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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.

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

NOV 07 2022

E. Escobedo

Case No.: RIC2001625

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

**~~PROPOSED~~ ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

Hearing Date: November 7, 2022

Hearing Time: 8:30 a.m.

Dept.: 10

Complaint Filed: June 12, 2020

Trial Date: None Set

**~~PROPOSED~~ ORDER**

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**[PROPOSED] ORDER**

The Motion of Plaintiffs ARTURO MARTINEZ, DONNY ADAME, and ANTHONY WELLINGTON (collectively "Plaintiffs") for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came regularly for hearing before this Court on November 7, 2022. For purposes of the Order, the Court adopts all defined terms as set forth in the Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement"), attached as Exhibit 2 to the Supplemental Declaration of Heather Davis in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court, having considered the proposed Settlement Agreement; having considered Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing. All terms used herein shall have the same meaning as defined in the Settlement Agreement. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following settlement Class:

All current and former hourly-paid, non-exempt employees of Merit Logistics, LLC who were employed by Merit Logistics, LLC in the state of California at any time between June 12, 2016, and July 23, 2022.

2. For purposes of the Settlement only, the Court designates Plaintiffs Arturo Martinez, Donny Adame, and Anthony Wellington as the Class Representatives, and designates Heather Davis and Amir Nayebdadash of Protection Law Group, LLP, and Edwin Aiwarzian of Lawyers for Justice, PC as Class Counsel.

3. The Court designates Phoenix Settlement Administrators as the third-party

1 Settlement Administrator.

2 4. The Parties are ordered to implement the settlement according to the terms of the  
3 Settlement Agreement.

4 5. The Court approves, as to form and content, the proposed Notice of Class Action  
5 Settlement ("Notice") attached as Exhibit A to this Order.

6 6. The Court approves, as to form and content, the Objection Form attached as  
7 Exhibit B to this Order. Any Objection Form shall be submitted to the Settlement Administrator  
8 rather than filed with the Court.

9 7. The Court approves, as to form and content, the Request for Exclusion from the  
10 settlement ("Request for Exclusion Form") attached as Exhibit C to this Order. Any Request for  
11 Exclusion Form shall be submitted to the Settlement Administrator rather than filed with the  
12 Court.

13 8. The Court approves, as to form and content, the Workweek Dispute Form attached  
14 as Exhibit D to this Order. Any Workweek Dispute Form shall be submitted to the Settlement  
15 Administrator rather than filed with Court.

16 9. The Class Notice, Objection Form, Request for Exclusion Form, and Workweek  
17 Dispute Form are collectively referred to herein as "Notice Packet".

18 10. The Court finds that the form of notice to the Class regarding the pendency of the  
19 Action and of the Settlement, the dates selected for mailing and distribution, and the methods of  
20 giving notice to members of the Class, satisfy the requirements of due process, constitute the best  
21 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all  
22 members of the Class. The form and method of giving notice complies fully with the requirements  
23 of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of  
24 Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable  
25 law.

26 11. The Court further approves the procedures for Class Members to request to be  
27 excluded from or object to the Settlement, as set forth in the Notice Packet and the Settlement  
28 Agreement. The procedures and requirements for filing objections in connection with the final

1 fairness hearing are intended to ensure the efficient administration of justice and the orderly  
2 presentation of any Class Member's objection to the Settlement, in accordance with the due  
3 process rights of all Class Members.

4 12. The Court directs the Settlement Administrator to mail the Notice Packet to the  
5 members of the Class in accordance with the terms of the Settlement.

6 13. The Notice Packet shall provide 60 calendar days' notice for Class Members to  
7 submit the Objection Form, Request for Exclusion Form, or Workweek Dispute Form.

8 14. The Settlement Administrator shall file a declaration concurrently with the filing  
9 of Plaintiffs' Motion for Final Approval, authenticating a copy of every Request for Exclusion  
10 Form and Objection Form received by the Settlement Administrator.

11 15. The hearing on Plaintiffs' Motion for Final Approval of Settlement on the question  
12 of whether the Settlement should be finally approved as fair, reasonable, and adequate is  
13 scheduled in Department 10 of this Court, located at 4050 Main Street, Riverside 92501, on  
14 \_\_\_\_\_ at \_\_\_\_\_ a.m. / p.m.

15 16. Should there be a continuance of the hearing on the Motion for Final Approval,  
16 the Settlement Administrator shall give notice of the continued hearing date to any objecting  
17 party.

18 17. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement  
19 should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment  
20 granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application  
21 for Class Representative Incentive Payments, settlement administration costs, and Class  
22 Counsel's attorneys' fees and costs, should be granted.

