

FILED  
KERN COUNTY SUPERIOR COURT  
11/03/2023  
BY Urena, Veronica  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN**

TRAVONN HALEY, on behalf of himself and  
others similarly situated,

Plaintiff,

v.

JOHASEE REBAR, LP, a Delaware limited  
liability company; and DOES 1 through 50,  
inclusive;

Defendants.

Case No.: BCV-19-101679 [Consolidated with  
Case Nos. BCV-19-100374 and BCV-20-  
100609]

Assigned for All Purposes to:  
Honorable David Zulfa  
Division J

**CLASS ACTION**

**~~PROPOSED~~ ORDER OF FINAL  
APPROVAL AND JUDGMENT**

RAFAEL MARTINEZ, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

v.

LMS REINFORCING STEEL, an unknown  
entity; and DOES 2 through 100, inclusive;

Defendants.

Hearing Date: November 3, 2023  
Hearing Time: 8:30 a.m.  
Hearing Place: Division J

Complaint Filed: November 19, 2018  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Travonn Haley and Rafael  
2 Martinez’s (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees  
3 and Costs, and Class Representative Enhancement Payments, and after considering the papers  
4 submitted in support of the motion, including the Joint Stipulation of Class Action and PAGA  
5 Settlement and Release (“Settlement Agreement,” “Settlement,” or “Agreement”), hereby  
6 FINDS AND ORDERS as follows:

7 Plaintiffs and Defendant LMS Reinforcing Steel (“Defendant”) entered a Settlement  
8 Agreement on or about March 24, 2023 to settle this lawsuit.

9 The Court entered an Order dated June 21, 2023, preliminarily approving the settlement  
10 of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure  
11 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,  
12 scheduling a Final Approval Hearing, and providing Class Members with an opportunity to  
13 object, request exclusion, or submit a Claim Form.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment  
15 (“Order and Judgment”) incorporates the Agreement. Unless otherwise provided, all capitalized  
16 terms in this Order and Judgment shall have the same meaning as set forth in the Agreement.

17 2. Jurisdiction. Because adequate notice was disseminated, and all Class Members  
18 were given the opportunity to request exclusion, the Court has personal jurisdiction over the  
19 Class Members’ claims. The Court has subject matter jurisdiction over this matter, including  
20 jurisdiction to approve the settlement and grant final certification.

21 3. Final Class Certification. The Court finds the Class satisfies all applicable  
22 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due  
23 process. The Court certifies a Class consisting of all current and former hourly, non-exempt  
24 employees of Defendant in the State of California at any time from May 1, 2016 to June 21, 2023  
25 (“Class,” “Class Members,” and “Class Period”). There are two hundred ninety-six (296) Class  
26 Members who submitted timely and valid Claim Forms for participation in the Class Action  
27 Settlement (“Claimants”) who will receive their share of the Net Settlement Amount.

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1           4.    Adequacy of Representation. As Class Counsel (composed of Justice Law  
2 Corporation and David Yeremian & Associates, Inc.) have fully and adequately represented the  
3 Class for purposes of entering and implementing the Settlement and have satisfied the  
4 requirements of Code of Civil Procedure section 382.

5           5.    Notice Packet. The Court finds the Notice of Class Action Settlement and Claim  
6 Form (collectively, the “Notice Packet”) and its distribution to Class Members have been  
7 implemented pursuant to the Settlement Agreement and this Court’s Preliminary Approval  
8 Order. The Court also finds the Notice Packet:

- 9           a.    constitutes notice reasonably calculated, under the circumstances, to apprise Class  
10 Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the  
11 Settlement and their rights under the Settlement; (iii) their right to object to any  
12 aspect of the Settlement; (iv) their right to exclude themselves from the  
13 Settlement; (v) their right to claim a settlement payment by submitting a Claim  
14 Form; (vi) their right to appear at the Final Approval Hearing; and (vii) binding  
15 effect of the orders and judgment, whether favorable or unfavorable, on Class  
16 Members who do not opt out of the Settlement by submitting timely and valid  
17 Requests for Exclusion (“Settlement Class Members”);
- 18           b.    constitutes notice fully satisfying the requirements of Code of Civil Procedure  
19 section 382, Rule of Court 3.769, and due process;
- 20           c.    constitutes notice reasonable, adequate, and sufficient to the Class; and
- 21           d.    constitutes the best practicable notice to Class Members.

