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FILED  
KERN COUNTY SUPERIOR COURT  
06/21/2023  
BY Urena, Veronica  
DEPUTY

*Attorney for Plaintiff Rafael Martinez*

[Additional Counsel on the Following Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN**

TRAVONN HALEY, individually, and on  
behalf of aggrieved employees pursuant to the  
Private Attorneys General Act (“PAGA”),

Plaintiff,

v.

JOHASEE REBAR, LP, a Delaware limited  
partnership; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: BCV-19-101679-DZ consolidated  
with BCV-19-100374 and BCV-20-100609

Assigned for All Purposes to:  
Honorable David Zulfa  
Division J

**CLASS ACTION**

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

Hearing Date: June 21, 2023  
Hearing Time: 8:30 a.m.  
Hearing Place: Division J

Complaint Filed: November 19, 2018  
FAC Filed: September 17, 2019  
Trial Date: None Set

AND ALL CONSOLIDATED CASES

1 DAVID YEREMIAN (SBN 226337)  
2 ROMAN SHKODNIK (SBN 285152)  
3 **DAVID YEREMIAN & ASSOCIATES, INC.**  
4 2540 Foothill Blvd., Suite 201  
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8 *Attorney for Plaintiff Travonn Haley*

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1 A preliminary approval hearing was held before this Court on June 21, 2023 at 8:30 a.m.  
2 in Division J, for the purpose of determining, among other things, whether the proposed  
3 Settlement was within the range of possible approval and whether notice to the Class of its terms  
4 and conditions, and the scheduling of a Final Approval/Settlement Fairness Hearing, will be  
5 worthwhile. Appearing at the hearing were Klein, Denatale, Goldner, Cooper, Rosenlieb &  
6 Kimball, LLP on behalf of Defendant LMS Reinforcing Steel (“Defendant”); Justice Law  
7 Corporation and David Yeremian & Associates, Inc. on behalf of Plaintiff Rafael Martinez  
8 (“Martinez”), Plaintiff Travonn Haley (“Haley”) (together, “Plaintiffs”), and the Class Members.

9 Having reviewed the papers and documents presented, heard the statements of counsel,  
10 having considered the matter, and making findings and rulings at the hearing,

11 **IT IS HEREBY ORDERED:**

12 1. The Court hereby GRANTS preliminary approval of the terms and conditions  
13 contained in the Joint Stipulation of Class Action and PAGA Settlement and Release  
14 (“Settlement Agreement,” “Settlement,” or “Agreement”). The Court preliminarily finds that the  
15 terms of the Settlement Agreement appear to be within the range of possible approval, pursuant  
16 to the provisions of section 382 of the California Code of Civil Procedure.

17 2. It appears to the Court on a preliminary basis that: (1) the Settlement amount is  
18 fair and reasonable to the Class Members when balanced against the probable outcome of further  
19 litigation relating to class certification, liability, and damages issues and potential appeals; (2)  
20 significant formal and informal discovery, investigation, research, and litigation have been  
21 conducted such that counsel for the Parties at this time are able to reasonably evaluate their  
22 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that  
23 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement  
24 has been reached as the result of intensive, serious, and non-collusive negotiations between the  
25 Parties. Thus, the Court preliminarily finds that the Settlement was entered into in good faith.

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1           3.       The Court hereby GRANTS conditional certification of the Class, in accordance  
2 with the Settlement, for the purposes of this settlement only. The Class is defined as “all current  
3 and former hourly, non-exempt employees of Defendant in the State of California at any time  
4 from May 1, 2016 to the date of Preliminary Approval” (“Class” and “Class Period”).

5           4.       The Court hereby authorizes the retention of CPT Group, Inc. (“CPT”) as Claims  
6 Administrator for the purpose of this Settlement.

7           5.       The Court hereby conditionally finds that Douglas Han and Shunt Tatavos-  
8 Gharajeh of Justice Law Corporation, as well as David Yeremian and Roman Shkodnik of David  
9 Yeremian & Associates, Inc., may act as counsel for the Class, and that Plaintiff may  
10 conditionally act as the representatives for the Class.

