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

18 Defendants.
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Case No.: CVRI2301910
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

[PROPOSED] ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;**
- 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) **DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having reviewed the Class and PAGA Settlement Agreement and Release of Claims (the
2 “Settlement Agreement” or “S.A.”), which is attached as Exhibit A to the Declaration of Brian
3 Mankin in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement
4 filed on November 5, 2024, between Plaintiff Dustin Reischman (“Plaintiff”) and Defendant
5 Merchants Metals LLC (“Defendant”) (Plaintiff and Defendant shall collectively be referred to
6 as “Parties”), as well as the Memorandum of Points and Authorities in Support of the Unopposed
7 Motion for Preliminary Approval of Class Action Settlement, the documents submitted in
8 support of the motion, and all supporting legal authorities and documents, IT IS HEREBY
9 ORDERED:

10 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
11 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
12 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
13 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
14 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
15 arms-length negotiations conducted after the Parties adequately investigated and became familiar
16 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
17 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

18 2. For settlement purposes only, the Court finds that the proposed Class is
19 ascertainable and that there is a sufficiently defined community of interest among the Class
20 Members in questions of law and fact. The Court certifies the following Class, for settlement
21 purposes only:

22 All current and former nonexempt (hourly paid) employees
23 employed by Defendant in California during the Class Period
24 (which is April 13, 2019, through June 2, 2024).

25 3. Additionally, the “Aggrieved Employee(s)” are defined to include: “all current
26 and former nonexempt (hourly paid) employees employed by Defendant in California during the
27 PAGA Period (which is April 13, 2022, through June 2, 2024).”
28

1 4. The class action settlement set forth in the Settlement Agreement between
2 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the
3 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only
4 to any objections that may be raised at the Final Approval Hearing.

5 5. For settlement purposes only, the Court appoints Plaintiff Dustin Reischman as
6 Class Representative, and Brian Mankin and Peter Carlson as Class Counsel.

7 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
8 Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement
9 Agreement, including but not limited to paragraphs 61 to 73. The Settlement Administrator shall
10 file a declaration concurrently with the Motion for Final Approval, authenticating a copy of
11 every Objection Form and Exclusion Form received by the Settlement Administrator.
12 Furthermore, in the event of a continuance of the hearing of the motion for final approval, the
13 Settlement Administrator must give notice of such continuance to any objecting party.

14 7. The Court approves, as to form and content, the Class Notice, Exclusion Form,
15 Objection Form, and Dispute Form (attached hereto as Exhibits A, B, C, and D, respectively)
16 that the Class Members may use. The Court further finds the Class Notice, Exclusion Form,
17 Objection Form and Dispute Form fairly apprise the Class Members of the terms of the proposed
18 settlement and of their options in connection with the settlement.

19 8. Class Members who wish to request exclusion, object to the Settlement or dispute
20 Weeks Worked via the Exclusion Form and/or Objection Form and/or Dispute Form are directed
21 to mail the appropriate form above to the Settlement Administrator (and not to the Court) within
22 the time periods set forth in the Class Notice.

23 9. The Settlement Administrator is directed to mail the Notice, Request for
24 Exclusion Form, Objection Form, and Dispute Form by first class mail to the Class Members in
25 English in accordance with the Settlement Agreement and schedule set forth below.

26 10. The Court finds that the deadlines and method set forth in the Settlement
27 Agreement for the mailing of the Notice and related forms described herein meet the
28 requirements of due process, provide the best notice practicable under the circumstances,

constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law.

11. The Court directs the Administrator to perform address verification measures and mail the Notice by first class mail to the Class Members (in English) not later than 10 days after it receives the “Class Data” as defined in the Settlement Agreement and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office in the name of the Class Member, as set forth in the Settlement Agreement.

