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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

BY FAX

MARTIN MORENO, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

MEDLINE INDUSTRIES, L.P., an Illinois
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-7446

(Assigned to the Hon. Erin Guy Castillo, Dept.
10B)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: September 15, 2022

Time: 9:00 a.m.

Dept.: 10B

Complaint Filed: September 8, 2020

FAC Filed: January 14, 2022

Trial: Not Set

AUG 23 2022

1 Plaintiff Martin Moreno's ("Plaintiff") Motion for Final Approval of the Class Action
2 Settlement came before this Court on September 15, 2022.

3 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
4 against Defendant Medline Industries, L.P. (formerly known as "Medline Industries, Inc.")
5 ("Defendant").

6 **WHEREAS**, on May 11, 2022, this Court granted preliminary approval of the Class
7 Action Settlement Agreement ("Settlement Agreement"), attached as Exhibit A to the Declaration
8 of Mai Tulyathan filed on April 11, 2022.

9 **WHEREAS**, Plaintiff has applied to the Court for an order granting final approval of the
10 settlement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions for the
12 proposed settlement and for entry of an order of final approval and entry of final judgment thereon.
13 The Court having read and considered Plaintiff's Motion for Final Approval of Class Action
14 Settlement, and the supporting documents and exhibits annexed thereto including the Declarations
15 of Larry W. Lee, William L. Marder, Plaintiff Martin Moreno, and the Settlement Administrator,
16 now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all members of the Class and that the Court
19 has subject matter jurisdiction to approve the settlement.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement
21 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
22 the Settlement Agreement.

23 3. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
24 in compliance with the California Code of Civil Procedure, California and United States
25 Constitutions (including the due process clauses), California Rules of Court, and any other
26 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
27 finally approved in all respects.

28 4. The Parties are hereby directed to perform the terms of the settlement as described

1 in the Settlement Agreement according to its terms and provisions.

2 5. There is/are 4 valid Requests for Exclusions.

3 6. It is ordered that the Class is certified for settlement purposes only. Pursuant to
4 California Rules of Court, Rule 3.769(d), this Court makes final, the conditional certification
5 contained the Order Granting Plaintiff's Motion for Preliminary Approval of Class Settlement, and
6 thus certifies a class consisting of "all non-exempt persons who have been employed by Defendant
7 in the State of California at any time during the Class Period, who received one or more wage
8 statements during the Class Period."

9 7. The Court finds that the Class Notice and notice methodology implemented
10 pursuant to this settlement (i) constituted the best practicable notice; (ii) constituted notice that was
11 reasonably calculated, under the circumstances, to apprise members of the Class of the pendency
12 of the Action, their right to object to or exclude themselves from the proposed settlement and their
13 right to appear at the Final Approval Hearing; (iii) were reasonable and constituted due, adequate,
14 and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
15 requirements of the California Code of Civil Procedure, California and United States Constitution
16 (including the Due Process Clause), California Rules of Court, and any other applicable law.

17 8. The Class is hereby made final. The Class is defined as all non-exempt persons who
18 have been employed by Defendant in the State of California at any time during the Class Period,
19 who received one or more wage statements during the Class Period.

20 9. The Class Period is deemed to be the period of time from January 19, 2020, through
21 December 31, 2021.

22 10. The Settlement Agreement is not an admission by Defendant, nor is this Final Order
23 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final
24 Order, the settlement, nor any document referred to herein, nor any action taken to carry out the
25 settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
26 wrongdoing on the part of Defendant.

27 11. The Court orders that pursuant to the Settlement Agreement, and upon the funding
28 of the settlement by Defendant, (i) Plaintiff and all Class Members who have not been timely and

properly excluded from the Class, and any person acting on their behalf, are deemed to have waived, released, and discharged, and are permanently barred from prosecuting the Released Class Claims against Defendant and the Released Parties as fully set forth in the Settlement Agreement and (ii) Plaintiff and all Class Members, including those who have timely and duly requested exclusion are deemed to have waived, released, and discharged, and are permanently barred from prosecuting the Settled PAGA Claims against Defendant and the Released Parties as fully set forth in the Settlement Agreement.

