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Attorneys for Plaintiffs
ARTURO MARTINEZ, DONNY ADAME,
and ANTHONY WELLINGTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ARTURO MARTINEZ, individually and on
behalf of others similarly situated, and as an
aggrieved employee and private attorney
general; DONNY ADAME, individually and
on behalf of others similarly situated, and as an
aggrieved employee and private attorney
general; and ANTHONY WELLINGTON,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
private attorney general,

Plaintiffs,

vs.

MERIT LOGISTICS, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: RIC2001625

*Assigned for All Purposes to: Hon. Harold
Hopp, Dept. 10*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

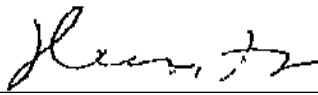
Complaint Filed: June 12, 2020
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on May 2, 2023, the Honorable Harold Hopp in
3 Department 10 in the above-entitled Court, located at 4050 Main Street, Riverside, California
4 92501, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a true
5 and correct copy of the Final Order and Judgment which was filed on May 3, 2023.

6
7 Dated: May 3, 2023

PROTECTION LAW GROUP, LLP

8
9 By: 

10 Heather Davis
11 Amir Nayebdadash
12 Priscilla Gamino
13 *Attorneys for Plaintiffs*
14 ARTURO MARTINEZ, DONNY ADAME
15 and ANTHONY WELLINGTON
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EXHIBIT A

1 HEATHER DAVIS, SBN 239372
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17 *Attorneys for Plaintiffs*
18 ARTURO MARTINEZ, DONNY ADAME,
19 and ANTHONY WELLINGTON

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **COUNTY OF RIVERSIDE**

22 ARTURO MARTINEZ, individually and on
23 behalf of others similarly situated, and as an
24 aggrieved employee and private attorney
25 general; DONNY ADAME, individually and
26 on behalf of others similarly situated, and as an
27 aggrieved employee and private attorney
28 general; and ANTHONY WELLINGTON,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
private attorney general,

Plaintiffs,

vs.

MERIT LOGISTICS, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: RIC2001625

*Assigned for All Purposes to: Hon. Harold
Hopp, Dept. 10*

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: April 4, 2023

Hearing Time: 8:30 a.m.

Dept.: 10

Complaint Filed: June 12, 2020

Trial Date: Not Set

~~PROPOSED~~ FINAL ORDER AND JUDGMENT

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class Action and PAGA Action (hereinafter “the Action”) having
3 come before the Court on April 4, 2023, for a hearing and Final Order Approving Class Action
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval
5 Order (“Preliminary Approval Order”), and as set forth in the Amended Joint Stipulation of Class
6 Action and PAGA Settlement (hereinafter “Settlement Agreement” or “Settlement”), attached as
7 Exhibit 2 to the Supplemental Declaration of Heather Davis in support of Motion for Preliminary
8 Approval of Class Action and PAGA Settlement (filed on October 20, 2022), and due and
9 adequate notice having been given to all Class Members as required in the Preliminary Approval
10 Order, and the Court having considered all papers filed and proceedings had herein and otherwise
11 being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED**
12 **AND DECREED AS FOLLOWS:**

13 1. The Court GRANTS Plaintiffs ARTURO MARTINEZ, DONNY ADAME, and
14 ANTHONY WELLINGTON’s (collectively “Plaintiffs”) Motion for Final Approval of Class
15 Action and PAGA Settlement.

16 2. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement.

18 3. Consistent with the definitions provided in the Settlement Agreement, the terms
19 “Class” and “Class Members” shall mean the following: “All current and former hourly-paid,
20 non-exempt employees of Merit Logistics, LLC who were employed by Merit Logistics, LLC in
21 the state of California at any time between June 12, 2016, and July 23, 2022.”

22 4. Consistent with the definitions provided in the Settlement Agreement, the term
23 “PAGA Members” shall mean the following: “All current and former hourly-paid, non-exempt
24 employees of Merit Logistics, LLC who were employed by Merit Logistics, LLC in the state of
25 California at any time between December 27, 2018, and July 23, 2022.”

26 5. This Court has jurisdiction over the subject matter of the Action and over all
27 Parties to the Action, including all Class Members and PAGA Members.

28 6. Distribution of the Class Notice Packet directed to the Class Members as set forth

1 in the Settlement Agreement and the other matters set forth therein has been completed in
2 conformity with the Preliminary Approval Order, including individual notice to all Class
3 Members who could be identified through reasonable effort, and the best notice practicable under
4 the circumstances. The Class Notice Packet provided due and adequate notice of the proceedings
5 and of the matters set forth therein, including the proposed settlement set forth in the Settlement
6 Agreement, to all persons entitled to such Class Notice Packet, and the Class Notice Packet fully
7 satisfied the requirements of due process. All Class Members and all Released Class Claims are
8 covered by and included within the Settlement and this Final Order.

