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**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 FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: July 25, 2025

Time: 9:00 a.m.

Dept.: C-75

Complaint Filed: September 7, 2023

Trial Date: None Set

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Mario Mariscal Jimenez (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am admitted
5 to practice in this Court. I have personal knowledge of the facts stated in this declaration and could
6 testify competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law
9 firm of Littler Mendelson, P.C., located in Los Angeles, California.

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

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

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

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

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
16 States District Court, Central District of California, Honorable Gary Klausner,
17 presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 20 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
21 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 22 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
23 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
25 United States District Court, Central District of California, Honorable Percy
26 Anderson, presiding.

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

- 1 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23
- 24
- 25

26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal
27 and the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

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

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
5 States District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
8 States District Court, Southern District of California, Honorable John A.
9 Houston, presiding.
- 10 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
14 District Court, Central District of California, Honorable Margaret Morrow,
15 presiding.
- 16 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
17 States District Court, Northern District of California.
- 18 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
20 presiding.
- 21 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
24 Court, County of Los Angeles, Honorable Terry Green, presiding.
- 25 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
26 Court, County of San Francisco.

1 ► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
2 Court, Northern District of California, Honorable Richard Seeborg, presiding.

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

18 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
22 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
23 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
24 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
25 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
26 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
27 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.

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

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

1 10. On September 7, 2023, Plaintiff filed a putative class action complaint against
2 Defendant in San Diego County Superior Court. On September 7, 2023, Plaintiff submitted a letter to
3 the California Labor & Workforce Development Agency (“LWDA”) and Defendant advising of his
4 intention of filing a PAGA claim based on the Labor Code violations alleged in his operative complaint.
5 On November 13, 2023, Plaintiff filed a First Amended Class Action and Representative Action
6 Complaint. The primary allegations are that Defendant: (1) failed to pay all overtime wages owed; (2)
7 failed to provide meal periods; (3) failed to authorize and permit all legally required rest periods; (4)
8 failed to provide accurate, itemized wage statements; (5) failed to pay all wages owed upon
9 termination; (6) engaged in unfair competition; and (7) is liable for civil penalties under the PAGA.

10 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
11 theories of liability are related to Signtech’s alleged failure to pay Settlement Class members for all
12 time worked and its alleged failure provide Settlement Class members all legally compliant duty-free
13 meal and rest periods. Specifically, Plaintiff alleges that he and Class Members were not fully
14 compensated for all of their time worked. Specifically, Plaintiff alleges Defendant miscalculated his
15 and Class Members’ regular rate of pay by excluding bonuses when calculating an employee’s regular
16 rate for working overtime hours. Plaintiff alleges that Defendant’s failure to include these payments
17 in the regular rate has resulted in a systematic underpayment of overtime wages to Plaintiff and other
18 non-exempt employees.

19 12. 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 alleges
21 it properly compensated Class Members for all of their time worked. *Id.* Defendant further asserts that
22 Plaintiff would be unable to certify an overtime class given the individualized inquiries that would be
23 required.

24 13. Plaintiff alleges that he and Class Members were not provided with all legally-required
25 meal periods, including first meal periods beginning before the end of the fifth hour of work and second
26 meal periods. Specifically, Plaintiff further alleges that meal periods were often less than thirty minutes
27 due to Defendant’s unlawful meal period practices.
28

1 14. Defendant counters that it has always provided non-exempt employees with an
2 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
3 employee timekeeping records were solely the result of employee choice, rather than any policy or
4 practice of Defendant. Defendant points out that it is only required to “provide” the opportunity to take
5 meal periods, not “ensure” meal periods are taken, and that they have always done so. Finally, Defendant
6 contends Plaintiff’s meal period claim is not suited for class certification, since individual inquiries
7 would be required to assess which employees took non-compliant meal periods, how many meal periods
8 were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal
9 period or missed a meal period during a particular shift.

10 15. Plaintiff also alleges Defendant maintained unlawful rest period policies and practices
11 and failed to authorize and permit Plaintiff and other hourly, non-exempt employees take legally
12 compliant rest periods when they worked shifts in excess of 3.5 hours. Specifically, Plaintiff alleges
13 Defendant failed to provide any rest periods on shifts worked in excess of 3.5 hours.

14 16. Defendant contends it has always maintained and enforced lawful rest period policies
15 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty
16 rest periods in compliance with California law. Further, Defendant argues that Plaintiff’s rest period
17 claim is inherently unsuited for class treatment as it requires an individualized inquiry into whether
18 each Settlement Class Member was in fact authorized and permitted to take a compliant rest period,
19 which would devolve into an unmanageable series of mini-trials. Defendant further contends that rest
20 breaks are also not recorded, thus making this claim more challenging to certify due to a lack of time
21 records to rely upon as common proof.

22 17. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation
23 of Labor Code § 226 as a result of the alleged unpaid wages and unpaid meal period and rest period
24 premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor Code
25 § 226(a) because the wage statements issued to Settlement Class Members did not include all hours
26 worked and the rate at which they were being paid.