23 18. Counsel for the Parties shall file memoranda, declarations, or other statements and  
24 materials in support of their request for final approval of Plaintiffs' application for Class  
25 Representative Incentive Payments, settlement administration costs, Class Counsel's attorneys'  
26 fees and costs, prior to the hearing on Plaintiffs' Motion for Final Approval of Settlement  
27 according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

28 19. An implementation schedule is below:

Event	Date
Defendants to provide class contact and tax rate information to the Settlement Administrator no later than:	November 21, 2022 [14 days following preliminary approval]
Settlement Administrator to mail the Notice to the Class no later than:	November 28, 2022 [7 days following provision of contact information]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	January 27, 2023 [60 calendar days after mailing of the Notice of Settlement]
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	
Hearing on Motion for Final Approval of Settlement: [suggested date: March 24, 2023]	3/24/23 8:30 AM at 10

20. Pending the Final Fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

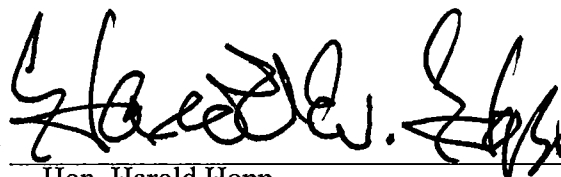
21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

**IT IS SO ORDERED.**

DATED:

11/7/22

By:



Hon. Harold Hopp  
JUDGE OF THE SUPERIOR COURT

# **Exhibit A**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

***Martinez, et al. v. Merit Logistics, LLC***

Riverside County Superior Court, Case No. RIC2001625

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**To: All current and former hourly-paid employees of Merit Logistics, LLC who were employed by Merit Logistics, LLC in the state of California at any time between June 12, 2016, and July 23, 2022.**

### **BASIC INFORMATION**

#### **1. What Is This Settlement About?**

Plaintiff Donny Adame filed a lawsuit under the Private Attorneys General Act of 2004 ("PAGA") against Defendant Merit Logistics, LLC ("Defendant") on April 2, 2020 in the Orange County Superior Court, Case No. 30-2020-01139891-CU-OE-CXC (the "*Adame* PAGA Action"). Plaintiff Anthony Wellington filed a lawsuit, including claims under the PAGA, against Defendant on June 2, 2020 in the Orange County Superior Court, Case No. 30-2020-01141628-CU-OE-CXC (the "*Wellington* PAGA Action"). Plaintiff Arturo Martinez filed a class action lawsuit against Defendant on June 12, 2020, currently pending in the Riverside County Superior Court, Case No. RIC2001625 (the "*Martinez* Class Action"). On August 10, 2020, Plaintiff Martinez amended his complaint to add a cause of action under PAGA. Together, the *Adame* PAGA Action, the *Wellington* PAGA Action, and the *Martinez* Class Action are referred to in this notice as "the Lawsuit".

On August 9, 2022, a Second Amended Complaint was filed in the *Martinez* Class Action to consolidate the plaintiffs and claims in the Lawsuit. The Second Amended Complaint is the operative Complaint in the Lawsuit. Plaintiffs Donny Adame, Anthony Wellington, and Arturo Martinez are collectively referred to as the "Plaintiffs".

The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to PAGA. The Lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, penalties and restitution. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit.

#### **2. Why Is This A Class Action?**

In a class action, one or more people called the Class Representative (in this case, Arturo Martinez, Donny Adame, and Anthony Wellington) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Riverside County Superior Court ("Court") is in charge of this class action.

### 3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the agreement entitled “Amended Joint Stipulation of Class Action and PAGA Settlement” (also referred to as “Agreement” or “Settlement”).

On [date of preliminary approval], the Court granted preliminary approval of the Settlement, appointed Plaintiffs Arturo Martinez, Donny Adame, and Anthony Wellington as the Class Representatives, and appointed their attorneys at Protection Law Group, LLP and Lawyers for Justice, PC as the lawyers for the Class (“Class Counsel”). The Class Representatives and Class Counsel think the Settlement is best for the Class.

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 hearing on [DATE].

### WHO IS IN THE SETTLEMENT?

#### 4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid employee in the state of California at any time between June 12, 2016, and July 23, 2022 (the “Class Period”).

You are part of the Settlement, and a PAGA Member, if you were employed by Defendant as an hourly-paid employee in the state of California at any time between December 27, 2018, and July 23, 2022 (the “PAGA Period”).