11          6.       The Court hereby APPROVES the Notice of Class Action Settlement, attached  
12 hereto as “**EXHIBIT A.**” The Court finds that the Notice of Class Action Settlement along with  
13 the related notification materials constitute the best notice practicable under the circumstances  
14 and are in full compliance with the laws of the State of California, to the extent applicable, the  
15 United States Constitution, and the requirements of due process, as well as California Rule of  
16 Court 3.766. The Court further finds that the Notice of Class Action Settlement appears to  
17 inform the Class Members of all material elements of the proposed Settlement fully and  
18 accurately, of each Class Member’s right to be excluded from the Class, and of each Class  
19 Member’s right and opportunity to object to the Settlement. Thus, the Court finds that the notice  
20 requirements of California Rule of Court, rule 3.769, subs. (c) and (f) are satisfied, and that the  
21 Notice of Class Action Settlement that will be provided adequately advises Class Members of  
22 their rights under the Settlement.

23          7.       Within twenty (20) business days of Preliminary Approval, Defendant will  
24 provide the Class List(s) to the Claims Administrator. The Class List will be formatted in a  
25 readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (a) full  
26 name; (b) most recent mailing address and telephone number; (c) Social Security Number; (d)  
27 dates of employment as hourly-paid or non-exempt employee in California; and (e) other  
28 relevant information needed to calculate settlement payments (“Class List”).

1           8.       Within fifteen (15) calendar days of receipt of the Class List(s), the Claims  
2 Administrator will perform a search based on the National Change of Address Database  
3 (“NCOA”), or any other similar services available, and mail a Notice of Class Action Settlement  
4 and Claim Form (collectively, known as the “Notice Packet”) to all Class Members via regular  
5 First-Class U.S. Mail, using the most current, known mailing addresses available.

6           9.       The Court hereby APPROVES the proposed Claim Form for use in administering  
7 the Settlement, attached hereto as “**EXHIBIT B.**” Claim Forms must be mailed to Class  
8 Members along with the Notice of Class Action Settlement. To receive an Individual Settlement  
9 Payment, a Class Member must submit a timely Claim Form within forty-five (45) calendar days  
10 from the initial mailing of the Notice Packet by the Claims Administrator (“Response  
11 Deadline”). All Claim Forms must be signed and returned to the Claims Administrator via first  
12 class mail or fax and postmarked or faxed by the Response Deadline. The date of the postmark  
13 on the return mailing envelope will be the exclusive means to determine whether a Claim Form  
14 has been timely submitted.

15           10.      The Court hereby APPROVES the proposed procedure for requesting exclusion  
16 from the Settlement. Any Class Member wishing to opt-out from the Settlement must sign and  
17 postmark a written Request for Exclusion to the Claims Administrator within the Response  
18 Deadline. The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the  
19 name, address, telephone number, and the last four digits of the Social Security Number of the  
20 Class Member requesting exclusion; (c) clearly state the name of this case, the case number, and  
21 that the Class Member does not wish to be included in the settlement; (d) be returned by mail to  
22 the Claims Administrator at the specified address and/or facsimile number; and (e) be  
23 postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
24 envelope will be the exclusive means to determine whether a Request for Exclusion has been  
25 timely submitted. A Class Member who does not request exclusion from the settlement  
26 (“Settlement Class Member”) will be bound by all terms of the settlement if the settlement is  
27 granted final approval by the Court.

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1 11. Counsel for the Parties are authorized to correct any typographical errors in the  
2 Notice Packet and make clarifications, to the extent the same are found or needed, so long as  
3 such corrections do not materially alter the substance of the documents.

