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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 October 24, 2024. Should for whatever reason the Settlement
8 not become final, the fact that the Parties were willing to stipulate to certification of the Class as
9 part of the Settlement shall have no bearing on, nor be admissible in connection with, the issue of
10 whether a class should be certified in a non-settlement context.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 **IT IS SO ORDERED.**

12
13 Dated: _____

HONORABLE JAMES A. MANGIONE
JUDGE OF THE SUPERIOR COURT