### THE SETTLEMENT BENEFITS—WHAT YOU GET

#### 5. What Does The Settlement Provide?

The Settlement provides that Defendant will pay a maximum amount of Two Million Eight Hundred Twenty-Five Thousand Dollars (\$2,825,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or \_\_\_\_\_ Dollars (\$\_\_\_\_\_);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Fifty Thousand Dollars (\$50,000.00);
- C. **Class Representative Incentive Payments to the Plaintiffs** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each for Plaintiffs Martinez, Adame, and Wellington (total of \$22,500.00);
- D. **Settlement Administration Costs** in an amount not to exceed Twenty Thousand Dollars (\$20,000.00); and



- E. **PAGA Payment** in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$187,500.00) shall be paid to the Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of this amount (\$62,500.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your "Individual Settlement Payment", will be determined proportionally based on the number of weeks you worked in California as an hourly-paid employee of Defendant's between June 12, 2016, and July 23, 2022 ("Workweeks").

"Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment. Individual Settlement Payments shall be paid by a Settlement Check made payable to participating Class Members and/or PAGA Members.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member's settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee's wages and will be reported on an IRS Form 1099.

**You worked XXX Workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid Requests for Exclusion Forms submitted, if any, required tax withholdings, and the terms of the Court's final order approving the Settlement.**

This Amount was determined based on Defendant's records of your employment between June 12, 2016, and July 23, 2022, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, please fill out the form entitled "Workweek Dispute Form" included with this Notice and provide any documentation you have supporting such dispute by [Response Deadline]. All disputes regarding your Workweeks will be resolved and decided by the Settlement Administrator subject to review by the Court. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

### 6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

### 7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the

Settlement, Class Members who do not submit a timely, valid Request for Exclusion Form will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant Merit Logistics, LLC, together with its officers, directors, employees, and agents.

The "Released Class Claims" include all claims stated in the operative Complaint (Second Amended Complaint), and those claims based upon the facts alleged in the operative Complaint, in the Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; and (vii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative Complaint against the Released Parties. The Release Class Claims shall be limited to those claims that arose during the Class Period.

The "Class Period" during which the release of Released Class Claims pertains is from June 12, 2016, and July 23, 2022.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released PAGA Claims during the PAGA Period with respect to all of the Released Parties irrespective of whether a Class Member submits a Request for Exclusion Form.

The "Released PAGA Claims" means any and all PAGA claims under the California Labor Code Private Attorneys General Act of 2004 based on the facts alleged in the PAGA notices submitted by Plaintiffs to the LWDA, and to the extent that they were pled in the operative Complaint (Second Amended Complaint) in the Action during the PAGA Period.

The "PAGA Period" during the which the release of the Released PAGA Claims pertain is from December 27, 2018, and July 23, 2022.

### **EXCLUDING YOURSELF FROM THE RELEASED CLASS CLAIMS**

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit the "Request for Exclusion Form" accompanying this Notice. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated proportionate share of the PAGA Payment because the Request for Exclusion Form does not apply to the PAGA claims.

#### **8. How Can I Not Participate In The Settlement?**

To exclude yourself from the release of Released Class Claims you must sign and return the form entitled "Request for Exclusion Form" that was included with this Notice. You must complete all information on the Request for Exclusion Form or submit a separate written request for exclusion that includes your name, address, signature, and the last four digits of your social security number and/or Employee ID number. Any request for exclusion, whether the Request for Exclusion Form or separate written request, must include a statement that you do not wish to be included in the Lawsuit similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Martinez v. Merit Logistics, LLC*. I understand that by excluding myself I will not receive money from the class portion of the Settlement."

Your Request for Exclusion Form or separate written request for exclusion must be mailed to the Settlement

Administrator at the address listed below, post-marked by [Response Deadline]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released PAGA Claims).

If you ask to be excluded, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims (except for Released PAGA Claims).

#### **9. If I Don't Exclude Myself, Can I Sue Defendant For The Same Thing Later?**

No. Unless you submit the Request for Exclusion Form or separate written request for exclusion, you give up the right to sue Defendant and the other Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

#### **10. If I Exclude Myself, Can I Get Money From This Settlement?**

No. You will not receive money from the Net Settlement Amount. If you worked between December 27, 2018, and July 23, 2022 you will still receive a share of the PAGA Payment as a request for exclusion does not apply to the PAGA claims.