14. The following dates shall govern for purposes of this settlement:

December 2, 2024	Preliminary Approval (PA) hearing
December 26, 2024	<u>24 days after PA</u> : Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
February 10, 2024	<u>45 days after mailing Notice</u> : Deadline for Class Members to submit Requests for Exclusion, Disputes and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff’s Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: _____ Time: _____	<u>Approx. 120 days after PA</u> : Final Approval Hearing

1 15. A final approval hearing shall be held in this Court on the date and time above to
2 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be
3 finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class
4 Counsel; and (3) the amount of the Service Payment to the Class Representative.

5 16. Neither this Order, the Settlement Agreement, nor any document referred to
6 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
7 may be construed as, or may be used by Plaintiff or the Class Members in this Action as an
8 admission by or against Defendant or any of the other Released Parties (as that term is defined in
9 the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

10 17. The Court may, for good cause shown, extend any of the deadlines set forth in
11 this Order. If any Class Member submits an objection to the settlement and the Final Approval
12 Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give
13 notice of the new hearing date to the objecting party; and

14 18. In the event that the Settlement Agreement does not receive final approval or the
15 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
16 shall be vacated.

17
18 Date: _____

Honorable Harold Hopp

EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Reischman v. Merchants Metals LLC

(Riverside County Superior Court, Case No. CVRI2301910)

The Riverside County Superior Court authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit filed by Dustin Reischman (“Plaintiff” or “Class Representative”) against Defendant Merchants Metals LLC (“Defendant”) for alleged violations of the California Labor Code (the “Action”). (Plaintiff and Defendant shall be collectively referred to as the “Parties”).

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of all Class Members, who are defined as "all current and former nonexempt (hourly paid) employees employed by Defendant in California during the Class Period (which is April 13, 2019, through June 2, 2024); and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, who are defined as "all current and former nonexempt (hourly paid) employees employed by Defendant in California during the PAGA Period (which is April 13, 2022, through June 2, 2024). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[*CLASS MEMBER NAME*] [*ID/CONTROL NUMBER*]

Calculations and Data Points for Estimated Individual Class Payment		
Weeks Worked during Class Period	Prior Payment Received (if any)	Estimated Individual Class Payment
INSERT	INSERT	INSERT

Calculations and Data Points for Estimated Individual PAGA Payment	
Weeks Worked during PAGA Period	Estimated Individual PAGA Payment
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.) If you believe that you worked more weeks during the periods than are shown in the chart above, you can submit a challenge by **DATE, 2024** (“**Response Deadline**”). See **Section 4** of this Notice.

In granting preliminarily approval of the proposed Settlement and approving this Notice, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to

give up their rights to assert certain claims against Defendant.

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below .
EXCLUDE YOURSELF	If you do not wish to participate in the proposed Settlement of the Class Claims, you may “opt-out” of the Settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion form by [REDACTED], 2024 (see Section 6 below for more details on how to opt-out). If you opt-out, you will no longer be a participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection Form stating why you object to the settlement by [REDACTED], 2024 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to Phoenix Settlement Administrators (the “Settlement Administrator”), a third party responsible for sending this Notice. (see Section 4 for more details on how to submit a Dispute Form). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: [REDACTED], 2024 TIME: 8:30 A.M.	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is an employee of Defendant. The Action accuses Defendant of violating California labor laws due to the alleged: failure to pay minimum and overtime wages, failure to pay vested vacation, failure to provide meal periods and rest breaks, failure to timely pay wages upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits, and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$295,000 as the gross settlement amount (the “Settlement Amount”). Defendant has agreed to pay a total Settlement Amount of \$295,000, and this amount includes a credit for \$44,420 in “Prior Payments” made by Defendant (“Prior Payments” refers to the amount paid by Defendant to Class Members in order to obtain settlement agreements and releases from certain Class Members relating to claims alleged in this Action). Defendant will deposit the Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative’s Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount not more than fifteen (15) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third (1/3) of the Settlement Amount to Class Counsel for attorneys' fees, plus reasonable costs and expenses, not to exceed \$25,000. To date, Class Counsel have worked incurred expenses on the Action without payment.