9 7. The Court hereby finds the Settlement Agreement was entered into in good faith
10 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
11 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have
12 satisfied the standards and applicable requirements for final approval of this class action
13 settlement under California law, including the provisions of California Code of Civil Procedure
14 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
15 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

16 8. The Court hereby confirms Heather Davis and Amir Nayebdadash of Protection
17 Law Group, LLP and Edwin Aiwanian of Lawyers for Justice, PC as Class Counsel in the Action.

18 9. The Court hereby approves the Settlement set forth in the Settlement Agreement
19 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
20 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
21 been reached as a result of intensive, serious, and non-collusive arms-length negotiations. The
22 Court further finds that the Parties have conducted extensive investigation and research, and
23 Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
24 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
25 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
26 the benefits that are being granted as part of the Settlement and recognizes the significant value
27 to the Class Members. The Court also finds that the Class is properly certified as a class for
28 settlement purposes only.

1 10. According to the terms of the Settlement Agreement, upon the complete funding
2 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant
3 MERIT LOGISTICS, LLC (“Defendant”), Plaintiffs and all Participating Class Members shall
4 fully release and discharge Defendant, together with its officers, directors, employees, and agent
5 (the “Released Parties”), from any and all claims stated in the operative Complaint (Second
6 Amended Complaint), and those claims based upon the facts alleged in the operative Complaint,
7 in the Action including the following claims: (i) failure to pay all regular wages, minimum wages
8 and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)
9 failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary
10 business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay
11 wages timely at time of termination or resignation; and (vii) unfair business practices that could
12 have been premised on the claims, causes of action or legal theories of relief described above or
13 any of the claims, causes of action or legal theories of relief pleaded in the operative Complaint
14 (collectively the “Released Class Claims”). The Released Class Claims shall be limited to those
15 claims that arose during the Class Period (June 12, 2016 through July 23, 2022).

16 11. Upon the complete funding of the Gross Settlement Amount by Defendant,
17 Plaintiffs, the California Labor Workforce and Development Agency (“LWDA”), and the State
18 of California shall fully release and discharge the Released Parties from any and all claims for
19 civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”)
20 that were disclosed and alleged in the notice sent by Plaintiffs to the LWDA and were alleged in
21 the operative Complaint, or claims for civil penalties which could have been alleged based on the
22 facts alleged in the notices and Complaint, including all civil penalties under PAGA for violations
23 of the provisions of the applicable IWC Wage Orders and the Labor Code as to all PAGA
24 Members for the PAGA Period (December 27, 2018 through July 23, 2022) (the “Released PAGA
25 Claims”).

26 12. Named Plaintiffs Arturo Martinez, Donny Adame, and Anthony Wellington, for
27 themselves only, also fully release the Released Parties from any and all Released Class Claims
28 and also generally release and discharge the Released Parties from any and all claims, demands,

1 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
2 asserted against the Released Parties arising out of or relating to their employment by Defendant
3 or termination thereof, including but not limited to claims for wages, restitution, penalties,
4 retaliation, defamation, discrimination, harassment or wrongful termination of employment. This
5 release specifically includes any and all claims, demands, obligations and/or causes of action for
6 damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
7 Settlement Agreement) relating to or in any way connected with the matters referred to herein,
8 whether or not known or suspected to exist, and whether or not specifically or particularly
9 described herein. Specifically, Plaintiffs Arturo Martinez, Donny Adame, and Anthony
10 Wellington, waive all rights and benefits afforded by California Civil Code Section 1542, which
11 provides:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
14 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
15 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
16 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
17 DEBTOR OR RELEASED PARTY.

18 This release specifically excludes claims for unemployment insurance, disability, social
19 security, and workers compensation (with the exception of claims arising pursuant to California
20 Labor Code Sections 132(a) and 4553).

21 13. No Class Member objected to the terms of the Settlement.

22 14. No Class Member requested to be excluded from the terms of the Settlement.
23 Accordingly, 1,649 Participating Class Members are bound by this Judgment.

24 15. The Court finds the settlement payments provided for under the Settlement
25 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
26 the Settlement Agreement, the Court orders Defendant to fund the Gross Settlement Amount of
27 \$2,825,000.00 within fourteen (14) calendar days of the Effective Date as set forth in the
28 Settlement Agreement to provide payments for Individual Settlement Payments to all

1 Participating Class Members and all PAGA Members, the PAGA Penalties to the LWDA pursuant
2 to Labor Code Section 2698, *et seq.*, the Class Representative Incentive Payment to Plaintiffs,
3 Class Counsel's Fees and Costs, and the Settlement Administrator's Costs. The calculations and
4 the payments shall be administered in accordance with the terms of the Settlement Agreement.