### **THE LAWYERS REPRESENTING THE PROPOSED CLASS**

#### **11. Do I Have A Lawyer In This Case?**

The Court has approved PROTECTION LAW GROUP, LLP and LAWYERS *for* JUSTICE, PC as Class Counsel. The firms' contact information are as follows:

##### **PROTECTION LAW GROUP, LLP**

Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
237 California Street  
El Segundo, California 90245  
Telephone: (424) 290-3095  
Facsimile: (866) 264-7880

##### **LAWYERS *for* JUSTICE, PC**

Edwin Aiwazian, Esq.  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
(818)265-1020

Class Counsel will ask the Court for attorneys' fees of up to \$[35% of the Gross Settlement Amount] and reimbursement of litigation cost/expenses of up to \$50,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

### **OBJECTING TO THE SETTLEMENT**

You can object to the Settlement or some part of it.

### **12. How Do I Tell The Court If I Don't Like The Settlement?**

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [Response Deadline]. An objection form entitled "Objection Form" is included with this Notice for you to use. Your Objection Form must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All Objection Forms shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted the Objection Form.

### **13. What Is The Difference Between Objecting And Excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object or submit the Objection Form because the case no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

### **14. When And Where Will The Court Decide Whether To Approve The Settlement?**

The Court will hold the Final Approval Hearing at [ ] a.m./p.m. on [ ], at the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501 in Department 10.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

### **15. Do I Have To Come To The Hearing?**

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

### **16. How Will I Learn If The Settlement Was Approved?**

A notice of final judgment will be posted on the Settlement Administrator's website located at [www.\[ \].com](http://www.[ ].com).

## **IF YOU DO NOTHING**

### **17. What Happens If I Do Nothing At All?**

If you do nothing, you will receive your Individual Settlement Payment, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against

Defendant or the other Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your Individual Settlement Payment check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

## **GETTING MORE INFORMATION**

### **18. How Do I Get More Information?**

This notice summarizes the proposed Settlement. More details are in the Agreement. You can get a copy of the Agreement by viewing the Settlement located on the Settlement Administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or by contacting the Settlement Administrator or Class Counsel.

The Settlement Agreement is also attached to the Supplemental Declaration of Heather Davis in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as Exhibit 2. This document was filed on \_\_\_\_\_ and may be viewed at the Riverside Superior Court located at 4050 Main Street, Riverside, California 92501 or online on the Court's website: <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379> and purchasing this document from the Court's docket.

## **WHAT IF MY INFORMATION CHANGES?**

### **19. What If My Contact Information Changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of your Individual Settlement Payment or communications regarding the Lawsuit. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR  
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**



# **Exhibit B**

***Martinez, et al. v. Merit Logistics, LLC***  
Riverside County Superior Court, Case No. RIC2001625

**OBJECTION FORM**

**INSTRUCTIONS:** If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form to the Settlement Administrator at the address listed below. Please state each reason for your objection and any legal support for your objection. You must sign and complete this Objection Form accurately and its entirety. You must mail this form to the Settlement Administrator at the address below so that it is postmarked on or before [Response Deadline].

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims, unless the Court does not approve the Settlement. You cannot object to the Settlement if you request to be excluded from the Settlement. You may come to the Final Fairness Hearing and be heard even if you do not complete this form.

**1. CONTACT INFORMATION**

Name: \_\_\_\_\_  
Home Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Social Security Number or Employee ID Number: \_\_\_\_\_

**2. REASON FOR OBJECTION**

Please state each reason you do not like the Settlement and any legal support for your objection:

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Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Class Member

\_\_\_\_\_  
Print Name

# **Exhibit C**



***Martinez, et al. v. Merit Logistics, LLC***  
Riverside County Superior Court, Case No. RIC2001625

**REQUEST FOR EXCLUSION FORM**

**IF YOU COMPLETE THIS FORM, YOU WILL NOT RECEIVE YOUR SHARE OF  
YOUR INDIVIDUAL SETTLEMENT PAYMENT UNDER THE CLASS SETTLEMENT**

**DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE  
CLASS SETTLEMENT**

**To Be Excluded From The Class Settlement, This Request For Exclusion Form Must Be Signed And  
Mailed To The Settlement Administrator Via U.S. Mail Postmarked On Or Before [Response Deadline]**

<<Claim Number>> \_\_\_\_\_

<<Name>> \_\_\_\_\_

<<Address>> \_\_\_\_\_

<<City>>, <<State>> <<Zip Code>> \_\_\_\_\_

**INSTRUCTIONS**

**If you do not want to participate in the Lawsuit and Class Settlement**, you may exclude yourself from the Class Settlement. If you exclude yourself from the Lawsuit and the Class Settlement, (a) you will have no right to receive your share of your Individual Settlement Payment under the Class Settlement in the Lawsuit; (b) you will not be bound by the terms of the Released Class Claims; and (c) you will have no right to object to the Settlement and be heard at the Final Fairness Hearing.

If you were employed as an hourly-paid employee of Merit Logistics, LLC between December 27, 2018, and July 23, 2022, you will still receive your share of penalties arising under the Private Attorneys General Act ("PAGA") because the Request for Exclusion Form does not apply to the PAGA claims. However, you will not receive your share of the Settlement for the Class claims.

To be excluded, you must fill out all information in the section below, sign, and return this Request for Exclusion Form to the Settlement Administrator at the address below. To be timely, your Request for Exclusion Form must be postmarked **on or before [Response Deadline]**.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

**REQUEST FOR EXCLUSION SIGNATURE**

By signing this Request for Exclusion Form, I hereby exclude myself of the Lawsuit and Class Settlement reached in the matter of *Martinez, et al. v. Merit Logistics, LLC*. By signing this Request for Exclusion Form, I understand that I will not receive money from the Class portion of the Settlement, and I will have no right to object to the Settlement and be heard at the Final Fairness Hearing.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Last Four Digits of Social Security Number or Employee ID Number: \_\_\_\_\_

# **Exhibit D**

***Martinez, et al. v. Merit Logistics, LLC***  
Riverside County Superior Court, Case No. RIC2001625

**WORKWEEK DISPUTE FORM**

**INSTRUCTIONS:** You have been identified as a member of the Settlement Class described in the Notice of Proposed Class Action Settlement that was sent to you with this Workweek Dispute Form. This Workweek Dispute Form can be used to update your contact information, or to dispute your total workweeks according to Defendant Merit Logistics, LLC's records ("Defendant").

If the information contained on this Workweek Dispute Form is correct, you DO NOT need to take any action at this time and you will automatically be sent your Individual Settlement Payment after the Settlement is approved.

If the contact information contained in this form is incorrect, or if you believe the number of workweeks reported in Defendant's records is inaccurate, you must complete, sign, and return this Workweek Dispute Form, along with documents supporting your dispute, to the Settlement Administrator at:

[Settlement Administrator]  
[Address]  
[Telephone No.]  
[Fax No.]

**ALL WORKWEEK DISPUTE FORMS MUST BE POSTMARKED NO LATER THAN [RESPONSE DEADLINE].**

**1. CURRENT CLASS MEMBER INFORMATION CORRECTED INFORMATION**

<<Name>> \_\_\_\_\_  
<<Address>> \_\_\_\_\_  
<<City>>, <<State>> <<Zip Code>> \_\_\_\_\_  
<<Last 4 Digits of Social Security No.>> \_\_\_\_\_

If any of the information above is incorrect, please provide the corrected information in the space provided and return this form to the Settlement Administrator at the address listed above before **[RESPONSE DEADLINE]**.

**2. REPORTED WORKWEEKS**

According to Defendant's records, you performed work for Defendant in California as an hourly-paid employee for a total of **«Work\_Weeks»** workweeks during the time period between June 12, 2016, and July 23, 2022. Based on this figure, the Settlement Administrator has preliminarily calculated your Individual Settlement Payment due under the Settlement to be approximately \$**«Total Settlement Amount»**. This figure could change depending on whether any Class Members excluded themselves from the Settlement, approval of other payments by the Court, and required tax withholdings.

If the information in Section 2 is accurate, you do NOT need to take any action at this time and will automatically be sent your Individual Settlement Payment.

If you believe that the information in this Section 2 is inaccurate, please check the box below, write in the number of Workweeks you believe you worked for Defendant in California as an hourly-paid employee between June 12, 2016, and July 23, 2022, sign and date this form where indicated below, and return this completed form to the Settlement Administrator, along with any documents that support your dispute. If you do not provide any

***Martinez, et al. v. Merit Logistics, LLC***  
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**WORKWEEK DISPUTE FORM**

documents supporting your dispute, the number of workweeks reported in Defendant's records will be presumed correct and your challenge will be rejected by the Settlement Administrator.

- ☐ I wish to challenge the total number of workweeks reported above. I believe that I worked \_\_\_\_\_ workweeks for Merit Logistics, LLC between June 12, 2016, and July 23, 2022. I have included any documentary evidence that supports my claim, and I recognize that my claim will not be reviewed without such statement or evidence being provided. I understand that by submitting this challenge, I authorize the parties to review and make a determination based on Merit Logistics, LLC's records and the records/statement I submitted. I understand that this determination may increase or decrease the amount of my Individual Settlement Payment. I understand that such determinations are final and binding, with no opportunity for further appeal.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Class Member

\_\_\_\_\_  
Print Name

If you have any questions about completing this form, please call the Settlement Administrator at [Phone Number]. You are responsible for ensuring that the Settlement Administrator receives this form.