12. The Settlement Agreement provides that the Gross Settlement Amount is One Million Six Hundred Thousand Dollars (\$1,600,000.00). The Net Settlement Amount shall be determined according to the terms of the settlement.

13. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the settlement.

14. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Class for purposes of entering into and implementing the settlement. The Court hereby confirms Diversity Law Group, P.C. and Polaris Law Group as Class Counsel in the Action.

15. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed settlement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement Amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00), thirty-five percent being Five Hundred Sixty Thousand Dollars (\$560,000.00) shall be paid for attorney fees and Nine Thousand Six Hundred Eighty Dollars and Seventy-Six Cents (\$9,680.76) shall be paid for litigation costs in accordance with the terms of the settlement. In addition, the Court finds that the requested Class Counsel Fees and Litigation Expenses Payment is reasonable and commensurate with market rates in San Joaquin County and approves the requested fee distribution. No other costs or fees arising out of or related to the institution, prosecution, or resolution of this matter shall be awarded, either against Defendant or the Released Parties, or from the award to the Class.

16. The unopposed application of Class Counsel for a Class Representative Service Award Payment is hereby granted. Of the Gross Settlement Amount, a Service Award Payment of

1 Twenty Thousand Dollars (\$20,000.00) each shall be allocated to named Plaintiff Martin Moreno
2 in accordance with the terms of the settlement.

3 17. The Court hereby approves a PAGA Payment in the amount of Forty Thousand
4 Dollars (\$40,000.00), of which seventy-five percent or Thirty Thousand Dollars (\$30,000.00) shall
5 be remitted to the California Labor and Workforce Development Agency for the resolution of all
6 Class Members' claims under the PAGA, California Labor Code § 2698, *et seq.* and twenty-five
7 percent or Ten Thousand Dollars (\$10,000.00) will be distributed to Aggrieved Employees.

8 18. The unopposed application of Class Counsel for settlement administration expenses
9 to be paid to the Settlement Administrator is hereby granted. Of the Gross Settlement Amount,
10 Seventeen Thousand Five Hundred Dollars (\$17,500.00) shall be paid to the Settlement
11 Administrator in accordance with the terms of the settlement.

12 19. Defendant shall have no further liability for costs, expenses, interest, attorneys'
13 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
14 Agreement. Defendant is hereby relieved of any obligation to retain electronically stored
15 information or other data, documents or information as a result of the filing or pursuit of the instant
16 matter but is not relieved of any obligation arising independently of this matter to retain
17 electronically stored information or other data, documents or information.

18 20. The Court hereby grants and authorizes the Parties, without further approval from
19 the Court, to agree to and to adopt such amendments, modifications and expansions of this
20 settlement and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do
21 not limit the rights of members of the Class under the settlement.

22 21. Final Judgment is hereby entered pursuant to the terms of the Settlement
23 Agreement.

24 22. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. § 664.6, and without
25 affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the
26 Action, the Parties, and the Class, as well as the administration and enforcement of the settlement.
27 Any disputes or controversies arising with respect to the interpretation, consummation,
28 enforcement, or implementation of the settlement not resolved by the Settlement Administrator

1 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
2 the ability of the Parties to exercise their rights to terminate the settlement pursuant to the terms of
3 the Settlement Agreement.

4 23. This Final Order shall constitute a Final Judgment.

5 24. The Court hereby dismisses the Action (including all individual claims and
6 Released Class Claims and Settled PAGA Claims presented thereby) with prejudice, without fees
7 or costs to any party except as provided by the Settlement Agreement.

8 **IT IS SO ORDERED AND ADJUDGED.**

9
10 DATED: SEP 15 2022



HON. ERIN GUY CASTILLO
SUPERIOR COURT OF CALIFORNIA

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