22           6.    Final Settlement Approval. The terms and provisions of the Settlement were  
23 entered in good faith and are the product of arm’s-length negotiations by experienced counsel  
24 who have done a meaningful investigation of the claims in the dispute. The Settlement and all its  
25 terms and provisions are fully and finally approved as fair, reasonable, and adequate and in the  
26 best interests of the Parties. The Parties are hereby directed to implement the Settlement  
27 according to its terms and provisions.

28    ///

1           7.    Binding Effect. The terms and provisions of Agreement and this Order and  
2 Judgment are binding on the Settlement Class Members, as well as their heirs, executors and  
3 administrators, successors, and assigns. In addition, those terms shall have res judicata and other  
4 preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by  
5 or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings  
6 involve matters that were or could have been raised in this matter and are encompassed by the  
7 Released Claims and Private Attorneys General Act of 2004 (“PAGA”) Released Claims. The  
8 Agreement will have no binding effect upon, and provide no res judicata preclusion to, Class  
9 Members who opted out.

10           8.    Enforcement of Settlement. Nothing in this Order and Judgment shall preclude  
11 any action to enforce the terms and provisions of the Settlement Agreement.

12           9.    Release of Claims by All Settlement Class Members. Upon the Effective Date  
13 and upon fully funding the Total Settlement Payment, in exchange for the consideration set forth  
14 in the Settlement, Plaintiffs and Settlement Class Members (whether or not they submitted timely  
15 and valid Claim Forms), will be deemed to have and by operation of the Final Approval Order  
16 and Judgment, will expressly have fully, finally, and forever released, settled, compromised,  
17 relinquished, and discharged all of the Released Parties of all Released Claims for any period of  
18 time during the Released Claims Period to the fullest extent permitted by law.

19           a.    PAGA Released Claims Released by All PAGA Aggrieved Employees. Upon the  
20 Effective Date and upon fully funding the Total Settlement Payment, in exchange  
21 for the consideration set forth in the Settlement, Plaintiffs and all PAGA  
22 Aggrieved Employees, regardless of whether or not they have submitted valid and  
23 timely Requests for Exclusion, will be deemed to have and by operation of the  
24 Final Approval Order and Judgment, will expressly have fully, finally, and  
25 forever released, settled, compromised, relinquished, and discharged all of the  
26 Released Parties of all PAGA Released Claims for any period of time during the  
27 Released PAGA Period to the fullest extent permitted by law.

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1           b. General Release by Class Representatives. As a condition of the class action  
2           Settlement, in consideration for the consideration set forth in the Settlement, as of  
3           the Effective Date, Plaintiffs, as the Class Representatives, for themselves and  
4           their heirs, successors, and assigns provide a general release to the Released  
5           Parties. Moreover, as of the Effective Date, Plaintiffs expressly waive and  
6           relinquishes any and all rights or benefits that they may have under the provisions  
7           of section 1542 of the Civil Code.

8           c. Released Parties. The Released Parties include Defendant, and its former,  
9           present, and future parent companies, subsidiaries, and affiliates, and their  
10          current, former and future, direct or indirect, officers, directors, employees,  
11          partners, members, managers, representatives, attorneys, insurers, administrators,  
12          shareholders and agents, and the predecessors and successors, assigns, and legal  
13          representatives of all such entities and individuals, as well as any entities or  
14          individuals with whom Defendant shared a Joint Employer relationship or who  
15          might otherwise be jointly liable with Defendant for any of the Released Claims  
16          or PAGA Released Claims.

17          10. Class Representative Enhancement Payments. The Court finds the Class  
18          Representative Enhancement Payments of \$10,000, to be paid out of the Maximum Settlement  
19          Amount by Defendant to each Plaintiff (totaling \$20,000), to be reasonable and appropriate. The  
20          Class Representative Enhancement Payments are to be paid pursuant to the terms and provisions  
21          of the Settlement Agreement.