27 18. Defendant argues that its alleged wage statement violations could not be shown to be
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1 “knowing and intentional,” and that Plaintiff cannot show that he or any other employee “suffer[ed]
2 injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
3 imposition of penalties.

4 19. Plaintiff alleges that Defendant is also liable for waiting time penalties under Labor Code
5 section 203 as a result of its failure to timely pay all wages upon separation.

6 20. Defendant asserts it has strong defenses to the waiting time claim because there exist
7 good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties.

8 21. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
9 Labor Code violations.

10 22. Since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims,
11 Defendant argues that Plaintiff’s PAGA claim will fail for the same reasons that her underlying claims
12 will fail.

13 23. These considerations, not only bore heavily on the negotiations leading to the Settlement,
14 but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of
15 further litigation. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted the claims
16 at issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures.
17 Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate,
18 and reasonable in view of them.

19 24. After agreeing to participate in private mediation, Defendant informally produced
20 timekeeping and payroll data for the putative class, as well as hundreds of pages of wage and hour
21 policies and other documents and information relevant to the claims alleged. After a detailed review of
22 the payroll and time records for the putative class and other documents and policies produced by
23 Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths
24 and weaknesses of Plaintiff’s case. *Id.* This informal discovery allowed the parties to assess the merits
25 and value of Plaintiff’s claims and Defendant’s defenses thereto, if a settlement could not be reached.

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

3 Ultimately, the parties agreed in principle on a class-wide resolution.

4 26. Plaintiff submitted the Settlement to the Court with his Motion for Preliminary
5 Approval on December 17, 2024. On February 28, 2025, the Court granted preliminary approval of
6 the class action settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order
7 Granting Preliminary Approval.

8 27. The Settlement Class encompasses: all current and former non-exempt employees
9 employed by Defendant Signtech Electrical Advertising, Inc. in the state of California during the Class
10 Period. The Class Period means the period from September 7, 2019 to October 24, 2024.

11 28. After disbursement, Settlement Class Members will have at least 180 days to cash their
12 checks. Funds remaining unclaimed will be distributed to the California State Controller's Office –
13 Unclaimed Property Fund in the name of the Settlement Class Member.

14 29. Moreover, in my experience in wage and hour class action matters similar to this one,
15 fee awards generally average around one-third of the gross recovery.

16 30. My law firm's and co-counsel's work on this case includes, but is not limited to:
17 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
18 Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and
19 payroll records, preparing for and attending mediation, negotiating and revising the long-form
20 Settlement Agreement, preparing the Motions for Preliminary and Final Approval, overseeing the
21 settlement administration process, communicating with Settlement Class Members, and otherwise
22 litigating this case.

23 31. As discussed above, this case presented significant risk as to both class certification and
24 merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating
25 Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this
26 litigation and expending considerable effort, all while working on a pure contingency basis. Since
27 undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without
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1 receiving any compensation for over one year. During this time, Class Counsel have expended a total
2 of \$20,510.07 in actual costs and have devoted substantial time to this litigation and expect to incur
3 approximately \$300.00 in future costs for filing the final declaration regarding distribution of
4 settlement, service and messenger fees, postage fees, and/or online fees to retrieve conformed copies
5 of documents. This includes total costs incurred by both law firms. Class Counsel seek to be reimbursed
6 a total of \$20,810.07 in litigation costs. A true and correct copy of my firm and co-counsel's firm's
7 costs is attached hereto as **Exhibit B**. Class Counsel's request is fair, adequate, and reasonable, as all
8 of these costs are documented and reasonably incurred.

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

15 33. Given the considerable potential for adverse outcomes in this case, including, but not
16 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
17 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also
18 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be
19 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
20 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
21 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
22 approval hearing in this matter, my firm and co-counsel firm will have litigated this case for nearly two
23 years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful.
24 Moreover, as discussed above, Class Counsel has advanced a total of \$20,510.07 (and anticipate
25 incurring an additional \$300.00 in actual costs in connection with filing the motion for final approval
26 and filing the final distribution declaration(s) and related tasks) for a total of \$20,810.07 in litigation
27 costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs
28

in the event Plaintiff did not prevail in this lawsuit.

34. In this case, Class Counsel have a lodestar of \$165,265.00, which results in a multiplier of 1.31 compared to the \$216,666.67 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	\$900	78.1	\$70,290.00
Paul K. Haines (18th Year Attorney)	\$800	19.4	\$15,520.00
Milan Moore (9th Year Attorney)	\$650	89.5	\$58,175.00
Tiara Gose-Hardy (6th Year Attorney)	\$525	34.7	\$18,217.50
Paralegals	\$175	17.5	\$3,062.50
Total Lodestar			\$165,265.00

Total Lodestar	\$129,237.00
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35. My proposed hourly rate of \$900, Mr. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650 and Ms. Gose-Hardy's rate of \$525, are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 24rd year attorney is \$997, the hourly rate for a 16th year attorney is \$829, and the hourly rate for a 6th year attorney is \$508.

36. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles

County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

37. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, *Los Angeles Sup. Ct.*, Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

38. Plaintiff has provided written approval of the split of attorneys' fees in this action. Further, being a private law practice my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

39. The requested service award to Plaintiff of \$10,000.00 is also reasonable. Plaintiff took on significant risks, including the risk that she could be liable for Defendant's costs if this case was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things, gathering documents for use in this lawsuit, providing factual information to my firm regarding his

1 claims, and working with Class Counsel on the to prepare for mediation and discuss the case, the merits,
2 the defenses, and the settlement reached. Further, Plaintiff put his future employment prospects at risk
3 by becoming a named Plaintiff in a representee action since the lawsuit is public record and may
4 become known to prospective employers when evaluating him for employment. Additionally, Plaintiff
5 agreed to a general release and a 1542 waiver.

6 40. Plaintiff submitted the Settlement and the Court's Order Granting Preliminary Approval
7 of the Settlement to the LWDA via the LWDA's website on December 17, 2024 and March 6, 2025
8 respectively. True and correct copies of the proofs of service are attached hereto as **Exhibits D-E,**
9 **respectively.**

10 41. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for
11 Final Approval and all supporting documents via the LWDA's website on the same date that it is filing
12 this motion and will file a supplemental proof of service after the Motion for Final Approval and all
13 supporting documents are submitted to the LWDA.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed on July 2, 2025 at El Segundo, California.

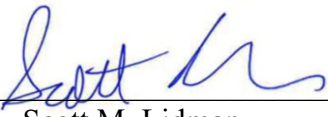
16
17 
18 Scott M. Lidman

EXHIBIT A

EXHIBIT A

FILED
Clerk of the Superior Court

FEB 28 2025

By: N. Calantoc, Deputy

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
28

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 July 25, 2025 at 9:00 AM, 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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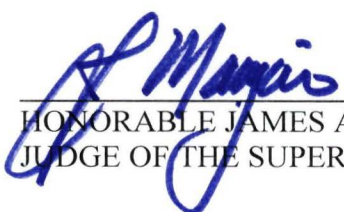
1 Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, the
2 Settlement Agreement and all evidence and proceedings had in connection therewith shall be
3 without prejudice to the *status quo ante* rights of the Parties to the Action, as more specifically set
4 forth 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: 2.28.25



HONORABLE JAMES A. MANGIONE
JUDGE OF THE SUPERIOR COURT

EXHIBIT B

EXHIBIT B

Expense Summary
Mario Mariscal Jimenez v. Signtech Electrical Advertising, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$9,375.00
Filing Fees	\$1,988.50
Service and Messenger Fees	\$131.50
Copying Costs	\$28.00
Postage Costs	\$22.07
Expert Expenses for Analysis for Mediation	\$8,965.00
Anticipated Costs for filing instant motion, service fees, copying and postage	\$300.00
TOTAL:	\$20,810.07

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

EXHIBIT D

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, December 17, 2024 4:42:47 PM

12/17/2024 04:41:29 PM

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

Item submitted: Proposed Settlement

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

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Fax: (424) 292-2355

Attorneys for Plaintiff
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.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/17/2024 5:34:13 PM

Clerk of the Superior Court
By N. Lopez, Deputy Clerk

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

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

**PROOF OF SERVICE ON LWDA RE:
PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 150, El Segundo, CA 90245 El Segundo, California 90245.

On December 17, 2024, I served the foregoing document(s) described as:

- 1. JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE**
- 2. PLAINTIFF’S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**
- 3. DECLARATION OF SCOTT M. LIDMAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 4. DECLARATION OF MILAN MOORE IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 5. DECLARATION OF TIARA GOSE-HARDY IN SUPPORT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 6. DECLARATION OF PAUL K. HAINES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- 7. DECLARATION OF PLAINTIFF MARIO MARISCAL JIMENEZ IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT**
- 8. DECLARATION OF JODEY LAWRENCE OF PHOENIX SETTLEMENT ADMINISTRATORS IN SUPPORT OF PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL**
- 9. [PROPOSED] PRELIMINARY APPROVAL ORDER**

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1 **[X] (BY ELECTRONIC TRANSMISSION)** I caused a true and correct copy of the
2 document(s) described above to be electronically transmitted to the Labor and Workforce
3 Development Agency ("LWDA") by uploading them to the LWDA's online system, under
4 LWDA Case No. LWDA-CM-980220-23.

5 **[X] (STATE)** I declare under penalty of perjury under the laws of the State of California that the
6 above is true and correct.

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

8 
9 _____
10 Marlyn Ajanel
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EXHIBIT E

EXHIBIT E

Marlyn Ajanel

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Thursday, March 6, 2025 4:36 PM
To: Marlyn Ajanel
Subject: Thank you for your Court Order or Judgment Submission

03/06/2025 04:35:34 PM

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

Item submitted: Court Order or Judgment

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

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Attorneys for Plaintiff
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]*

PROOF OF SERVICE ON LWDA

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

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 150, El Segundo, CA 90245 El Segundo, California 90245.

On March 6, 2025, I served the foregoing document(s) described as:

1. PRELIMINARY APPROVAL ORDER

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency (“LWDA”) by uploading them to the LWDA’s online system, under LWDA Case No. LWDA-CM-980220-23.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 6, 2025 at El Segundo, California.



Marlyn Ajanel