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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAMESHA BURNS, individually, on behalf of
other members of the general public similarly
situated, and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
of 2004 ("PAGA");

Plaintiff,

v.

A. M. CASTLE & CO., a Maryland
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 20STCV45602

Assigned for All Purposes to:
Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: November 9, 2022
Hearing Time: 10:30 a.m.
Hearing Place: Department 12

Complaint Filed: December 1, 2020
FAC Filed: February 9, 2022
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

11/09/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 The Court, having read the papers filed regarding Plaintiff Jamesha Burns' ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in
3 support of the motion, including the Joint Stipulation and Settlement Agreement ("Settlement
4 Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS:

5 Plaintiff and Defendant A. M. Castle & Co. ("Defendant") entered the Settlement
6 Agreement on or about March 31, 2022, to settle this class action lawsuit.

7 The Court entered an Order dated July 6, 2022 preliminarily approving the settlement of
8 this class action lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
9 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
10 Members, scheduling a Final Approval Hearing on November 9, 2022, and providing Class
11 Members with an opportunity to object to the Settlement or exclude themselves from the Class.

12 The Court held a Final Approval Hearing on November 9, 2022 to determine whether to
13 give final approval to the Settlement of this class action lawsuit.

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

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class been
19 given the opportunity to request exclusion, the Court has personal jurisdiction with respect to the
20 claims of all Class Members. The Court also has subject matter jurisdiction over this lawsuit,
21 including jurisdiction to approve the Settlement, and grants final certification of the Class.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
25 exempt employees of Defendant within the State of California at any time during the period from
26 December 1, 2016 to March 31, 2022 that did not previously settle the claims settled in this case
27 ("Class," "Class Members," and "Class Period"). There are one hundred five (105) Class
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Members who did not submit valid and timely requests to exclude (“Opt Out”) themselves from the Settlement (“Participating Class Members”).

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Notice Packet. The Court finds the Notice of Class Action and PAGA Settlement (“Notice”), Election Not to Participate In (“Opt Out” Form) Class Action Settlement (“Exclusion Form”), and Objection Form (collectively, known as the “Notice Packet”) and its distribution to Class Members were implemented pursuant to the Settlement and this Court’s Preliminary Approval Order. The Court also finds the Notice Packet:

a. constitutes notice reasonably calculated to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to receive an Individual Settlement Share; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all Participating Class Members;

b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;

c. constitutes the best practicable notice to Class Members under the circumstances of the class action lawsuit; and

d. constitutes notice reasonable, adequate, and sufficient to Class Members.

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

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1 7. Binding Effect. The terms and provisions of the Settlement and this Order and
2 Judgment are binding on Plaintiff, Participating Class Members, Eligible Aggrieved Employees,
3 and their spouses, heirs, registered domestic partners, executors, administrators, successors, and
4 assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending
5 and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons
6 to the extent those claims, lawsuits, or other proceedings involve matters that were or could have
7 been raised in this lawsuit and are encompassed by the Released Class Claims and Private
8 Attorneys General Act of 2004 (“PAGA”) Released Claims. The Settlement will have no binding
9 effect upon, and provide no res judicata preclusion to, those Class Members who have submitted
10 timely requests for exclusion.

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

13 9. Release of Claims. Upon Defendant’s fulfillment of its payment obligations
14 under section III (J)(9)(a) of the Agreement, Plaintiff and the other Participating Class Members
15 will fully and finally release and discharge the Released Parties from the Released Class Claims.

16 a. Effect of PAGA Settlement. Upon Defendant’s fulfillment of its payment
17 obligations under section III (J)(9)(a) of the Agreement, the California Labor and
18 Workforce Development Agency (“LWDA”), and any other representative,
19 proxy, or agent thereof, including, but not limited to, any and all Eligible
20 Aggrieved Employees are barred from pursuing any action for civil penalties
21 under PAGA against the Released Parties, based on or arising out of the alleged
22 violations of Labor Code sections alleged in Plaintiff’s PAGA notice to the
23 LWDA and the complaint and occurring during the PAGA Timeframe.

24 b. Plaintiff’s Release of Claims and General Release. Upon Defendant’s fulfillment
25 of its payment obligations under section III (J)(9)(a) of the Agreement, in
26 exchange for the Class Representative Enhancement Payment and in recognition
27 of her work and efforts in obtaining the benefits for the Class and undertaking the
28 risk of paying litigation costs if this matter had not successfully resolved, Plaintiff

provides a general release of claims for herself and any respective spouse, heirs, executors, successors, assigns, administrators, and representatives.

- c. Released Parties. The Released Parties include Defendant and its present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, fiduciaries, employee benefits plans, assigns, and any entity claimed to be a joint employer with Defendant.

10. Class Representative Enhancement Payment. The Court finds the Class Representative Enhancement Payment of \$10,000, to be paid by Defendant to Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. Class Representative Enhancement Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

- a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (1) risk to the class representatives in commencing suit; (2) notoriety and personal difficulties; (3) amount of time and effort spent by the class representatives; (4) duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed by class representatives.

- b. The Court reviewed Plaintiff's declaration outlining her involvement. Given the risks inherent in her services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Enhancement Payment of \$10,000 to Plaintiff.