22               a. The rationale for making enhancement payments is that the class representatives  
23               should be compensated for the expense and risk incurred in conferring a benefit  
24               on other class members. Such enhancement payments are appropriate if they are  
25               necessary to induce individuals to participate in the suit. Criteria courts may  
26               consider include the: (1) risk in commencing this suit; (2) notoriety and personal  
27               difficulties encountered; (3) amount of time and effort spent; (4) duration of the  
28               litigation; and (5) personal benefit (or lack thereof) enjoyed.

1           b. The Court reviewed Plaintiffs' declarations outlining their involvement in the  
2 case. Given the risks inherent in the services as the class representatives, the  
3 duration of the case and time involved, and the benefits created for the Class, the  
4 Court approves the Class Representative Enhancement Payments of \$10,000 to  
5 each Plaintiff.

6           11. Attorneys' Fees and Costs. The Court finds an award of attorneys' fees of  
7 \$385,000, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel, to  
8 be reasonable and appropriate. The Court also finds an award for attorneys' actual costs of  
9 litigation of \$20,645.77, to be paid out of the Maximum Settlement Amount by Defendant to  
10 Class Counsel, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to  
11 the terms and provisions of the Settlement. Defendant shall not be required to pay for any other  
12 attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel  
13 representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any  
14 other attorneys' fees, costs, or disbursements incurred by Plaintiffs or Class Members in  
15 connection with or related to this matter, Settlement, administration of the Settlement, and/or  
16 Released Claims and PAGA Released Claims.

17           a. The Court has an independent right and responsibility to review the requested  
18 attorneys' fees and only award so much as it determines reasonable. (See  
19 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,  
20 127-28.) The attorneys' fees by Class Counsel of \$385,000 is thirty-five percent  
21 (35%) of the common fund created for the benefit of the Class Members and is  
22 supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*  
23 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved  
24 for the Class, financial risk undertaken, novel and difficult nature of this  
25 litigation, skill required to deal with these issues, percentage fees award in other  
26 cases, and contingent fees charged in private marketplace, the Court finds the  
27 request for the attorneys' fees is consistent with the legal marketplace, is  
28 reasonable, and is approved.

1           b. The Court reviewed Class Counsel’s declarations regarding the costs expended in  
2           the prosecution of this case. Under the terms of the Settlement, Class Counsel  
3           may seek reimbursement of up to \$50,000 in litigation costs. The Court finds  
4           Class Counsel collectively expended \$20,645.77 in litigation costs and that such  
5           costs were reasonable. The Court approves the payment of attorneys’ costs of  
6           \$20,645.77 for the reimbursement of the costs and expenses collectively incurred  
7           by Class Counsel.

8           12. Claims Administration Costs. The Court finds the Claims Administration Costs  
9           of \$15,000, to be paid out of the Maximum Settlement Amount by Defendant to the Claims  
10          Administrator, to be reasonable and appropriate.<sup>1</sup> The Claims Administration Costs are to be  
11          paid pursuant to terms and provisions set forth in the Settlement Agreement.

12           a. The Court reviewed the declaration of Chantal Soto-Najera from CPT Group,  
13           Inc., the Court-approved Claims Administrator. The Court finds notice was  
14           provided to the Class pursuant to the Preliminary Approval Order, constitutes the  
15           best practicable notice to the Class, and satisfied due process. Thus, the Court  
16           approves the payment of the Claims Administration Costs of \$15,000 to the  
17           Claims Administrator for its services in administering the Settlement.

18           13. PAGA Payment. The Court finds the PAGA Payment of \$50,000, seventy-five  
19          percent (75%) of which (\$37,500) will be paid out of the Maximum Settlement Amount by  
20          Defendant to the California Labor and Workforce Development Agency and twenty-five percent  
21          (25%) of which (\$12,500) will be distributed, pro rata, based on weeks worked to all PAGA  
22          Aggrieved Employees, to be reasonable and appropriate. The PAGA Payment is to be paid  
23          pursuant to the terms of the Settlement Agreement.

