

Electronically Received 01/11/2023 02:20 PM

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 Ovsanna Takvoryan (SBN 217435)
5 **LAWYERS for JUSTICE, PC**
6 410 West Arden Avenue, Suite 203
7 Glendale, California 91203
8 Telephone: (818) 265-1020
9 Facsimile: (818) 265-1021

Attorneys for Plaintiff James Merrick

FILED
Superior Court of California
County of Los Angeles
01/12/2023

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAMES MERRICK, CRISTINA CARRILLO,
CINDY ESPINOZA, and DIANA LUNA
RAMIREZ, individually, and on behalf of other
members of the general public similarly situated,

Plaintiff,

vs.

NIPPON EXPRESS NEC LOGISTICS
AMERICA, INC., a Delaware Corporation; NEC
CORPORATION OF AMERICA, an unknown
business entity; RALLY MANAGEMENT
SERVICES, LLC, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: BC651044
Related to and consolidated with: BC678841

Assigned for All Purposes to:
The Hon. Lawrence P. Riff
Dept.: SSC-7

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT INVOLVING
DEFENDANT NEC CORPORATION
OF AMERICA**

Hearing Date: January 11, 2023
Time: 11:00 a.m.

Complaint Filed: February 17, 2017
Consolidated
Complaint Filed: January 31, 2018
FAC Filed: July 10, 2018
Trial Date: None Set

1 On June 20, 2022, the Court preliminarily approved the Amended Class Action Settlement
2 Agreement (“NECAM Settlement” or “NECAM Settlement Agreement”) entered between Plaintiff
3 James Merrick (“Plaintiff”) and Defendant NEC Corporation of America (“Defendant NECAM”)
4 in the following consolidated actions:

- 5 1. *Merrick v. Nippon Express NEC Logistics America, Inc.*, Los Angeles Superior Court,
6 Case No. BC651044; and
- 7 2. *Carrillo et al., v. Nippon Express NEC Logistics America, Inc.*, Los Angeles Superior
8 Court, Case No. BC678841 (collectively, “Actions”).

9 No Settlement Class Member objected to the NECAM Settlement. The Court, having
10 reviewed Plaintiff’s unopposed Motion for Final Approval of Class Action Settlement Involving
11 Defendant NEC Corporation of America (“Motion”) and the declarations and exhibits filed in
12 support thereof, and for good cause appearing, hereby orders, adjudges and decrees as follows:

- 13 1. The Motion is GRANTED.
- 14 2. The NECAM Settlement resolves the Actions in their entirety as to Defendant NECAM.
- 15 3. In accordance with the NECAM Settlement Agreement, Judgment shall be entered in the
16 Actions pursuant to the terms of the NECAM Settlement Agreement, in the amount of
17 \$250,000.00 (“Gross Settlement Fund”) plus Defendant NECAM’s share of payroll taxes
18 which shall be paid separately from and in addition to this amount.
- 19 4. For purposes of effectuating the NECAM Settlement, the Court certified a Class defined
20 as “all current and former hourly-paid or non-exempt employees who directly worked
21 for Defendant NECAM within the State of California at any time during the period from
22 February 17, 2013 continuing up to and including July 8, 2021.” (“Settlement Class” or
23 “Settlement Class Members”).
- 24 5. The class period is February 17, 2013 continuing up to and including July 8, 2021.
25 (“Class Period”).

26 ///
27 ///

- 1 6. Upon entry of the Judgment, the Settlement Administrator shall disburse the following
2 amounts from the Gross Settlement Fund of \$250,000.00:
- 3 a. \$8,500.00 shall be paid to Plaintiff Merrick as a Class Representative Service
4 Award;
- 5 b. \$3,750.00 shall be paid to Phoenix Settlement Administrators for settlement
6 administration expenses;
- 7 c. \$87,500.00 shall be paid to Class Counsel, Lawyers *for* Justice, PC, for attorneys’
8 fees; and
- 9 d. \$8,211.28 shall be paid to Class Counsel, Lawyers *for* Justice, PC, for
10 reimbursement of actual litigation costs and expenses.
- 11 7. The remaining amount (“Net Settlement Fund”) will be distributed to Settlement Class
12 Members as set forth in the NECAM Settlement Agreement.
- 13 8. All Individual Settlement Payment checks shall be negotiable for 180 days from the
14 date of mailing. The Settlement Administrator shall distribute the funds, including
15 any unpaid cash, or remaining residue, including interest, and unclaimed or abandoned
16 funds, from this settlement to Legal Aid at Work.
- 17 9. **Release of Class Claims by Plaintiff and Class Members:** Upon Defendant’s
18 funding of the Settlement, and except as to rights or claims as may be created by the
19 Settlement Agreement, all members of the Settlement Class will be deemed to have
20 fully and finally released and discharged Defendant NECAM and its present and
21 former parent companies, subsidiaries, as well as their shareholders, officers,
22 directors, employees, successors, and assigns, but excluding Nippon Express NEC
23 Logistics America, Inc. (the “Released Parties”) from the any and all claims, debts,
24 wages, liabilities, demands, obligations, penalties, guarantees, costs, expenses,
25 attorneys’ fees, damages, action or causes of action of whatever kind or nature, that
26 were pled or which could have been pled based on the factual allegations contained in
27 the Operative Complaint, arising under California law, including, but not limited to,
28 any claims for unpaid wages, unpaid minimum wage or overtime, record-keeping