4 12. The Court further ORDERS that a Final Approval/Settlement Fairness Hearing  
5 shall be conducted to determine final approval of the Settlement along with the amount properly  
6 payable for: (i) the Attorneys' Fees and Costs; (ii) the Class Representative Enhancement  
7 Payments; (iii) the Claims Administration Costs; and (iv) the Private Attorneys General Act of  
8 2004 ("PAGA") Payment to the California Labor and Workforce Development Agency  
9 ("LWDA") and PAGA Aggrieved Employees. The Final Approval/Settlement Fairness Hearing  
10 shall not be held earlier than thirty (30) calendar days after the Response Deadline, and it is  
11 therefore set to be heard on November 3, 2023 at 8:30 a.m. in Division J of the Kern  
12 County Superior Court; Justice Law Corporation shall file the moving papers and appropriate  
13 declarations and supporting evidence by October 10, 2023.

14 13. The Court further ORDERS that each Class Member who submits a timely  
15 objection shall have a right to appear at the Final Approval/Settlement Fairness Hearing to have  
16 their objections heard by the Court. To object to the Settlement, a Class Member must file a valid  
17 Notice of Objection with the Court and serve copies of the Notice of Objection on the Parties  
18 before the Response Deadline. For the Notice of Objection to be valid, it must include: (a) the  
19 objector's full name, signature, address, and telephone number, (b) a written statement of all  
20 grounds for the objection accompanied by any legal support for such objection, (c) a clear  
21 reference to the title of this case and case number, and (d) copies of any papers, briefs, or other  
22 documents upon which the objection is based. The postmark date of the filing and service will be  
23 deemed the exclusive means for determining that the Notice of Objection is timely. Class  
24 Members who fail to object in the specific and technical manner specified will be deemed to  
25 have waived all objections to the Settlement and will be foreclosed from making any objections  
26 and seeking any adjudication or review, whether by appeal or otherwise, to the Settlement.

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1           14.    The Court further ORDERS that, pending further order of this Court, all  
2 proceedings in this Action, except those contemplated herein and in the Settlement, are stayed.

3           15.    The Court further ORDERS that to facilitate administration of this Settlement, all  
4 Class Members, including Plaintiffs, are hereby enjoined from filing or prosecuting any claims,  
5 cases, suits, or administrative proceedings (including filing or pursuing claims with the  
6 California Division of Labor Standards Enforcement) regarding claims released by the  
7 Settlement (“Released Claims”), unless and until such Class Members have filed valid and  
8 timely written Requests for Exclusion with the Claims Administrator and the time for submitting  
9 claims to the Claims Administrator has elapsed.

10          16.    Upon the Effective Date, in exchange for the consideration set forth in the  
11 Settlement, Plaintiff and all Settlement Class Members will be deemed to have, and by operation  
12 of the Final Approval Order and Judgment, will expressly have fully, finally, and forever  
13 released, settled, compromised, relinquished, and discharged Defendant, and its former, present  
14 and/or future parent companies, subsidiaries, and affiliates, and their current, former and/or  
15 future, direct and/or indirect, officers, directors, employees, partners, members, managers,  
16 representatives, attorneys, insurers, administrators, shareholders and agents, and the predecessors  
17 and successors, assigns, and legal representatives of all such entities and individuals, as well as  
18 any entities with whom Defendant shared a Joint Employer relationship (“Released Parties”) of  
19 all Released Claims (as defined in the Settlement Agreement) for any period of time during the  
20 period from May 1, 2016, to the date of Preliminary Approval (“Released Claims Period”) to the  
21 fullest extent permitted by law.

22          17.    If for any reason the Court does not execute and file a Final Approval Order, the  
23 proposed settlement subject to this Order and all evidence and proceedings had in connection  
24 with the settlement shall be null and void. Further, this Order shall be vacated, and the Parties  
25 shall revert to their respective positions as of before entering the Settlement.

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1           18.    The Court reserves the right to adjourn or continue the date of the Final  
2 Approval/Settlement Fairness Hearing and all dates provided for in the Settlement without  
3 further notice to Class Members, and retains jurisdiction to consider all further applications  
4 arising out of or connected with the proposed Settlement.

