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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 10 2025

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APR 11 2025

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE

DUSTIN REISCHMAN, individually, on a  
representative basis, and on behalf of all  
others similarly situated;

Plaintiff,

vs.

MERCHANTS METALS LLC, a  
Delaware Limited Liability Company; and  
DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2301910

[Assigned to Hon. Harold Hopp, Dept 1, for all  
purposes]

~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF SETTLEMENT; AND  
ENTRY OF FINAL JUDGMENT

Complaint filed: 4/13/2021

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class and PAGA Settlement Agreement and Release of Claims<sup>1</sup> (the "Settlement Agreement") came for hearing in Department 1 of the above-entitled court. The Final Approval Motion was unopposed by Defendant Merchants Metals LLC. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith,

<sup>1</sup> See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was concurrently filed on March 17, 2025.

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT

1 and the Settlement Agreement is approved. Due and adequate notice having been given to the  
2 Class, and the Court having considered the Settlement Agreement, all papers filed and  
3 proceedings had herein and all oral and written comments received regarding the proposed  
4 settlement, and having reviewed the record in this Litigation, and good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all  
7 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

8 2. The Court has jurisdiction over the subject matter over this Action, the Class  
9 Representative, the Class Members, and Defendant.

10 3. The Court finds that the distribution of the Class Notice, Objection Form, Dispute  
11 Form and Exclusion Form (collectively attached as Exhibit “A” to the Declaration of Taylor  
12 Mitzner filed on March 17, 2025), as provided for in the Order Granting Preliminary Approval  
13 for the Settlement, constituted the best notice practicable under the circumstances to all Class  
14 Members and fully met the requirements of California law and due process under the California  
15 and United States Constitution. Based on evidence and other material submitted, the actual  
16 notice to the class was adequate.

17 4. The Court finds that the instant Action presented a good faith dispute of the  
18 claims alleged, and the Court finds in favor of settlement approval.

19 5. The Released Class Claims on behalf of the Participating Class Members  
20 included: all claims stated in the Complaint and those based solely upon the facts in the  
21 Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3)  
22 failure to pay vested vacation, (4) failure to provide meal periods, (5) failure to provide rest  
23 breaks, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage  
24 statements, and (8) unfair and unlawful competition.

25 6. The Released PAGA Class included: all PAGA claims that Plaintiff alleged  
26 against the Released Parties, based on the facts stated in the relevant LWDA notice letters and  
27 only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil  
28 penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages,

1 (3) failure to pay vested vacation, (4) failure to provide meal periods, (5) failure to provide rest  
2 breaks, (6) failure to timely pay wages each period, (7) failure to timely pay wages upon  
3 separation of employment, (8) failure to provide accurate itemized wage statements, and (9) all  
4 other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code  
5 §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint.

6 7. There were no Objections and no Requests for Exclusion from the Settlement;  
7 thus, all Participating Class Members are entitled to payment pursuant to the Settlement and this  
8 Judgment. Furthermore, all Aggrieved Employees are entitled to payment pursuant to this  
9 Settlement and Judgment.

10 8. The Court approves the Settlement, as set forth in the Settlement Agreement and  
11 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The  
12 Parties are directed to perform in accordance with the terms set forth in the Settlement  
13 Agreement and this Order and Judgment.

14 9. The Parties are to bear their own costs, except as otherwise provided in the  
15 Settlement Agreement and this Order and Judgment.

16 10. For purposes of effectuating this Order and Judgment, this Court has certified the  
17 following Class: "All current and former nonexempt (hourly paid) employees employed by  
18 Defendant in California at any time during the Class Period (which is April 13, 2019, through  
19 June 2, 2024)." The Court deems this definition sufficient for purposes of California Rules of  
20 Court, Rule 3.765(a).

21 11. With respect to the Settlement Class and for purposes of approving this  
22 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable  
23 and so numerous that joinder of all members is impracticable; (b) there are questions of law or  
24 fact common to the Class Members, and there is a well-defined community of interest among the  
25 Class Members with respect to the subject matter of the Action; (c) the claims of Class  
26 Representative are typical of the claims of the Class Members; (d) the Class Representative has  
27 fairly and adequately protected the interests of the Class Members; (e) a class action is superior  
28 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of

1 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the  
2 Plaintiff in his individual and representative capacity and for the Class.

3 12. By this Order and Judgment, the Class Representative shall release, relinquish,  
4 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,  
5 by this Judgment, each of the Participating Class Members shall be deemed to have, and by  
6 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and  
7 discharged all Released Class Claims.

8 13. By this Order and Judgment, Plaintiff and the LWDA shall fully, finally, and  
9 forever release, relinquish and discharge Defendant and the Released Parties from all PAGA  
10 Released Claims, as defined in the Settlement Agreement and above.

