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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 DUSTIN REISCHMAN, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.
15

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

18 Defendants.
19

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

20 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
21 forth in the Class and PAGA Settlement Agreement and Release of Claims¹ (the “Settlement
22 Agreement”) came for hearing in Department 1 of the above-entitled court. The Final Approval
23 Motion was unopposed by Defendant Merchants Metals LLC. Having considered the Final
24 Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly
25 before the Court and having conducted an inquiry pursuant to California Rules of Court, rule
26 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith,
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28 ¹ 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.

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

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

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

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

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

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

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

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

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

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

17. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the 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: _____

28 _____
Hon. Harold Hopp