11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee Award of \$166,666.66, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court further finds the Cost Award as reimbursement for actual litigation costs incurred of \$12,125.09, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by

1 Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also
2 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
3 incurred by Plaintiff or Class Members in connection with or related in any manner to this
4 lawsuit, the Settlement, the settlement administration, and/or the Released Class Claims and
5 PAGA Released Claims.

6 a. The Court has an independent right and responsibility to review the requested
7 Attorney Fee Award and only award so much as it determines reasonable. (See
8 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
9 127-28.) The Attorney Fee Award requested by Class Counsel of \$166,666.66 is
10 one-third (1/3) of the common fund created for the benefit of the Class and is
11 supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
12 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the exceptional results
13 achieved, financial risk undertaken, novel and difficult nature of this litigation,
14 skills required, percentage fees award in previous and other cases, and contingent
15 fees charged in the marketplace, the Court finds the requested Attorney Fee
16 Award is consistent with the marketplace, is reasonable, and is approved.

17 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
18 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
19 seek reimbursement of up to \$15,000 in litigation costs. The Court finds Class
20 Counsel expended \$12,125.09 in litigation costs, and such costs were reasonable.
21 Thus, the Court approves the payment of the Cost Award of \$12,125.09 from the
22 common fund for the reimbursement of Class Counsel's litigation costs.

23 12. Administration Costs. The Court finds Administration Costs of \$3,499, to be paid
24 by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
25 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
26 provisions set forth in the Settlement Agreement.

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1 a. The Court reviewed the declaration of Stephen Gomez from Simpluris, Inc.
2 (“Simpluris”), the Court-approved Settlement Administrator. The Court finds
3 notice was provided to the Class pursuant to the Preliminary Approval Order,
4 constitutes the best practicable notice to the Class, and satisfied due process.
5 Thus, the Court approves the payment of the Administration Costs of \$3,499 for
6 Simpluris’ services in administering the Settlement.

7 13. PAGA Payment. The Court finds the PAGA Payment of \$50,000, seventy-five
8 percent (75%) of which (\$37,500) will be paid to the LWDA out of the Gross Settlement
9 Amount and twenty-five percent (25%) of which (\$12,500) shall be distributed to Eligible
10 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment
11 is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

12 14. Funding of the Settlement. Within twenty (20) calendar days of the Effective
13 Final Settlement Date, Defendant shall deposit the Gross Settlement Amount of \$500,000 into
14 the Qualified Settlement Fund. Defendant shall also at this time provide any tax information the
15 Settlement Administrator may need to calculate the Individual Settlement Shares. Within
16 fourteen (14) calendar days after the funding of the Settlement, the Settlement Administrator
17 shall calculate and pay all payments due under the Settlement.

18 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
19 Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contends the
20 Settlement was the product of arm’s-length negotiations following extensive litigation,
21 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
22 Marc J. Feder, an experienced and well-respected class action mediator.

23 a. The fairness of the Settlement is demonstrated by there being no objections to and
24 no requests for exclusion from the Settlement.

25 b. The fairness of the Settlement is further illustrated by the gross *average*
26 Individual Settlement Share being approximately \$2,454.37, and the gross *highest*
27 Individual Settlement Share being about \$4,919.01.

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1 16. Uncashed Checks. Participating Class Members and Eligible Aggrieved
2 Employees must cash or deposit their settlement checks within one hundred eighty (180)
3 calendar days after the checks are mailed to them. Uncashed settlement checks will be canceled
4 and paid to the California State Controller: Unpaid Wage Fund.

5 17. Modification of Settlement Agreement. The Participating Class Members are
6 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
7 modifications of the Settlement Agreement by an express written instrument signed by all Parties
8 or their successors-in-interest and approved by the Court. Such amendments or modifications
9 shall be consistent with this Order and Judgment and cannot limit the rights of Participating
10 Class Members under the Settlement Agreement.

11 18. Final Accounting and Compliance. The Court sets a ~~final accounting and~~ non-appearance case review
12 ~~compliance hearing~~ for July 7, 2023 at 10:30 a.m. in Department 12. Within five (5) court days
13 before this hearing, Plaintiff shall file a compliance status report. Pursuant to Code of Civil
14 Procedure section 384, the compliance status report shall specify the total amount paid to
15 Participating Class Members and the residual of the unclaimed settlement funds that will be paid
16 to the entity identified as the recipient of such funds in the Settlement Agreement.

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

- 21 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
22 claims, or causes of action in the class action that, in whole or in part, are related
23 to or arise out of the Settlement or this Order and Judgment;
- 24 b. entering such additional orders as may be necessary or appropriate to protect or
25 effectuate this Order and Judgment approving the Settlement, and permanently
26 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
27 fair and orderly administration of the Settlement; and

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1 c. entering any other necessary or appropriate orders to protect and effectuate this
2 Court's retention of continuing jurisdiction.

3 The Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost
4 Award, and Class Representative Enhancement Payment is GRANTED. The Settlement
5 Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

6 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
7 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
8 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
9 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
10 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
11 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
12 THE JUDGMENT THEREON.

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14 IT IS SO ORDERED.

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16 DATED: 11/09/2022



A handwritten signature in cursive script, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

HONORABLE CAROLYN B. KUHL
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On November 9, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Burns v. A.M. Castle & Co.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-862626-22**
Court Case No.: 20STCV45602
Los Angeles Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 9, 2022, at Pasadena, California.



Mariah Anderson