

Filed  
September 5, 2025  
Clerk of the Court  
Superior Court of CA  
County of Santa Clara  
23CV428021  
By: afloresca

Tuvia Korobkin (SBN 268066)  
tuvia@marqueelaw.com  
F. Shawn Azizollahi (SBN 268116)  
shawn@marqueelaw.com  
Gary S. Brotman (SBN 287726)  
gary@marqueelaw.com  
Nancy Goodes (SBN 346529)  
nancy@marqueelaw.com  
MARQUEE LAW GROUP, A Professional Corporation  
9100 Wilshire Boulevard, Suite 445 East Tower  
Beverly Hills, California 90212  
Telephone: 310.275.1844  
Fax No.: 310.275.1801

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*Attorneys for Plaintiffs*

**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,

vs.

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

Defendants.

Case No.: 23CV428021

**CLASS ACTION**

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

**~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: August 13, 2025  
Time: 1:30 p.m.  
Dept.: 19

Action Filed: December 22, 2023  
Trial Date: None Set

1           The Motion of Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight  
2 (“Plaintiffs”) for Preliminary Approval of Class Action Settlement (the “Motion”) came on  
3 regularly for hearing before this Court on August 13, 2025 at 1:30 p.m. This Court has considered  
4 the proposed Settlement Agreement (the “Settlement”) between Plaintiffs and Defendants  
5 Statewide Traffic Safety and Signs, Inc. now doing business as AWP Safety and Traffic Solutions  
6 Corporation (“Defendants”) (together with Plaintiffs, the “Parties”) attached as Exhibit 1 to the  
7 Declaration of Tuvia Korobkin filed concurrently with the Motion. The Court has also considered  
8 the Motion, Memorandum of Points and Authorities in support thereof, and supporting  
9 declarations filed therewith.

10           The Court issued a tentative ruling on August 12, 2025, in which the Court indicated that  
11 it would grant preliminary approval contingent on (i) the Parties agreeing in writing on a *cy pres*  
12 recipient to receive uncashed funds and (ii) specific language to be added to the notice of the  
13 Settlement and final approval hearing to be given to the Settlement Class (“Class Notice”). The  
14 Parties have since submitted a written Stipulation to amend Section 51(D) of the Settlement such  
15 that uncashed funds will go to *cy pres* recipient Bay Area Legal Aid, and to make the requested  
16 changes to the Class Notice attached as Exhibit A to the Settlement and to this Order. The Court  
17 approves that Stipulation, and the Parties’ Settlement Agreement is amended as indicated in the  
18 Parties’ Stipulation.

19           In light of the foregoing, and GOOD CAUSE appearing, the Court HEREBY ORDERS  
20 AS FOLLOWS:

21           1.       The Court GRANTS preliminary approval of the class action settlement as set  
22 forth in the Settlement (as amended pursuant to the Parties’ Stipulation) and finds its terms to be  
23 within the range of reasonableness of a settlement that ultimately could be granted approval by  
24 the Court at a Final Approval Hearing. With respect to the Class and for purposes of settlement  
25 only, the Court finds on a preliminary basis that the proposed Settlement Class is ascertainable  
26 and so numerous that joinder of all Class members is impracticable and that there is a sufficiently  
27 well-defined community of interest among the members of the Settlement Class in questions of  
28

1 law and fact. Therefore, for settlement purposes only, the Court grants conditional certification  
2 of the following Settlement Class:

3 All current and former non-exempt hourly employees who worked for Defendants  
4 in California at any time from December 22, 2019 through January 11, 2025 (the  
"Class Period")

5 2. The Settlement is not a concession or admission, and shall not be used against the  
6 Released Parties, as an admission or indication with respect to any claim of any fault or omission  
7 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,  
8 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or  
9 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received  
10 as or deemed to be evidence of a presumption, concession, indication or admission by Defendants  
11 of any liability, fault, wrongdoing, omission, concession or damage in the above-captioned action  
12 ("Action"), or in any other action or proceeding, except for purposes of enforcing the Settlement  
13 once it receives Final Approval.

14 3. For purposes of the Settlement, the Court designates Plaintiffs as Class  
15 Representatives, and the Court designates Marquee Law Group, APC and Wilshire Law Firm,  
16 PLC as Class Counsel.

17 4. The Court hereby preliminarily approves the definitions and dispositions of the  
18 Gross Settlement Amount and the Net Settlement Amount as provided for in the Settlement,  
19 subject to modification at final approval.

20 5. The Court designates Phoenix Settlement Administrators as the third-party  
21 Settlement Administrator for mailing the Class Notice to the Settlement Class using the  
22 procedures set forth in the Settlement and directs the Settlement Administrator to mail the Notice  
23 Packet to the members of the Settlement Class in accordance with the terms of the Settlement.

24 6. The Court preliminary approves Settlement Administration Costs not to exceed  
25 \$20,000.00, to be paid to Phoenix Settlement Administrators, which shall be paid from the Gross  
26 Settlement Amount.

27 7. The Court hereby preliminarily approves the Class Counsel Attorneys' Fees  
28 Award of up to one-third (1/3) of the Gross Settlement Amount; Class Counsels Attorneys' Costs

not to exceed \$50,000.00; Class Representative Service Awards of \$10,000.00 each to Plaintiff Jefferson Rodriguez, Plaintiff Danielle Andrea Perez, and Plaintiff Jesse Knight; and PAGA Penalties in the amount of \$250,000.00, subject to final approval.

8. The Court approves, as to form and content, the Class Notice and Notice of Estimated Settlement Payment attached as Exhibits A and B, respectively, to the Settlement (as amended pursuant to the Stipulation), (the “Notice Packet”), and also attached to this Order as Exhibits A and B.

9. The Court finds that the form of Class Notice to the Settlement Class regarding the pendency of the Action and of the Settlement, and the methods of giving notice to members of the Settlement Class, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of the Settlement Class members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

10. The Court further approves of the procedures to opt out of, or object to, the class portion of the Settlement, as set forth in the Class Notice.

11. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 19 of this Court, located at 161 North First Street, San Jose, California 95113 on **February 11, 2026 at 2:30 p.m.**

12. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs’ application for reasonable attorneys’ fees, reimbursement of litigation expenses, service payments to Plaintiffs, settlement administration costs, and payment to the Labor & Workforce Development Agency (“LWDA”) for penalties under the Labor Code Private Attorneys General Act (“PAGA”) should be granted.

13. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys’ fees, litigation

expenses, Plaintiffs' incentive awards, payment to the LWDA, and settlement administration costs, prior to the Final Approval Hearing according to the schedule set forth below.

14. An implementation schedule is below:

| Event                                                                                            | Date                                                                                                     |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Deadline for Defendants to provide Class Data List to the Settlement Administrator:              | Ten (10) Court days after entry of this Order.                                                           |
| Deadline for Settlement Administrator to mail Notice Packets to Settlement Class members:        | Ten (10) Court days after receiving Class Data List from Defendants.                                     |
| Deadline for Settlement Class members to submit requests for exclusion, objections, or disputes: | Sixty (60) calendar days from the initial mailing of the Notice Packets by the Settlement Administrator. |
| Deadline for Plaintiffs to file Motion for Final Approval:                                       | January 20, 2026                                                                                         |
| Final Approval Hearing:                                                                          | February 11, 2026 at 2:30 p.m.                                                                           |

15. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Class Members. In the event that the Settlement does not receive final approval, or the Effective Date of the Settlement does not occur for any reason, this Order (and the conditional certification herein), the Settlement, and the Settlement Agreement shall be rendered null and void, shall be vacated, and the parties shall be deemed to have reverted to their respective status prior to the execution of the Settlement.

**IT IS SO ORDERED.**

Dated: September 4, 2025

  
Hon. Theodore C. Zayner  
Judge of the Superior Court

**PROOF OF SERVICE**

By: afloresca

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

On August 21, 2025 I served the foregoing document(s) described as:

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on all interested parties in this action by transmitting a true copy of the document(s) described above, addressed as follows:

**SEE ATTACHED SERVICE LIST**

- ( ) **BY MAIL** as follows: I am “readily familiar” with the firm’s practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Beverly Hills, California.
- ( ) **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the above addressee(s).
- ( ) **BY OVERNIGHT COURIER:** I am “readily familiar” with the firm’s practice of collecting and processing overnight deliveries, which includes depositing such packages in a receptacle used exclusively for overnight deliveries. The packages were deposited before the regular pickup time and marked accordingly for delivery the next business day.
- (X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served electronically to the address of the recipient(s) as set forth below. I am readily familiar with the Code of Civil Procedure and California Rules of Court for electronic service and this document/these documents were duly served electronically in accordance with said rules and regulations on the date stated above, and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 21, 2025 at Beverly Hills, California.

  
\_\_\_\_\_  
Yessi Chinchilla

SERVICE LIST:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| LITTLER MENDELSON, P.C.<br>c/o Ryan L. Eddings, Esq.<br>c/o Annureet K. Bezwada, Esq.<br>c/o Aaron M. Bausch, Esq.<br>5200 North Palm Ave. Suite 302<br>Fresno, California 93704.2225<br>Telephone: 559.244.7500<br>Fax No.: 559.244.7525<br>Email: <a href="mailto:reddings@littler.com">reddings@littler.com</a> ,<br><a href="mailto:abezwada@littler.com">abezwada@littler.com</a> ,<br><a href="mailto:abausch@littler.com">abausch@littler.com</a> ,<br><a href="mailto:MGutierrez@littler.com">MGutierrez@littler.com</a> , | <i>Attorneys for Defendant STATEWIDE<br/>TRAFFIC SAFETY AND SIGNS, INC.</i> |
| WILSHIRE LAW FIRM<br>c/o Benjamin H. Haber, Esq.<br>c/o Daniel J. Kramer, Esq.<br>660 S. Figueroa Street, Sky Lobby<br>Los Angeles, CA 90017<br>Telephone: (213) 381-9988<br>Facsimile: (213) 381-9989<br>Email: <a href="mailto:benjamin.haber@wilshirelawfirm.com">benjamin.haber@wilshirelawfirm.com</a> ;<br><a href="mailto:daniel.kramer@wilshirelawfirm.com">daniel.kramer@wilshirelawfirm.com</a> ;                                                                                                                        | <i>Co-counsel for Plaintiffs</i>                                            |