5           **IT IS SO ORDERED.**

6  
7 Dated: June 21, 2023



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Honorable David Zulfa  
Judge of the Superior Court  
County of Kern



# **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

*Travonn Haley, et al. v. Johasee Rebar, LP*  
Kern County Superior Court Case No. BCV-19-101679  
(Complaint Filed November 19, 2018)

*You are not being sued. This notice affects your rights. Please read it carefully*

To: All current and former hourly, non-exempt employees of Defendant LMS Reinforcing Steel USA, LP (formerly known as Johasee Rebar, LP) within the State of California at any time during the period from May 1, 2016 to [Insert Date].

You are receiving this Notice of Class Action Settlement because you have been identified as a person who has worked or who currently works as an hourly, non-exempt employee of LMS Reinforcing Steel USA, LP (“Defendant”) in the State of California at any time during the period from May 1, 2016 to [Insert Date] (“Class Period”).

A settlement has been reached in the case entitled *Haley v. Johasee Rebar, LP*, Case No BCV-19-101679, which is pending in the Superior Court for the State of California, County of Kern (“Court”) and has been consolidated for all purposes with the case entitled *Martinez v. LMS Reinforcing Steel USA, LP*, Case No. BCV-19-100374 and BVC-20-100609 (collectively, the “Action” or “Lawsuit”), on behalf of a proposed Class, defined as: All individuals who are or were employed by Defendant in the State of California in a hourly, non-exempt position at any time during the Class Period (“Class” or “Class Member(s)”). On \_\_\_\_\_, 2023, the Honorable J. Eric Bradshaw of the Superior Court of the State of California for the County of Kern granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS AND REQUIREMENTS TO OBTAIN PAYMENT UNDER THE SETTLEMENT.**

### **The amount of your estimated payment is listed on the enclosed Claim Form**

To receive your payment, you must mail a Claim Form to the Claims Administrator by not later than \_\_\_\_\_, 2023. If you fail to postmark or fax a Claim Form by \_\_\_\_\_, 2023, you will not receive a payment from the settlement, but you will be bound by its terms, including the release of certain claims against Defendant. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on \_\_\_\_\_, 2023 in Division J of the Kern County Superior Court located at 1215 Truxtun Avenue, Bakersfield, California 93301. You are not required to attend the Hearing, but you are welcome to do so.

### **Summary of the Litigation**

On November 19, 2018, Plaintiff Haley filed a Class Action Complaint against Defendant in the Superior Court of California, County of Riverside, entitled *Travonn Haley, on behalf himself and others similarly situated, v. Johasee Rebar, LP, a Delaware limited liability company; DOES 1 through 50, inclusive*. Plaintiff Haley’s Class Action Complaint alleged violation of: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Reimburse Necessary Business Expenditures Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Penalties Pursuant to Labor Code § 203; and (9) Violation of Business & Professions Code § 17200 *et seq.* On January 22, 2019, Plaintiff Haley filed his First Amended Class Action Complaint to add a cause of action seeking Penalties under the Private Attorney General Act (PAGA), Labor Code § 2699, *et seq.* On March 18, 2019, Defendant filed its Answer to Plaintiff Haley’s First Amended Complaint.

On February 8, 2019, Plaintiff Martinez also filed a Class Action Complaint against Defendant in the Superior Court of California, County of Kern, entitled *Rafael Martinez, individually, and on behalf of other members of the general public similarly situated, v. LMS Reinforcing Steel, an unknown entity; and DOES 1 through 100, inclusive*, Case No. BCV-19-100374. Plaintiff Martinez’s Class Action Complaint alleged violation of: (1) Unpaid Overtime under Labor Code § 510 and 1198; (2) Unpaid Meal Period Premiums Under Labor Code §§ 226.7 and 512(a); (3) Unpaid Rest Period Premiums Under Labor Code § 226.7; (4) Unpaid Minimum Wages Under Labor Code §§ 1194, 1197, 1197.1; (5) Final Wages Not Timely Paid Under Labor Code §§ 201 and 202; (6) Non-Compliant Wage Statements Under Labor Code §§ 226(a); (7) Violation of Labor Code §§ 2800 and 2802; and (8) Violation of Business & Professions Code § 17200 et seq. On April 11, 2019, Defendant filed its Answer to Plaintiff Martinez’s Class Action Complaint.

