

FILED
Superior Court of California
County of Los Angeles

06/02/2025

David W. Stryba, Executive Officer / Clerk of Court

By: A. Morales Deputy

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JERMMIE MACKEY, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

TOWNSTEEL, INC., a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 23STCV22384

Assigned for All Purposes to:
Honorable Samantha P. Jessner
Department 7

CLASS ACTION

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

Hearing Date: May 29, 2025
Hearing Time: 10:00 a.m.
Hearing Place: Department 7

Complaint Filed: September 15, 2023
FAC Filed: December 5, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Jermmie Mackey's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering papers
3 submitted in support, including the Class Action and PAGA Settlement Agreement ("Settlement
4 Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On October 29, 2024, Plaintiff and Defendant TownSteel, Inc. ("Defendant") entered the
6 Settlement Agreement.

7 On December 10, 2024, the Court entered an order preliminarily approving the settlement
8 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
9 section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing
10 Class Members with an opportunity to object to the Settlement or exclude themselves from the
11 Class, and scheduling a Final Approval Hearing.

12 On May 29, 2025, the Court held a Final Approval Hearing.

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

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

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all hourly-paid, non-exempt
25 employees of Defendant within the State of California at any time during the period from
26 September 15, 2019, through June 27, 2024 ("Class," "Class Members," and "Class Period").
27 There are one hundred seven (107) Class Members who did not submit valid and timely
28 Requests for Exclusion from the Settlement ("Participating Class Members").

1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class in entering and implementing the Settlement and satisfied the requirements
3 of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds that the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
6 distribution to Class Members have been implemented pursuant to the Agreement and
7 Preliminary Approval Order. The Court finds that the Class Notice:

- 8 a. Constitutes notice reasonably calculated to apprise the Class Members of:
9 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement and their rights; (iii) their right to object to any aspect of the
11 Agreement; (iv) their right to exclude themselves from the Settlement;
12 (v) their right to receive settlement payments; (vi) their right to appear at
13 the Final Approval Hearing; and (vii) the binding effect of the orders and
14 judgment in this lawsuit on all Participating Class Members;
15 b. Constitutes notice that fully satisfied the requirements of Code of Civil
16 Procedure section 382, Rule of Court 3.769, and due process;
17 c. Constitutes the best practicable notice to Class Members under the
18 circumstances of this lawsuit; and
19 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

20 6. Enforcement of Settlement. Nothing in this Order and Judgment shall
21 preclude any action to enforce the terms and provisions of the Settlement Agreement.

22 7. Final Settlement Approval. The terms and provisions of the Settlement
23 Agreement have been entered into in good faith, resulting from arm’s-length negotiations by
24 experienced counsel who have carried out and meaningfully investigated the disputed claims.
25 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
26 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
27 Settlement Agreement according to its terms and provisions.

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1 8. Binding Effect. The terms and provisions of the Settlement Agreement
2 and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
3 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
4 successors, and assigns. Those terms shall have res judicata and other preclusive effect in all
5 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
6 persons to the extent those claims, lawsuits, or other proceedings involve matters that were or
7 could have been raised in this lawsuit and are encompassed by the Released Class Claims and
8 Released Private Attorneys General Act of 2004 (“PAGA”) Claims.

9 9. Release by Participating Class Members. Effective on the date when
10 Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed
11 on the Wage Portion of the Individual Class Payments or the Effective Date, whichever is later,
12 all Participating Class Members, on behalf of themselves and their former and present
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
14 Released Parties from the Released Class Claims.

15 a. Release by Aggrieved Employee. Effective on the date when Defendant
16 fully funds the Gross Settlement Amount and funds all employer payroll
17 taxes owed on the Wage Portion of the Individual Class Payments or the
18 Effective Date, whichever is later, all Participating and Non-Participating
19 Class Members, who are Aggrieved Employees, are deemed to release, on
20 behalf of themselves and their former and present representatives, agents,
21 attorneys, heirs, administrators, successors, and assigns, the Released
22 Parties from the Released PAGA Claims.

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b. Release by Plaintiff. Effective on the date when Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments or the Effective Date, whichever is later, Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiff's Release. Furthermore, Plaintiff knowingly and voluntarily waives any and all rights or benefits he may have under the terms of Civil Code section 1542.

c. Released Parties. The Released Parties include Defendant and its parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees), employees, and stockholders.

10. Class Counsel Fees Payment and Class Counsel Litigation Expenses

Payment. The Court finds the Class Counsel Fees Payment of \$183,333.33, to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment for reimbursement of actual litigation costs of \$14,282.26, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by Plaintiff or Class Members in connection with or related to this matter, Settlement, settlement administration, and/or Released Class Claims and Released PAGA Claims.

