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[additional counsel on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JEFFERSON RODRIGUEZ, individually, and
on behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

v.

STATEWIDE TRAFFIC SAFETY AND
SIGNS, INC., a Delaware corporation now
doing business as AWP SAFETY; TRAFFIC
SOLUTIONS CORPORATION; DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV428021

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Theodore
C. Zayner, Dept. 19]*

Complaint filed:	December 22, 2023
FAC filed:	June 23, 2025
Trial date:	Not set

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date:	April 8, 2026
Time:	1:30 p.m.
Dept.:	19

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1 On September 4, 2025, this Court issued an Order Granting Plaintiffs’ Motion for Preliminary
2 Approval of Class Action Settlement. Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and
3 Jessie Knight (each a “Plaintiff” or “Class Representative” and collectively, the “Plaintiffs” or “Class
4 Representatives”) now seek an order granting final approval of the Class and PAGA Representative
5 Action Settlement and Release Agreement (“Settlement” or “Settlement Agreement”). A true and
6 correct copy of the Settlement Agreement is attached to the Declaration of Alan Wilcox in Support
7 of Plaintiffs’ Motion for Final Approval of Class Action Settlement (“Class Counsel Declaration”)
8 as **Exhibit 1**.

9 Due and adequate notice having been given to the class, and the Court having reviewed and
10 considered the Settlement, Plaintiffs’ Motion for Final Approval of Class Action Settlement, the
11 supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and the
12 absence of any written objections received regarding the Settlement, and having reviewed the record
13 in this action, and good cause appearing therefor,

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

15 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
16 Settlement filed in this case (the “Action”).

17 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Class
18 Members, and Defendants Statewide Traffic Safety and Signs, Inc. and Traffic Solutions Corporation
19 (collectively, “Defendants,” and together with Plaintiffs, the “Parties”).

20 3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and
21 reasonable and therefore meets the requirements for final approval. The Court grants final approval
22 of the Settlement and the Class based upon the terms set forth in the Settlement Agreement.

23 4. The Court finds that the Settlement was made and entered into in good faith and
24 hereby approves the Settlement subject to the Attorneys’ Fees, Attorneys’ Costs, Administrator Fees,
25 and Class Representative Service Awards as set forth below.

26 5. Upon the Effective Date occurring and Defendants fully funding the Settlement as
27 described in the Settlement, all Participating Class Members shall release any and all claims, debts,
28 rights, demands, obligations or liabilities of every nature and description, for damages, premiums,

penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief against the Released Parties, arising during the Class Period and alleged in the operative Complaint, or which could have been alleged based on the facts pled in the operative Complaint, including without limitation claims relating to: (a) any alleged failure by Defendants (1) to pay minimum or straight time wages, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, (6) to timely pay wages during employment or at the end of employment, or (7) to reimburse work-related expenses; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(7) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(7) above, including, without limitation, violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2804, or any other applicable state statute, rule and/or regulation, based on Participating Class Members’ employment with Defendants in California during the Class Period (“Released Class Claims”). “Released Class Claims” includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law or any state or local law or common law, the California Industrial Welfare Commission Wage Orders, and any other applicable regulations.

6. The Class Period means the time period from December 22, 2019 through January 11, 2025.

7. Upon the Effective Date occurring and Defendants fully funding the Settlement as described in the Settlement, the Plaintiffs, on behalf of the State of California and all PAGA Members, shall release all PAGA claims against the Released Parties arising from PAGA Members’ employment with Defendants during the PAGA Period and alleged in Plaintiffs’ letters and amended letters to the LWDA filed on behalf of any named Plaintiffs in this action, including

1 Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jessie Knight, or which could have
2 been alleged based on the facts pled in Plaintiffs' letters or amended letters to the LWDA, including
3 without limitation PAGA claims relating to: (i) the alleged failure to timely pay earned wages; (ii)
4 the alleged failure to pay minimum and straight time wages; (iii) the alleged failure to pay overtime
5 wages; (iv) the alleged failure to provide meal periods; (v) the alleged failure to authorize and
6 permit rest periods; (vi) the alleged failure to timely pay final wages; (vii) the alleged failure to
7 provide accurate itemized wage statements; (viii) the alleged failure to indemnify employee
8 business expenses; (ix) the alleged unfair competition; (x) the alleged failure to provide a day of
9 rest; and (xii) any other PAGA claims premised on the aforementioned allegations.

10 8. The PAGA Period means the time period from October 10, 2022 through January
11 11, 2025.

12 9. The Parties shall bear their own respective attorneys' fees and costs, except as
13 otherwise provided for in the Settlement and approved by the Court.

14 10. Solely for purposes of effectuating the Settlement, the Court finally certifies the
15 following Class: all current or former non-exempt hourly employees employed by Defendants in
16 California at any time during the Class Period (defined above) who did not timely and validly
17 exclude themselves from the Class in compliance with the exclusion procedures set forth in the
18 Settlement (each "Participating Class Member(s)" or collectively the "Class").

19 11. No Participating Class Member has objected to the terms of the Settlement.

20 12. One Class Member has requested exclusion from the Settlement.

21 13. The notice provided to the Class (the "Class Notice"), including the additional notices
22 mailed pursuant to this Court's order of January 20, 2026, conforms with the requirements of
23 California Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under
24 the circumstances, by providing individual notice to all Class Members who could be identified
25 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
26 matters set forth therein to the Class Members. The Class Notice fully satisfies the requirements of
27 due process, and the Settlement Administrator shall conduct address updates, skip tracing, and
28 remailing as required by the Settlement Agreement.

1 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
2 methodology used to calculate and pay each Participating Class Member's Individual Settlement
3 Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Individual
4 Settlement Payments to the Participating Class Members in accordance with the terms of the
5 Settlement.

6 15. Defendants shall pay a total of \$3,250,000.00 (the "Gross Settlement Amount")
7 within the time specified in the Settlement subject to the Effective Date as defined in the Settlement
8 to resolve this litigation, and shall separately pay any and all employer payroll taxes owed on the
9 wage portions of the Individual Settlement Payments (the "Employer Taxes").

10 16. All Individual Settlement Payments shall be allocated, taxed, and reported in the
11 manner set forth in the Settlement Agreement.

12 17. Any disputes related to Individual Settlement calculation shall be resolved by
13 Pheonix Settlement Administrators (the "Settlement Administrator") as set forth in the Settlement
14 Agreement.

15 18. From the Net Settlement Amount, \$250,000.00 shall be allocated as PAGA civil
16 penalties, with 75% of which (\$187,500.00) being paid to the Labor & Workforce Development
17 Agency ("LWDA") and 25% (\$62,500.00) being paid to Class Members who worked for Defendants
18 in California at any time during the PAGA Period (the "PAGA Members").

19 19. From the Gross Settlement Amount, \$10,000.00 shall be paid to each Plaintiff
20 Jefferson Rodriguez, Danielle Andrea Perez, and Jessie Knight (\$30,000.00 total) as the "Class
21 Representative Service Award" for their agreement to release claims and for their service to the Class
22 in bringing the Action and representing the interests of the Class. The Class Representative Service
23 Awards are reasonable in light of the representatives' time, risk, and involvement.

24 20. From the Gross Settlement Amount, \$13,850.00 shall be paid to the Settlement
25 Administrator.

26 21. The Court hereby confirms Benjamin H. Haber, Daniel Kramer, Alan Wilcox, Conor
27 J.D. Gomez, and Lucy Nguyen of Wilshire Law Firm, PLC, and F. Shawn Azizollahi, Tuvia
28

Korobkin, Gary S. Brotman, and Nancy Goodes of Marquee Law Group, A.P.C. as “Class Counsel”.

22. From the Gross Settlement Amount, Class Counsel is awarded \$1,083,333.33 for their reasonable attorneys’ fees (the “Attorneys’ Fees”), as well as \$22,228.01 to Wilshire Law Firm, PLC and \$2,207.08 to Marquee Law Group (\$24,435.09 total) for their reasonable costs (the “Attorneys’ Costs”) incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

23. Unclaimed funds shall be handled as set forth in the Settlement Agreement, including all required remailing and final distribution procedures. Funds payable to a Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with *cy pres* recipient Bay Area Legal Aid.

24. Without affecting the finality of this Order in any way, and in accordance with C.C.P. § 664.6 and California Rule of Court 3.769(h), this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendants’ counsel, and the Administrator.

25. Plaintiffs’ Motion for Final Approval of Class Action Settlement is hereby **GRANTED** and the Court hereby **ENTERS JUDGMENT** in accordance with the terms of this Order.

26. The Court schedules a compliance hearing for _____, 2027 at _____ a.m./p.m.

27. _____

_____.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE:

Hon. Theodore C. Zayner
Santa Clara County Superior Court