1 violations, wage statement violations, meal period and rest period violations including
2 claims for premium pay, unreimbursed business-related expenses, interest, “waiting
3 time” penalties, violations of Labor Code Sections 201, 202, 203, 204, 226(a), 226.7,
4 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, liquidated damages,
5 restitution (including but not limited to pursuant to Business & Professions Code
6 Sections 17200, et seq.), costs, and attorneys’ fees, which arose during the period
7 beginning February 17, 2013 and continuing up to and including July 8, 2021
8 (collectively, the “Released Claims”).

9 **10. Release of Claims by Plaintiff:** Plaintiff hereby fully releases and forever discharges
10 the Released Parties from any and all liability, claims and demands up to the date of
11 the Settlement Agreement and General Release, including but not limited to, claims
12 relating to Plaintiff’s alleged employment with Defendant NECAM, including and not
13 limited to, claims, demands or actions relating to thereto, arising under Defendant
14 NECAM’s policies and procedures, whether formal or informal; the United States
15 Constitution or the State of California Constitutions; Title VII of the Civil Rights Act
16 of 1964, as amended; the Civil Rights Act of 1991; the Americans with Disabilities
17 Act; the Family and Medical Leave Act; the California Fair Employment and Housing
18 Act; the California Family Rights Act; tort, contract or common law; and any other
19 federal, state or local statute, ordinance or regulation (including without limitation, the
20 California Civil Code, the California Labor Code, the California Government Code,
21 and the California Health & Safety Code). Plaintiff hereby further agrees that,
22 notwithstanding § 1542 of the California Civil Code, all claims that Plaintiff may have
23 against Released Parties, known or unknown, suspected or unsuspected, are hereby
24 released. Section 1542 provides: “A general release does not extend to claims which
25 the creditor does not know or suspect to exist in his or her favor at the time of executing
26 the release, which if known by him or her must have materially affected his or her
27 settlement with the debtor.”
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 11. The Court finds that Class Member, Jimmy R. Riddle, has timely and validly opted out of the Settlement and will not be bound by this Order and Judgment entered in these Actions.
- 12. The Settlement Administrator shall file a report concerning the amount of money distributed by FFD, 2023. A non-appearance hearing on the Final Report is scheduled for FFD, 2023. ~~as a result of~~ E
- 13. Pursuant to California Rules of Court, rule 3.769(h), the Court retains jurisdiction over the parties, all matters arising out of, or related to the Actions, the NECAM Settlement, the NECAM Settlement Agreement, its administration and consummation and the determination of all controversies relating thereto, to enforce the terms of this Order.
- 14. The Settlement Administrator shall post the Order and Judgment on the Settlement Administrator's website within seven (7) calendar days after entry of Order and Judgement. The Settlement Administrator shall post a copy of the signed judgment for one hundred eighty (180) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of this Judgment.



Lawrence P. Riff / Judge

DATED: 01/12/2023

The Hon. Lawrence P. Riff
Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On January 11, 2023, I served the foregoing document(s) described as:

- **[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT INVOLVING DEFENDANT NEC CORPORATION OF AMERICA**

on interested parties in this action by Electronic Service as follows:

James A. Goodman (jgoodman@ebglaw.com)

Kevin D. Sullivan (ksullivan@ebglaw.com)

EPSTEIN BECKER & GREEN, P.C.

1925 Century Park East, Suite 500

Los Angeles, California 90067

Attorneys for Defendant Nippon Express NEC Logistics America, Inc. and NEC Corporation of America

Michael D. Bruno (mbruno@grsm.com)

GORDON REES SCULLY MANSUKHANI, LLP

275 Battery Street, Suite 2000

San Francisco, CA 94111

Attorneys for Defendant NEC Corporation of America

Sam K. Kim (skim@verumlg.com)

Yoonis Han (yhan@verumlg.com)

VERUM LAW GROUP, APC

360 N. Pacific Coast Highway, Suite 1025

El Segundo, California 90245

Attorneys for Plaintiffs Cristina Carrillo, Cindy Espinoza, and Diana Luna Ramirez

[X] BY ELECTRONIC SERVICE

Pursuant to the Court’s Order regarding Electronic Service, I caused the documents described above to be E-Served through CaseAnywhere by electronically mailing a true and correct copy through CaseAnywhere to the individual(s) listed above.

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 11, 2023, at Glendale, California.



Ashley Pae