On March 2, 2020, Plaintiff Martinez filed a Complaint for Civil Penalties for Violation of Labor Code § 2698, et seq. (Private Attorneys General Act of 2004) in Kern County Superior Court, entitled *Rafael Martinez, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (PAGA) v. LMS Reinforcing Steel USA, LP f/k/a Johasee Rebar, LP, a Delaware limited partnership; and DOES 1 through 100, inclusive*. On April 29, 2020, Defendant filed its Answer to Plaintiff Martinez’s PAGA Complaint.

The Court has not decided in favor of Plaintiff Haley, Plaintiff Martinez, or Defendant. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit (the “Settlement”), so as to avoid the costs of a trial and allow the Class Members to receive compensation from the Settlement. Plaintiffs and Class Counsel think that the Settlement is best for the Class.

On April 21, 2022, the Parties participated in mediation before David Phillips, Esq. (the “Mediator”), a respected mediator of wage and hour class actions. After a full day of negotiations, the Parties were unable to reach a settlement. However, after continued negotiations between the Parties following mediation, the Parties eventually agreed to settle on January 27, 2023.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the Class, Justice Law Corporation, and David Yermian & Associates, Inc. (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendant has vehemently denied and continues to deny the factual and legal allegations in Plaintiffs’ case and believes that the claims have no merit and that it has complied with the law at all times. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Instead, Defendant has agreed to settle the case solely for economic efficiency.

### **Summary of Settlement Terms**

Plaintiffs and Defendant have agreed to settle the underlying class and PAGA claims in exchange for the Maximum Settlement Amount of up to \$1,100,000. This amount is inclusive of: (1) Individual Settlement Payments to all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement (“Claimants”); (2) Class Representative Enhancement Payments in the amount of \$10,000 to each Plaintiff; (3) Claims Administration Costs currently estimated at \$14,000; (4) \$385,000 in attorneys’ fees and up to \$50,000 in litigation costs and expenses to Class Counsel; (5) \$50,000 in PAGA Payment (civil penalties) to be divided seventy-five percent (75%) to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) to PAGA Aggrieved Employees.

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

After deducting the Class Representative Enhancement Payments, Claims Administration Costs, the PAGA Payment, and Attorneys' Fees and Costs, a total of approximately \$581,000 will be available to Claimants ("Net Settlement Amount").

The Class Administrator will make settlement payments to each Claimant. All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of Workweeks each Class Member worked during the relevant Class Period. "Workweeks" means the number of weeks of employment that a Class Member worked for Defendant as an hourly, non-exempt employee in California at any time during the Class Period.

If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount.

IRS Forms W-2 and 1099 will be distributed to Claimants and the appropriate taxing authorities reflecting the payments they receive under the settlement. Claimants should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, twenty percent (20%) of each Class Member's Individual Settlement Payment will be treated as wages and eighty percent (80%) as interest and penalties.

### **PAGA Aggrieved Employees and PAGA Payment**

Under the terms of the Settlement, \$50,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Thirty-five thousand five hundred dollars (\$37,500) will be sent to the LWDA. The PAGA Aggrieved Employees will share twelve thousand five hundred dollars (\$12,500) that will be based on the number of weeks they worked during the period from November 19, 2017, to [Insert Date].

You are a "PAGA Aggrieved Employee" eligible to share the PAGA Payment under the settlement if you are a current or former employee who worked for Defendant in a non-exempt position in the State of California at any time during the period from November 19, 2017, to [Insert Date] ("PAGA Period").