5 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
6 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
7 Fee Award in the amount of thirty-five percent (35%) from the Gross Settlement Amount
8 (\$988,750.00) and attorneys' Cost Award in the amount of \$19,711.01 from the Gross Settlement
9 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
10 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
11 Pursuant to Class Counsel's Fee Agreement, from the \$988,750.00 Fee Award, Protection Law
12 Group, LLP shall be paid \$543,812.50 (55% of \$988,750.00) and Lawyers *for* Justice, PC shall
13 be paid \$444,937.50 (45% of \$988,750.00). Based on fees incurred, from the \$19,711.01 Cost
14 Award, Protection Law Group, LLP shall be paid \$15,518.89 and Lawyers *for* Justice, PC shall
15 be paid \$4,192.12. The Court further orders that the award of attorneys' fees and costs set forth
16 in this Paragraph shall be administered pursuant to the terms of the Settlement Agreement.

17 17. The Court hereby approves and orders a Class Representative Incentive Payment
18 of \$5,000.00 to each named Plaintiff (Arturo Martinez, Donny Adame, and Anthony Wellington)
19 for a total of \$15,000.00 from the Gross Settlement Amount in accordance with the terms of the
20 Settlement Agreement.

21 18. The Court finds and determines that the resolution of the Released PAGA Claims
22 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
23 orders the payment in the amount of \$187,500.00 (75% of \$250,000.00) from the Gross
24 Settlement Amount to the LWDA for penalties arising under the PAGA. The remaining
25 \$62,500.00 (25% of \$250,000.00) shall be distributed to PAGA Members as set forth in the
26 Settlement Agreement.

27 19. The Court also hereby approves and orders payment from the Gross Settlement
28 Amount for actual settlement administration expenses incurred by the Settlement Administrator,

1 Phoenix Settlement Administrators, in the amount of \$16,590.49.

2 20. The Court hereby approves and orders payment of individual settlement payments
3 (“Individual Settlement Payments”) from the Net Settlement Amount to the Participating Class
4 Members on a *pro rata* basis as set forth in the Settlement Agreement. Any envelope transmitting
5 an Individual Settlement Payment to a Participating Class Member and/or PAGA Members shall
6 bear the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.”

7 21. If any of the Participating Class Members are current employees of Defendant, the
8 distribution mailed to those employees is returned to the Settlement Administrator as being
9 undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the
10 Settlement Administration shall arrange with Defendant to have those distributions delivered to
11 those employees at their place of employment.

12 22. Any settlement distribution check shall be negotiable for at least 90 days but not
13 more than 180 days from the date of mailing. The Court also hereby approves and orders that any
14 checks distributed from the Gross Settlement Amount yet remaining un-cashed after one hundred
15 and eighty (180) calendar days after being issued will be transferred to the California State
16 Controller’s Office pursuant to California Civil Code § 1500 and held in trust for such
17 Participating Class Members. As such, no “unpaid residue” under California Code of Civil
18 Procedure section 384 will result from the Settlement.

19 23. The Settlement Administrator shall mail a reminder postcard to any Participating
20 Class Member and/or PAGA Member whose settlement distribution check has not been
21 negotiated within 60 days after the date of mailing.

22 24. Provided the Settlement becomes effective under the terms of the Settlement
23 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
24 Individual Settlement Payments, Attorneys’ Fees and Costs, and Class Representative Incentive
25 Payments is as set forth in the Settlement Agreement.

26 25. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
27 is an admission by Defendant, or any of the other Released Parties, of any wrongdoing by
28 Defendant, or any of the other Released Parties. In entering into the Settlement Agreement,

1 Defendant does not admit, and specifically denies it has violated any federal, state, or local law;
2 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
3 laws, regulations or legal requirements; breached any contract; violated or breached any duty;
4 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
5 respect to its employees.

6 26. Without affecting the finality of this Judgment, the Court shall retain continuing
7 jurisdiction over the Action and the Parties, including all Class Members, and over all matters
8 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
9 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
10 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
11 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
12 shall be presented to the Court for resolution.

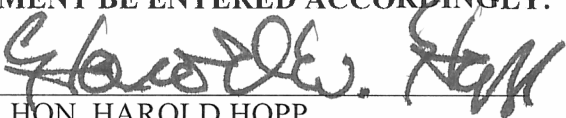
13 27. A Non-Appearance Case Review hearing on the Distribution of Settlement Funds
14 is set for April 4, 2024 at 8:30 a.m. in Department 10 to confirm the full administration of the
15 Settlement. Class Counsel shall submit a Final Report re: Distribution of the Settlement Funds no
16 later than March 25, 2024 (10 calendar days before), which shall include the total amount of funds
17 to be paid to the Participating Class Members pursuant to the Settlement.

18 28. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant
19 to PAGA, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the
20 Settlement. The Court finds and determines that the notice of the Settlement complied with the
21 statutory requirements of PAGA.

22 29. Plaintiffs shall file and serve formal Notice of Entry of Judgment including notice
23 to the LWDA. The Notice of Entry Judgment shall also be posted on the Settlement
24 Administrator's website for 180 days providing the date this Final Order and Judgment was
25 signed, and attaching a copy of this signed Final Order and Judgment as an exhibit.

26 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

27 DATED: 5/2/23


HON. HAROLD HOPP

JUDGE OF THE SUPERIOR COURT