero (0) Class Members objected to the
4 Settlement and Zero (0) 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 (\$20,810.07). Class Counsel's
5 receipt of the Class Counsel Fees Award and Class Counsel Costs Award shall fully satisfy all fees
6 and litigation costs incurred by Class Counsel that represented Plaintiff, Class Members, and PAGA
7 Employees in the Action. Defendants' payment of the Court-awarded attorneys' fees and costs shall
8 constitute full satisfaction of Defendants' obligation to pay any person, attorney, or law firm for
9 attorneys' fees, costs, and expenses incurred on behalf of the Plaintiff, the Class Members, and/or
10 the PAGA Employees. The Court hereby orders the Settlement Administrator to distribute the Class
11 Counsel Fees Award and Class Counsel Costs Award payments to Class Counsel in accordance
12 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 Eight
17 Thousand Dollars (\$8,000.00).

18 13. After the above deductions, Class Counsel Fees Award (\$216,266.67), Class Counsel
19 Costs Award (\$20,810.07), 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 \$364,523.26 is to be distributed to 244 Participating Class Members, that
22 worked a total of 34,007 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 \$2,804.33, the
25 lowest Individual Settlement Payment is \$10.43, and the average Individual Settlement Payment is
26 \$1,452.96.

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 186 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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