The Claims Administrator will calculate the total number of Workweeks worked by each individual PAGA Aggrieved Employee to determine the total number of Workweeks worked by all PAGA Aggrieved Employees ("Total PAGA Workweeks") between November 19, 2017, and [Insert Date]. The Claims Administrator will use the following formula to determine each PAGA Aggrieved Employee's estimated PAGA Payment: Estimated individual PAGA Payment = (\$12,500 ÷ Total PAGA Workweeks) x individual Workweeks for each individual PAGA Aggrieved Employee. The portion of the PAGA Payment paid to PAGA Aggrieved Employees shall be designated as one hundred percent (100%) penalties, for which an IRS Form 1099 will issue.

Based on your total number of pay periods within the PAGA Period, your portion of the PAGA Payment is \$ \_\_\_\_\_. You are responsible for paying any federal, state, or local taxes owed because of this PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives Final Approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above. As a result, you will be releasing the PAGA Released Claims which means civil penalties under PAGA related to any of the claims asserted by Plaintiffs in the Action or that could be asserted in connection with any of the Released Claims, as defined below, including but not limited to any civil penalties under PAGA for violation of 200, 201, 202, 203, 204, 210, 218.5, 221, 222, 224, 225.5, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.3, 248.5, 510, 512, 551, 552,

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1770, 1773.1, 1774, 1775, 2800, 2802, 2810.3, or 2810.5

If you were not an employee who worked for Defendant in a non-exempt position in the State of California within the PAGA Period of November 19, 2017, and [Insert Date], you are not a PAGA Aggrieved Employee, and this Section does not apply to you.

### **Your Options Under the Settlement**

***Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.***

#### **Option 1 – Submit a Claim Form to Be Eligible for Payment**

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail it or fax it to the Claims Administrator postmarked no later than \_\_\_\_\_, 2023.

#### **Option 2 – Opt Out of the Settlement**

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written Request for Exclusion must: (a) be signed by you; (b) set forth your name, address, telephone number, and last four digits of your Social Security Number; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the Settlement; (d) be returned to the Claims Administrator by mail at the specified address or facsimile number; and (e) be postmarked on or before the Response Deadline. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail, or equivalent, to the address below.

Claims Administrator  
c/o \_\_\_\_\_  
\_\_\_\_\_

The written request to be excluded must be postmarked not later than \_\_\_\_\_, 2023. If you submit a Request for Exclusion which is not postmarked by \_\_\_\_\_, 2023, your Request for Exclusion will be rejected, and you will be included in the settlement class.

#### **Option 3 – File an Objection with the Court**

If you wish to object to the settlement because you find it unfair or unreasonable, you may file with the Court an objection stating why you object to the settlement. For the objection to be valid, it must include: (a) your full name, signature, address, and telephone number; (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) a clear reference to the title of this case and case number; and (d) copies of any papers, briefs, or other documents upon which the objection is based. Further, if you intend to appear at the Final Approval Hearing, either in person or through counsel, you must include notice of that fact and state the purpose for your appearance in your objection. The objection must be filed with the Court and served on the attorneys listed below:

Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.

Vanessa Franco Chavez, Esq.  
**KLEIN, DENATALE, GOIDNER,**

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

**JUSTICE LAW CORPORATION**  
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**Class Counsel**

David Yeremian, Esq.  
Roman Shkodnik, Esq.  
**DAVID YEREMIAN & ASSOCIATES, INC.**  
2540 Foothill Blvd., Suite 201  
La Crescenta, California 91214  
Telephone (818) 230-8380

**Class Counsel**

**COOPER, ROSENLIB & KIMBALL, LLP**  
10000 Stockdale Highway, Suite 200  
Bakersfield, California 93311  
Telephone (661) 395-1000

**Counsel for LMS Reinforcing Steel USA, LP**

All objections must be filed with the Court not later than \_\_\_\_\_, 2023. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described in Option 2 above. Please note that you cannot both object to the settlement and exclude yourself.

You may also, if you wish, appear at the Final Approval Hearing set for \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in the Kern County Superior Court and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

**Option 4 – Do Nothing**

You may also do nothing in response to this notice. However, if you choose to do nothing, and if the Court grants final approval of the settlement, you will be deemed to have released the Released Claims even though you will not receive money from the settlement. If you want to obtain payment under the Settlement, you must submit a valid Claim Form by following Option 1. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following Option 2.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. If you choose **Option 4**, you will receive nothing, except your proportional share of the PAGA Payment. In addition, under both **Options 1** and **4** (or **3** if the Court approved the Settlement), you will be deemed to have released or waived the following claims:

The claims released by the Class Members (“Released Claims”) include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to pay wages for hours worked, including, but not limited to, claims for failure to pay minimum wage, straight time, overtime at the appropriate regular rate or for all overtime periods worked, claims for failure to pay off-the-clock work, improper rounding, prevailing wage and overtime at the prevailing wage rate on public works jobs, travel time, and all other potential wages; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments for missed, short, or late meal and/or rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods worked and not taken; (c) claims for failure to reimburse business expenses, including for personal cell phone, uniforms, protective footwear, travel, vehicle maintenance, fuel, work boots, safety

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

equipment, lodging, subsistence, tools, materials, and any other work-related expenses; (d) failure to keep complete or accurate payroll records; (e) waiting time penalties for untimely pay during employment and untimely final pay; (f) claims for failure to annualize benefit payments made for public works jobs across all jobs worked; (g) claims for unauthorized or otherwise improper deductions from wages; (h) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”); (i) all other statutory penalties, including those recoverable under the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*, California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code, including but not limited to Labor Code Section 2698 *et seq.* or any applicable California Industrial Welfare Commission Wage Orders, in all their iterations; (j) all claims that were alleged in the Action or that could have been brought based on the facts alleged in the Action, including but not limited to, claims and theories arising under Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 221, 222, 224, 225.5, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.3, 248.5, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1770, 1773.1, 1774, 1775, 2800, 2802, 2810.3, 2810.5, 2698, and 2699, applicable California Wage Order(s), and Business & Professions Code 17200 *et seq.*

If you choose **Option 2**, you will no longer be a Class Member and will: (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims; (2) be barred from filing an objection to the settlement; and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to the money from the settlement, but only if you complete your Claim Form and postmark it by \_\_\_\_\_, 2023. Otherwise, if the Court overrules your objection, you will be deemed to have released the Released Claims.

### **Additional Information**

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact Class Counsel listed above or the Claims Administrator at toll free at 1-[telephone]. Please refer to the LMS Reinforcing Steel USA, LP class action settlement when contacting Class Counsel or the Claims Administrator.

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreements, and other papers filed in the case. Copies of these documents may be obtained at the Kern County Superior Court Office of the Clerk located at 1415 Truxtun Avenue, Bakersfield, California 93301.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT; OR THE JUDGE WITH INQUIRIES.

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

# **EXHIBIT B**



**CLAIM FORM**  
**Return This Form To Receive Your Individual Settlement Payment**

*Travonn Haley, et al. v. Johasee Rebar, LP*  
Kern County Superior Court Case No. BCV-19-101679, consolidated with BCV-19-100374 and BVC-20-100609  
**MAIL OR FAX TO:**  
c/o Claims Administrator  
[Address]  
Fax: (\*\*\*) \*\*\*-\*\*\*\*

To obtain payment under the Settlement, your Claim Form must be completed and received by fax or postmarked on or before [REDACTED] (“Response Deadline”), or it will be rejected.

