

ORIGINAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 23 2025

BY

VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MARK RAMOS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

MSI STRUCTURAL STEEL, LLC, a
California Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2134505
*[Assigned to the Hon. Christian Towns, Dept.
S26, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT

1 Plaintiff Mark Ramos' Motion for Final Approval of the Settlement (the "Final Approval
2 Motion"), as set forth in the Class Action Settlement Agreement and Release of Claims
3 ("Settlement Agreement"), came for a hearing in Department S26 of the above-entitled court.
4 The Final Approval Motion was unopposed by Defendant MSI Structural Steel, LLC
5 ("Defendant").

6 Having considered the Final Approval Motion, the Settlement Agreement, the
7 Declarations, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
10 Due and adequate notice having been given to the Class, and the Court having considered the
11 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
12 comments received regarding the proposed settlement, and having reviewed the record in this
13 Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
16 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter over this Action, the
18 Plaintiff/Class Representative Mark Ramos, the Class Members, and Defendant. The Court
19 finally appoints Plaintiff as Class Representative, and further appoints Brian Mankin and
20 Kristina Carlson of Lauby Mankin Lauby LLP as Class Counsel.

21 3. For purposes of effectuating this Order and Judgment, this Court has certified the
22 following class: "all current and former nonexempt employees employed by Defendant MSI
23 Structural Steel, LLC, in California at any time during the Class Period of December 17, 2017,
24 through January 31, 2024." The Court deems this definition sufficient for purposes of California
25 Rules of Court, rule 3.765(a).

26 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "all
27 current and former nonexempt employees employed by Defendant MSI Structural Steel, LLC in
28 California at any time during the PAGA Period of December 17, 2020, through January 31,

1 2024.”

2 5. The Court finds that the distribution of the Class Notice, as provided for in the
3 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
4 under the circumstances to all Class Members and fully met the requirements of California law
5 and due process under the California and United States Constitution. Based on evidence and
6 other material submitted, the actual notice to the class was adequate.

7 6. The Court finds that the instant Action presented a good faith dispute of the
8 claims alleged, and the Court finds in favor of settlement approval.

9 7. The Released Class Claims on behalf of the Participating Class Members
10 includes:

11 The claims stated in the operative complaint and those based upon
12 the facts in the complaint, including: (a) failure to pay minimum
13 wages, (b) failure to pay overtime wages, (c) failure to provide
14 meal periods, (d) failure to provide rest breaks, (e) timely pay
15 wages upon separation of employment, (f) failure to provide
16 accurate itemized wage statements, (g) failure to reimburse
17 business expenses, (h) unfair and unlawful competition, and (i) all
18 other claims for statutory penalties based on the facts or claims
19 alleged in the operative complaint. The time period governing the
20 Released Class Claims shall be the Class Period.

21 8. The Released PAGA Claims on behalf of the Aggrieved Employees includes:

22 All PAGA claims that Plaintiff alleged against the Released
23 Parties, on behalf of the Aggrieved Employees and the State of
24 California, based on the facts stated in the operative Complaint and
25 in the relevant LWDA notice letters, including all PAGA claims
26 seeking civil penalties premised upon: (a) failure to pay minimum
27 wages, (b) failure to pay overtime wages, (c) failure to provide
28 meal periods, (d) failure to provide rest breaks, (e) failure to timely
pay wages each period and upon separation of employment, (f)
failure to provide accurate itemized wage statements, (g) failure to
reimburse business expenses, and (h) all other claims for civil
penalties recoverable under the Private Attorneys General Act,
Labor Code §§ 2698 et seq. based on the facts or claims alleged in
the operative complaint. The time period governing the PAGA
Released Claims shall be the PAGA Period. The PAGA Released
Claims do not release any Aggrieved Employees’ claims for wages
or statutory penalties. Aggrieved Employees’ Released PAGA
Claims are limited to the PAGA Period.

1 9. There were no Objections to the Settlement, and no Requests for Exclusion. As
2 such, all Class Members are Participating Class Members, who are entitled to an Individual Class
3 Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are
4 entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

5 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
6 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
7 Parties. The Parties are directed to perform in accordance with the terms set forth in the
8 Settlement Agreement.

9 11. The Parties are to bear their own costs, except as otherwise provided in the
10 Settlement Agreement.

11 12. With respect to the Class and for purposes of approving this Settlement, this Court
12 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
13 joinder of all members is impracticable; (b) there are questions of law or fact common to the
14 Class Members, and there is a well-defined community of interest among the Class Members
15 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
16 typical of the claims of the Class Members; (d) the Class Representative has fairly and
17 adequately protected the interests of the Class Members; (e) a class action is superior to other
18 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
19 qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for
20 the Class.

