

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
MARIO MARISCAL JIMENEZ

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

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

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

DECLARATION OF PLAINTIFF MARIO MARISCAL JIMENEZ IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT

Date: February 28, 2025
Time: 9:00 a.m.
Dept.: C-75

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I, MARIO MARISCAL JIMENEZ, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I have been an employee of Defendant Signtech Electrical Advertising, Inc. (“Defendant”) since approximately the year 2017. I am a Polisher/Preparer, and I prepare signs before they get painted and/or decorated. I am an hourly, non-exempt employee. During my employment with Defendant, I, along with the other hourly, non-exempt employees, were required to follow Defendant’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that I was not paid 1.5 times my regular rate of pay for the workdays in which I worked more than eight hours per day and was not paid two times my regular rate of pay for the workdays in which I worked more than 12 hours per day. As such, I do not believe I was compensated for all required overtime wages owed.

4. I believe that I was not provided all meal and rest periods that I was entitled to as an hourly employee of Defendant.

5. Because of the above issues at work, I do not believe I received accurate, itemized wage statements.

6. I retained Haines Law Group and Lidman Law, APC to represent me in my Labor Code violation claims against Defendant.

7. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on July 26, 2024 and throughout the settlement process.

8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and current employees of Defendant by helping them recover money owed to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees

1 would not have to take on. For example, I knew that there was a risk that I could be liable for
2 Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public record
3 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
4 of other employees of Defendant because I wanted Defendant to pay their current and former
5 independent contractors for all unpaid wages according to the law and face consequences for not doing
6 so.

7 9. I have been actively involved in this case since joining this lawsuit. Without revealing
8 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
9 numerous occasions. I estimate that I have spent approximately 15-20 hours meeting with my lawyers
10 concerning the case and my responsibilities as a class representative, which included, among other
11 things, gathering various employment and non-employment related documents for use in the lawsuit,
12 reviewing documents with my lawyers and answering their questions, answering follow up questions
13 and providing guidance regarding Defendant's policies and procedures that Defendant required me and
14 the employees to follow, and helping develop a strategy as to what documents/information to obtain
15 from Defendant. In connection with the settlement in this case, I spent about one hour reviewing the
16 settlement agreement and discussing the agreement and approval process with my attorneys. I made
17 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
18 to understand everything before I signed it.

19 10. I believe my claims are typical of the members of the Class because they were required
20 to follow the same policies and procedures I was required to follow when I worked for Defendant. I
21 believe Defendant's policies and procedures were the same for all employees in California. Since the
22 same policies and procedures apply to myself and the other employees, I believe they were not paid for
23 all wages earned, had unlawful deductions taken from their wages, did not receive accurate wage
24 statements, and were not paid all wages upon separation of employment with Defendant.

25 11. As far as I am aware, I have no conflicts with any Class Members or PAGA Employees.
26 I understand that as the proposed class representative, I am responsible for representing the interests of
27 all members of the class in litigation to recover money damages for the Class and I consider the interests
28 of the Class and put the interests of the Class before my own interests.

1 12. I understand that my attorneys will request that the Court award me Service Payment of
2 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Payment is not
3 contingent upon me supporting the proposed Settlement.

4 I have reviewed this written statement and fully understand all of its contents. I declare under
5 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6 Executed on October 30, 2024 at San diego, California.

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