**IF YOU MISS THE RESPONSE DEADLINE, YOU WILL NOT RECEIVE ANY MONEY UNDER THE SETTLEMENT.**

You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, you are responsible for informing the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

You can update your address by filling out the below or contacting the Claims Administrator at any time at XXX.

||||| Claim #  
First Name, Last Name  
c/o  
Address1 Address2  
City, State, Zip, Country

Name/Address Changes (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) \_\_\_\_\_  
Area Code Home Telephone Number

( ) \_\_\_\_\_  
Area Code Alternate Telephone Number

**Calculation of Individual Settlement Payments:** Each Claimant’s share of the settlement is based upon the number of Workweeks he or she worked for LMS Reinforcing Steel USA, LP (“Defendant”) during the period from May 1, 2016, to [Insert Date] (“Class Period”). “Workweeks” means the number of weeks of employment that a Class Member worked for Defendant as an hourly, non-exempt employee in California at any time during the Class Period.

According to Defendant’s records, you worked for Defendant as an hourly, non-exempt employee in the State of California during the Class Period for a total of [NUMBER] Workweeks.

Based on the preceding information, your estimated Individual Settlement Payment is [AMOUNT]. Your final actual share may vary depending on various factors, including the number of Class Members who submit a valid and timely Claim Form. This estimated amount is calculated based on the Net Settlement Amount as described in the Notice, and after all estimated payroll withholdings (including employer share of payroll taxes).

**CLAIM FORM**  
**Return This Form To Receive Your Individual Settlement Payment**

If you disagree with the numbers stated above, please explain why you believe the records described above are mistaken, and attach all supporting documentation (Please Note: Failure to provide documentation may result in rejection.):


If you dispute the numbers stated above, the records described above will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Defendant’s information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties. Such a determination by the Parties will be final and binding with no opportunity for further appeal.

Your signature below constitutes a full release, waiver, and discharge of the following claims (“Released Claims”):

The claims released by the Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to pay wages for hours worked, including, but not limited to, claims for failure to pay minimum wage, straight time, overtime at the appropriate regular rate or for all overtime periods worked, claims for failure to pay off-the-clock work, improper rounding, prevailing wage and overtime at the prevailing wage rate on public works jobs, travel time, and all other potential wages; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments for missed, short, or late meal and/or rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods worked and not taken; (c) claims for failure to reimburse business expenses, including for personal cell phone, uniforms, protective footwear, travel, vehicle maintenance, fuel, work boots, safety equipment, lodging, subsistence, tools, materials, and any other work-related expenses; (d) failure to keep complete or accurate payroll records; (e) waiting time penalties for untimely pay during employment and untimely final pay; (f) claims for failure to annualize benefit payments made for public works jobs across all jobs worked; (g) claims for unauthorized or otherwise improper deductions from wages; (h) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”); (i) all other statutory penalties, including those recoverable under the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*, California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code, including but not limited to Labor Code Section 2698 *et seq.* or any applicable California Industrial Welfare Commission Wage Orders, in all their iterations; (j) all claims that were alleged in the Action or that could have been brought based on the facts alleged in the Action, including but not limited to, claims and theories arising under Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 221, 222, 224, 225.5, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.3, 248.5, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1770, 1773.1, 1774, 1775, 2800, 2802, 2810.3, 2810.5, 2698, and 2699, applicable California Wage Order(s), and Business & Professions Code 17200 *et seq.*

In order to achieve a full and complete release, Defendant, Plaintiffs and the Class Members acknowledge that this release is intended to include in its effect all Released Claims described

**CLAIM FORM**  
**Return This Form To Receive Your Individual Settlement Payment**

above, both known and unknown. The period covered by the Released Claims extends from May 1, 2016, to [Insert Date].

By signing below, you acknowledge that, if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

**Acknowledgements and Declaration Under Penalty of Perjury:**

I have received the Class Notice and submit this Claim Form under the terms of the proposed settlement described. I acknowledge I am giving up the Released Claims against the Released Parties. I understand the full terms of the proposed Settlement are on file with the court.

I declare under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on

\_\_\_\_\_, 2023 in \_\_\_\_\_, \_\_\_\_\_  
Date City State

-----  
Sign your name here

-----  
Print your name here

**Note: The above information (date, city, state, signature, and printed name) must be submitted by the Response Deadline in order to obtain payment under the Settlement.**