21 13. By this Judgment, the Class Representative shall release, relinquish, and
22 discharge, and each of the Participating Class Members shall be deemed to have, and by
23 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
24 discharged all Released Class Claims, as defined in the Settlement Agreement.

25 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
26 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
27 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
28 Participating Class Members as an admission of, or evidence of, the validity of any of the

1 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
2 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
3 Representative or Participating Class Members as an admission of, or evidence of, any fault or
4 omission of Defendant or any of the other Released Parties in any civil, criminal, or
5 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
6 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
7 this Action in any other action that may be brought against it or them in order to support a
8 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
9 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
10 or similar defense or counterclaim.

11 15. The Settlement Amount to be paid under the Settlement Agreement is \$362,500.
12 From this amount, Class Counsel sought a Class Counsel Fee Payment of \$120,833.33, Class
13 Counsel's litigation expenses of \$15,022.50, a Service Payment to Class Representative Plaintiff
14 Mark Ramos of \$10,000, an Administrator Expenses Payment of \$7,500 to Phoenix Settlement
15 Administrators, and \$22,500 to the LWDA for PAGA penalties and \$7,500 to the Aggrieved
16 Employees for PAGA Penalties. Defendants do not oppose these requests. In addition, and
17 concurrently with paying the Settlement Amount, Defendants shall separately pay all employer
18 payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be
19 reported through the Settlement Administrator. The Court finds that the Settlement Amount is
20 fair, reasonable and adequate, and awards the payments set forth below from the Settlement
21 Amount:

- 22 A) \$120,833.33 to Class Counsel for attorneys' fees in light of the benefit
23 obtained on behalf of the Class;
24 B) \$15,022.50 to Class Counsel for litigation costs;
25 C) \$10,000 to Class Representative Mark Ramos as a Service Award;
26 D) \$7,500.00 to the Settlement Administrator, Phoenix Settlement
27 Administrators;
28 E) \$22,500 to the LWDA;

1 F) \$7,500 to the Aggrieved Employees on a pro rata basis;

2 G) After deducting the foregoing payments from the Settlement Amount, the
3 remainder shall form the Net Settlement Amount payable to the Participating Class
4 Members as set forth in the Settlement Agreement and as calculated by the Settlement
5 Administrator.

6 16. The Settlement Administrator is directed to calculate the Participating Class
7 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
8 Payments and issue all payments within in accordance with the Settlement Agreement and this
9 Order/Judgment.

10 17. Concurrently with mailing the settlement checks to the Participating Class
11 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
12 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
13 check for the Participating Class Members, noting the following: "Please be advised that on
14 [insert date], the Superior Court of California for the County of San Bernardino entered
15 Judgment in the case entitled *Ramos v. MSI Structural Steel, LLC, et al.*, pending in Superior
16 Court of the State of California, County of San Bernardino, Case No. CIVSB2134505, on behalf
17 of all current and former nonexempt employees employed by Defendant MSI Structural Steel,
18 LLC in California at any time during the Class Period of December 17, 2017, through January
19 31, 2024."

20 18. The Class Members shall have 180 days to negotiate the settlement check from
21 the date of issuance by the Settlement Administrator. In the event that a Participating Class
22 Member or Aggrieved Employee does not negotiate his/her check within this time period, the
23 check will be canceled. The value of the unclaimed funds in the Settlement Administrator's
24 account as a result of a failure to timely cash a settlement check shall be issued to the State
25 Controller's Office for the State of California in the name of the person.

26 19. The following dates shall govern for purposes of this implementing this
27 Order/Judgment:
28

1	January 23, 2025	The Final Order is entered and the Effective Date occurs.
2		
3	February 7, 2025	Defendant is directed to issue the Settlement Amount to the Settlement Administrator, plus Defendant's share of payroll taxes, but minus amount of Prior Payments made.
4		
5	10 days after receipt of Payment	Settlement Administrator to issue all payments.
6		
7	180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
8		
9		
10	September 16, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
11		
12		
13		
14		
15	Date: <u>10/6</u> , 2025	Hearing re: status of disbursements.
16	Time: <u>8:30</u> a.m.	
17		

18 20. This document shall constitute a Judgment for purposes of California Rule of
19 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
20 Class Representative, the Class Members, and Defendant for the purposes of supervising the
21 implementation, enforcement, construction, administration, and interpretation of the Settlement
22 Agreement and this Judgment.

23 IT IS SO ORDERED.

24
25 Dated: 1/23/2025 C. Towns
26 HON. CHRISTIAN TOWNS

27
28
[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT