

**FILED**  
Superior Court of California  
County of Los Angeles

05/31/2023

David W. Slayton, Executive Officer / Clerk of Court

By:                     R. Arraiga                     Deputy

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

JOSE ALFONSO MACEDO, an	)	Case No.: 21STCV02998
individual, on behalf of	)	
himself and others similarly	)	
situated,	)	
	)	
Plaintiffs,	)	JUDGMENT
	)	
vs.	)	
	)	
CLAUD TOWNSLEY, INC.; and DOES	)	
1 through 50, inclusive,	)	
	)	
Defendant.	)	
	)	
	)	

The Court finds as follows:

- A. The Court granted preliminary approval of the Second Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on December 27, 2022.
- B. The Court granted final approval of the Settlement Agreement on May 31, 2023, certified the settlement class with

1 no opt-outs, and found that the Settlement Agreement was fair,  
2 adequate and reasonable.

3 C. The Court defined the following:

4 "Class": all persons currently or formerly employed by CTI  
5 in California and classified as non-exempt, non-supervisory  
6 roofers who worked for CTI during the Class Period. (§1.4)

7 "Class Period": January 25, 2017, and continuing until  
8 date of Preliminary Approval. (§1.11)

9 "Class Member" or "Settlement Class Member": member of the  
10 Class, as either a Participating Class Member or Non-  
11 Participating Class Member. (§1.8)

12 "Participating Class Member": Class Member who does not  
13 submit a valid and timely Request for Exclusion from the  
14 Settlement. (§1.26)

15 IT IS ORDERED, ADJUDGED AND DECREED:

16 1. Plaintiffs Jose Alfonso Macedo, an individual, on  
17 behalf of himself and others similarly situated, shall take from  
18 Defendant Claud Townsley, Inc., as set forth in the Parties'  
19 Settlement Agreement and the Court's Approval Order entered May  
20 31, 2023.

21 2. Defendant must pay Plaintiffs the Gross Settlement  
22 Amount (GSA) of \$275,000. The Net Settlement Amount is the GSA  
23 minus the following:  
24  
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1           a.     \$91,666.67 for attorney fees to Class Counsel,  
2 Jose Garay, APLC;

3           b.     \$8,545.20 for attorney costs to Class Counsel;

4           c.     \$5,000 for enhancement award to the class  
5 representative, Jose Alfonso Macedo;

6           d.     \$4,500 for settlement administration costs to  
7 Phoenix Settlement Administrators.

8           The employer's share of payroll taxes will be paid  
9 separately by Defendant in addition to the GSA.

10           3.     Effective on the date when CTI fully funds the entire  
11 Gross Settlement Amount and funds all employer payroll taxes  
12 owed on the Wage Portion of the Individual Class Payments,  
13 Plaintiff, Class Members, and Class Counsel will release claims  
14 against all Released Parties as follows: (¶6)

15           Release by Participating Class Members: All Participating  
16 Class Members, on behalf of themselves and their respective  
17 former and present representatives, agents, attorneys, heirs,  
18 administrators, successors, and assigns, release Released  
19 Parties from (i) all claims that were alleged, or reasonably  
20 could have been alleged, based on the Class Period facts stated  
21 in the Operative Complaint and ascertained in the course of the  
22 Action, including, under state law and the Wage Orders of the  
23 California Industrial Welfare Commission, that were alleged or  
24 which could have been alleged based on the factual allegations  
25

1 in the Class Action Complaint in the Action, including claims  
2 for unpaid wages, including but not limited to failure to pay  
3 minimum wages, straight time compensation, overtime  
4 compensation, double time compensation, and interest; failure to  
5 timely pay regular and final wages; wages related to time  
6 rounding and timekeeping; missed meal period and rest period  
7 wages and premiums; meal period waivers and on duty meal period  
8 waivers; payment for all hours worked, including off-the-clock  
9 work and uncompensated work time; wage statements and paystubs,  
10 including wage statements and paystubs furnished or available in  
11 physical, electronic, or other forms; failure to keep accurate  
12 records; deductions; declaratory relief; unfair business  
13 practices; penalties, including recordkeeping penalties, wage  
14 statement penalties, minimum-wage penalties, and waiting-time  
15 penalties; statutory penalties and civil penalties; and  
16 attorneys' fees and costs. Without limiting the foregoing, the  
17 Released Claims include those claims arising under California  
18 Labor Code Sections 201, 202, 203, 204, 206, 218.6, 226, 226.7,  
19 510, 512, 1182.12, 1194, 1194.2, 1197, 1198 and/or those arising  
20 under the Industrial Welfare Commission Wage Orders; California  
21 Business and Professions Code section 17200 et seq.; California  
22 Code of Regulations, title 8, Section 11160; the California  
23 Civil Code sections 3287, 3289, and 3294; California Code of  
24 Civil Procedure section 1021; and any claims under the Fair  
25

1 Labor Standards Act ("FLSA") [29 U.S.C. §§ 201, et seq.] arising  
2 during the Class Period and based on the factual allegations  
3 alleged or which could have been alleged in the Complaint.

4 (¶6.2)

5 Participating Class Members acknowledge and understand that  
6 their respective claims for unpaid wages are the subject of a  
7 bona fide dispute, that this Settlement amounts to a good faith  
8 resolution of that dispute, and that any failure to pay wages  
9 when due was not willful. (¶6.2)

10 Upon payment of the Individual Class Payment, Participating  
11 Class Members, and each of them, acknowledge compensation in  
12 full for all hours worked during their employment with CTI.  
13 Participating Class Members do not release any other claims,  
14 including claims for vested benefits, wrongful termination,  
15 violation of the Fair Employment and Housing Act, unemployment  
16 insurance, disability, social security, workers' compensation,  
17 or claims based on facts occurring outside the Class Period.

18 (¶6.2)

19 "Released Parties" means: CTI and each of its former and  
20 present directors, officers, shareholders, owners, [members],  
21 attorneys, insurers, predecessors, successors, assigns  
22 [subsidiaries] [affiliates]. (¶1.31)

23 Named Plaintiff Jose Alfonso Macedo provides a general  
24 release and a Civil Code § 1542 waiver. (¶¶ 6.1, 6.1.1)

1           4. All uncashed settlement checks, plus interest, must be  
2 delivered to the California State Controller's Unclaimed  
3 Property Division in the name of the Class Member/Aggrieved  
4 Employee who did not cash his or her check.

5           5. Pursuant to California Rules of Court, Rule 3.769(h),  
6 the Court retains jurisdiction over the parties with respect to  
7 enforcement of this Judgment under California Code of Civil  
8 Procedure Section 664.6.

9           CLERK TO GIVE NOTICE.

10          DATED:     May 31, 2023



*Yvette M. Palazuelos*

YVETTE M. PALAZUELOS  
JUDGE OF THE SUPERIOR COURT  
Yvette M. Palazuelos / Judge