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- 1 a. Courts have an independent right and responsibility to review Class
2 Counsel Fees Payments and only award so much as determined
3 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
4 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of
5 \$183,333.33 (1/3 of the Gross Settlement Amount) are supported by the
6 percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1
7 Cal.5th 480, 504.) Considering the results achieved, financial risk
8 undertaken, difficulty of this litigation, skills required, percentage fees
9 awarded in other cases, and contingent fees charged in the private
10 marketplace, the Court finds that the Class Counsel Fees Payment is
11 reasonable and is approved.
- 12 b. The Court has reviewed the Declaration of Douglas Han regarding costs
13 expended in prosecuting this case. Pursuant to the Settlement, Class
14 Counsel may seek reimbursement of up to \$20,000 in litigation costs. The
15 Court finds that Class Counsel expended \$14,282.26 in litigation costs and
16 that such costs were reasonable. Thus, the Court approves the Class
17 Counsel Litigation Expenses Payment of \$14,282.26 as reimbursement of
18 Class Counsel's litigation costs.

19 11. Class Representative Service Payment. The Court finds the Class
20 Representative Service Payment of \$10,000, to be paid to Plaintiff out of the Gross Settlement
21 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
22 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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

8 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
9 involvement in this case. Given the risks inherent in serving as class
10 representative, duration of the case, time involved, and benefits created for
11 the Class, the Court approves the Class Representative Service Payment of
12 \$10,000 to be paid to Plaintiff.

13 12. Administration Expenses Payment. The Court finds the Administration
14 Expenses Payment of \$7,000, to be paid to the Administrator from the Gross Settlement Amount,
15 to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to
16 the terms and provisions set forth in the Settlement Agreement.

17 a. The Court has reviewed the Declaration of Mayra Gonzalez from Phoenix
18 Class Action Administration Solutions, the Court-approved Administrator.
19 The Court finds that notice provided to the Class pursuant to the
20 Preliminary Approval Order constitutes the best practicable notice to the
21 Class and satisfied due process. The Court approves the Administration
22 Expenses Payment of \$7,000 for the Administrator's services in
23 administering the Settlement.

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1 13. PAGA Penalties. The Court finds the PAGA Penalties of \$25,000,
2 seventy-five percent (75%) of which (\$18,750) will be paid to the California Labor and
3 Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent
4 (25%) of which (\$6,250) will be distributed to the Aggrieved Employees, on a pro rata basis, to
5 be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and
6 provisions set forth in the Settlement Agreement.

7 14. Fairness of the Settlement. As noted in the Preliminary Approval Order,
8 the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiff contends the
9 Settlement was the product of arm's-length negotiations following litigation, discovery, and
10 exchange of documentation. The negotiations were facilitated with the aid of Mike Ludwig, an
11 experienced, well-respected mediator.

12 a. There were no objections to and no requests for exclusion from the
13 Settlement, displaying the fairness of the Settlement.

14 b. The fairness of the Settlement is further shown by the gross *average*
15 Individual Class Payment being approximately \$2,815.12, and the gross
16 *highest* Individual Class Payment being about \$7,011.50.

17 15. Funding the Gross Settlement Amount. Defendant shall fund the Gross
18 Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the
19 Individual Class Payments by transmitting the funds to the Administrator no later than the
20 Effective Date. Within fourteen (14) calendar days after Defendant fully funds the Gross
21 Settlement Amount, the Administrator will mail checks to the appropriate entities and persons.

22 16. Uncashed Checks. The Class Members must cash or deposit their
23 settlement checks within one hundred eighty (180) calendar days after the checks are issued.
24 Uncashed settlement checks will be canceled and transmitted to the California Controller's
25 Unclaimed Property Fund in the name of the Class Member.

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1 17. Non-Appearance Case Review. The Court sets a non-appearance case
2 at 9:00 a.m.
3 review on May 5, 2026 in Department 7. A compliance status report shall be filed within five (5)
4 court days before this hearing. Pursuant to Code of Civil Procedure section 384, the compliance
5 status report shall specify the total amount paid to Class Members and the residual of unclaimed
6 settlement funds that will be paid to the entity identified as the recipient of such funds in the
7 Settlement Agreement.

8 18. Modification of the Agreement. The Agreement may be amended or
9 modified only by a written instrument signed by all Parties and their counsel or their
10 representatives/successors-in-interest. Such amendments or modifications shall be consistent
11 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

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

- 16 a. Enforcing the terms and provisions of the Settlement Agreement and
17 resolving any disputes, claims, or causes of action in this lawsuit that, in
18 whole or in part, are related to or arise out of the Settlement Agreement or
19 this Order and Judgment;
- 20 b. Entering such additional orders as may be necessary or appropriate to
21 protect or effectuate this Order and Judgment approving the Settlement
22 Agreement, and permanently enjoining Plaintiff from initiating or
23 pursuing related proceedings, or to ensure the fair and orderly
24 administration of the Settlement Agreement; and
- 25 c. Entering any other necessary or appropriate orders to protect and
26 effectuate this Court's retention of continuing jurisdiction.

27 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
28 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

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9 DATED: 06/02/2025



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

HONORABLE SAMANTHA P. JESSNER
SUPERIOR COURT JUDGE

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On June 2, 2025, I served the foregoing document described as

PROOF OF SERVICE