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26          <sup>1</sup> The Claims Administration Costs of \$15,000 exceeded the originally estimated Claims  
27          Administration Costs of \$14,000 set forth in the Settlement Agreement. In paragraph 69 of  
28          the Settlement Agreement, the Parties acknowledged the Claims Administration Costs may  
        increase above the estimate of \$14,000 and that any such additional Claims Administration  
        Costs will be taken out of the Maximum Settlement Amount. Thus, the Parties are requesting  
        the Court grant the Claims Administration Costs of \$15,000.

1           14.   Funding of the Settlement. Within ten (10) calendar days after the Effective Date,  
2 the Claims Administrator will provide the Parties with an accounting of the Total Settlement  
3 Payment and employer portion of payroll taxes to be paid by Defendant pursuant to the terms of  
4 the Settlement. Within twenty (20) calendar days of the Effective Date, Defendant will deposit  
5 the Total Settlement Payment and employer-side payroll taxes, as determined by the Claims  
6 Administrator, into a Qualified Settlement Fund account to be established by the Claims  
7 Administrator. Within twenty (20) days of the Claims Administrator's receipt of the Total  
8 Settlement Payment, the Claims Administrator will disburse the settlement payments.

9           15.   Fairness of the Settlement. As noted in the Preliminary Approval Order, the  
10 Settlement is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend the  
11 proposed Settlement was the product of arm's-length negotiations following litigation, discovery,  
12 and exchange of documentation. The negotiations were facilitated with the help of mediator  
13 David Phillips, an experienced and well-respected mediator.

14           a. With respect to the fairness of the Settlement, there were no Notices of Objection  
15 to and only one (1) Request for Exclusion from the Settlement.

16           b. With respect to the benefit to the Class, the gross *average* Individual Settlement  
17 Payment is about \$1,025.85, and the gross *highest* Individual Settlement Share is  
18 around \$5,121.29 under the proposed allocation.

19           16.   Uncashed Settlement Checks. Any checks issued by the Claims Administrator to  
20 Claimants and PAGA Aggrieved Employees will be negotiable for at least one hundred eighty  
21 (180) calendar days. Uncashed settlement checks will be paid to the *cy pres* recipient Chrysalis, a  
22 nonprofit organization Changing Lives Through Jobs.

23           17.   Modification of Settlement Agreement. The Settlement Class Members are  
24 hereby authorized to agree to and adopt amendments to or modifications of the Settlement by a  
25 written instrument signed by the named Parties and counsel for all Parties or their successors-in-  
26 interest. Such amendments or modifications shall be consistent with this Order and Judgment and  
27 cannot limit the rights of Settlement Class Members under the Settlement.

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1           18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and  
2 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,  
3 effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any  
4 other necessary purpose, including, without limitation:

- 5           a. enforcing the terms and provisions of the Agreement and resolving any disputes,  
6           claims, or causes of action in this matter that, in whole or in part, are related to or  
7           arise out of the Agreement or this Order and Judgment;
- 8           b. entering such additional orders as may be necessary or appropriate to protect or  
9           effectuate this Order and Judgment approving the Agreement, and permanently  
10          enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure  
11          the fair and orderly administration of the Agreement; and
- 12          c. entering any other necessary or appropriate orders to protect and effectuate this  
13          Court's retention of continuing jurisdiction.

14           The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,  
15 and Class Representative Enhancement Payments is GRANTED. The Claims Administrator is  
16 directed to carry out the terms of the Settlement Agreement forthwith.

17           THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF  
18 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT  
19 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS  
20 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE  
21 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING  
22 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND  
23 THE JUDGMENT THEREON.

**Final Compliance Hearing: October 3, 2024, 8:30, Div. J**  
**Administrator Declaration Due: September 23, 2024**

24           IT IS SO ORDERED.

25  
26 DATED: Signed: 11/3/2023 02:14 PM \_\_\_\_\_

  
\_\_\_\_\_  
HONORABLE DAVID ZULFA  
SUPERIOR COURT JUDGE