11 14. The Settlement is not an admission of wrongdoing or violation by Defendant or  
12 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in  
13 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this  
14 Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein,  
15 nor any action taken to carry out the Settlement are, may be construed as, or may be used as an  
16 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing,  
17 or liability whatsoever.

18 15. The Gross Settlement Amount to be paid under the Settlement Agreement is  
19 \$295,000. From this amount, Class Counsel sought an award of attorney's fees of \$98,333.33,  
20 litigation expenses of \$13,845.94, a Service Award of \$10,000 to Plaintiff and Class  
21 Representative Dustin Reischman, Settlement Administrator Costs of \$6,500 to Phoenix  
22 Administration, and \$25,000 to PAGA Penalties (with 75% [\$18,750] to the LWDA and 25%  
23 [\$6,250] to the Aggrieved Employees. Defendant does not oppose these requests. The Court  
24 finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set  
25 forth below from the Settlement Amount:

- 26 A. \$98,333.33 to Class Counsel for attorneys' fees;  
27 B. \$13,845.94 to Class Counsel for costs/expenses;  
28 C. \$10,000 to Class Representative Dustin Reischman as a Service Award;

- 1 D. \$6,500 to the Settlement Administrator, Phoenix Settlement  
2 Administrators;  
3 E. \$18,750 to the LWDA;  
4 F. \$6,250 to the Aggrieved Employees;  
5 G. \$44,470 Credit for Prior Payments made by Defendant;  
6 H. After deducting the foregoing payments from the Settlement Amount, the  
7 remainder shall form the Net Settlement Amount payable to the  
8 Participating Class Members as set forth in the Settlement Agreement and  
9 as calculated by the Settlement Administrator.

10 16. Defendant is directed to fund the Settlement Amount in accordance with the  
11 Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed  
12 to calculate the Participating Class Member's Individual Settlement Payments from the Net  
13 Settlement Amount, as well as the Aggrieved Employees individual payment, and issue all  
14 payments within in accordance with the Settlement Agreement and the timeline set forth below:

|                                     |                                                                                                                                                                                             |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15 The date this Order is entered   | The Effective Date occurs.                                                                                                                                                                  |
| 16 15 days after the Effective Date | Defendant is directed to issue the Settlement Amount to<br>17 the Settlement Administrator, plus Defendant's share of<br>18 payroll taxes, but minus amount of Prior Payments made.         |
| 19 10 days after receipt of Payment | Settlement Administrator to issue all payments.                                                                                                                                             |
| 20 180 days after payment is issued | Deadline for Participating Class Members and Aggrieved<br>21 Employees to cash checks.                                                                                                      |
| 22 November 13, 2026                | Counsel to file a declaration from the Settlement<br>23 Administrator setting forth the disbursements that were<br>24 actually made, including the status of issuing any<br>uncashed funds. |
| 25 November 20, 2026                | Final Report Hearing re: status of funding.                                                                                                                                                 |

26 17. The envelope transmitting the settlement checks shall bear the notation "YOUR  
27 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the  
28 settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement

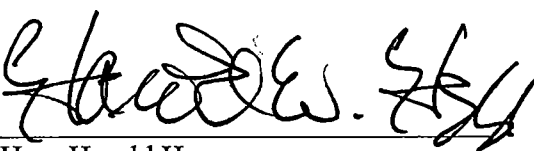
1 Administrator shall include a Notice of Entry of Judgment to all Class Members either on a  
2 postcard or as a detachable portion of the check for the Participating Class Members, noting the  
3 following: "Please be advised that on [INSERT DATE] the Superior Court of California for the  
4 County of Riverside entered Judgment in the case entitled *Reischman v. Merchants Metals LLC.*,  
5 Case No. CVRI2301910, on behalf of the Participating Class Members (which includes ""All  
6 current and former nonexempt (hourly paid) employees employed by Defendant in California at  
7 any time during the Class Period (which is April 13, 2019, through June 2, 2024."").

8 18. Participating Class Members and Aggrieved Employees shall have 180 days to  
9 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a  
10 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail  
11 a reminder postcard within 10 days thereafter and provide the Participating Class Member with  
12 the deadline to cash the check. If any check that is issued to a current employee of Defendant is  
13 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is  
14 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the  
15 Defendant to have the check(s) delivered to the Participating Class Member at their place of  
16 employment. In the event that a Participating Class Members and/or Aggrieved Employees does  
17 not negotiate his/her check within this time period, the check will be canceled. The value of the  
18 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash  
19 a settlement check shall be issued to the California State Controller in the name of the Class  
20 Member and/or Aggrieved Employee.

21 19. This document shall constitute a Judgment for purposes of California Rule of  
22 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the  
23 Class Representative, the Class Members, and Defendant for the purposes of supervising the  
24 implementation, enforcement, construction, administration, and interpretation of the Settlement  
25 Agreement and this Judgment.

26 IT IS SO ORDERED.

27 Dated: 4/19/25

28   
Hon. Harold Hopp