B. Up to \$10,000 to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel, and representing the Class. The Service Payments will be the only monies the Plaintiff will receive other than his Individual Class Payment and any Individual PAGA payment.

C. \$6,500 to the Settlement Administrator for services administering the Settlement.

D. Up to \$25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the remainder of the Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of one-third (33.33%) of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds (66.67%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the “Released Parties” (which means Defendant, together with its officers, directors, employees, and agents) based on the facts alleged in the Action for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release the Defendant and the Released Parties from “all claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to pay vested vacation, (4) failure to provide meal periods, (5) failure to provide rest breaks, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage statements, and (8) unfair and unlawful competition.” Additionally, this definition of “Released Class Claims” expressly excludes all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period.

10. Release of Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff on behalf of himself, the State of

California and the LWDA shall release the Released Parties from “all PAGA claims that Plaintiff alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to pay vested vacation, (4) failure to provide meal periods, (5) failure to provide rest breaks, (6) failure to timely pay wages each period, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint.”

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, (b) multiplying the result by each Participating Class Members’ Weeks Worked, and (c) if applicable, reducing the Individual Class Payment by any Prior Payment received by the Class Member (but in no instance shall the offset from the Prior Payment cause an Individual Class Payment to drop below \$50.00).

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendant’s records, are stated in the tables on page 1 of this Notice. You have until **INSERT DATE** (the “Response Deadline”) to dispute the number of Workweeks credited to you by mailing the enclosed Dispute Form to the Settlement Administrator on or before [INSERT DATE 45 Days After Mailing]. Section 9 of this Notice has the Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant’s calculation of weeks worked based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant’s Counsel. The Settlement Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and qualified Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members/Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the “Response Deadline” is DATE, 2024**). Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2)

will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2024, at ____ a.m./p.m., the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the enclosed Request for Exclusion Form, Dispute Form, or Objection Form, or the Settlement itself, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice and request for Exclusion, Objection, and Dispute Forms be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on November 5, 2024 and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2301910) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel	Settlement Administrator
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

EXHIBIT “B”

REQUEST FOR EXCLUSION FORM

Reischman v. Merchants Metals LLC

(Riverside County Superior Court, Case No. CVRI2301910)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Reischman v. Merchants Metals LLC* (Riverside Superior Court Case No. CVRI2301910). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and give up my rights to pursue the Released PAGA Claims even if I exclude myself.

Signed on _____, 2024

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name

Mailing Address

Telephone Number

EXHIBIT “C”

OBJECTION FORM

Reischman v. Merchants Metals LLC

(Riverside County Superior Court, Case No. CVRI2301910)

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Reischman v. Merchants Metals LLC* (Riverside Superior Court Case No. CVRI2301910) on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2024
[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name
Mailing Address
Telephone Number

EXHIBIT “D”

DISPUTE FORM

Reischman v. Merchants Metals LLC

(Riverside County Superior Court, Case No. CVRI2301910)

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

The following charts are based on the records of Defendant Merchants Metals LLC and reflect the number of weeks worked for Defendant in California as a nonexempt (hourly paid) during the applicable periods, along with the amount of “Prior Payment” you received from Defendant (if any) in connection with a prior settlement agreement and release of claims.

<i>Data Points for Calculations of Individual Class Payment</i>	
Weeks Worked from 4/13/2019 to 6/2/2024	INSERT
Prior Payment received from Defendant	INSERT

<i>Data Points for Calculations of Individual PAGA Payment</i>	
Weeks Worked from 4/13/2022 to 6/2/2024	INSERT

DO YOU DISAGREE WITH ANY OF THE INFORMATION ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM.

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. Similarly, if you dispute the amount of Prior Payment received, please state all facts supporting your position and attached copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination as to these issues.

Signed on _____, 2024

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

<u>Settlement Administrator:</u>
Name Mailing Address Telephone Number