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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JUN 03 2022

BY   
JESSICA MORALES, DEPUTY

7 *Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees*

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN BERNARDINO**

10 TESSA SAMPSON, on behalf of herself and all  
11 others similarly situated,

12 Plaintiff,

13 vs.

14 **DIVERSIFIED CONVEYORS**  
15 **INTERNATIONAL, LLC**, a Tennessee Limited  
16 **Liability Company**; and **DOES 1 through 50**,  
inclusive,  
17 Defendant.

Case No. CIVDS 2018610

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND FINAL JUDGMENT**

Date: June 3, 2022

Time: 10:00 a.m.

Dept: S-26

Judge: Hon. David Cohn

Complaint Filed: September 3, 2020

Trial Date: None set

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1 On June 3, 2022, the Court held a hearing on Plaintiff's Motion for Final Approval of Class Action  
2 Settlement.

3 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having  
4 been given to Class Members, and the Court having considered the Amended Joint Stipulation of  
5 Settlement and Release of Class and Representative Action ("Settlement Agreement") attached as Exhibit  
6 A to the Declaration of Jonathan Melmed in support of Motion for Preliminary Approval filed on January  
7 7, 2022, all of the legal authorities and documents submitted in support thereof, all papers filed and  
8 proceedings has herein, all oral and written comments received regarding the proposed settlement, and  
9 having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS final**  
10 **approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND**  
11 **DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the  
13 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'  
14 Settlement Agreement. A copy of the Settlement Agreement is attached as **Exhibit A** to the Declaration  
15 of Jonathan Melmed in support of Motion for Preliminary Approval and is made a part of this Order.

16 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter  
17 jurisdiction to approve this Settlement and all exhibits thereto.

18 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
19 Agreement and as follows:

20 *all individuals who are or were employed as hourly, non-exempt employees by*  
21 *Defendant in California from September 3, 2016 through April 21, 2021.*

22 4. The Court deems this definition sufficient for the purpose of California Rule of Court  
23 3.765(a), and solely for the purpose of effectuating the Settlement.

24 5. The Court finds that an ascertainable class of 159 class members exists and a well-defined  
25 community of interest exists on the questions of law and fact involved because in the context of the  
26 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff  
27 are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the  
28 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest  
of the Class Members.

1 6. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement  
2 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that  
3 comports with California Rule of Court 3.766. The Class Notice informed 159 Class Members of the  
4 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a  
5 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at  
6 the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time  
7 to respond and to act were provided by each of these procedures. No Class Members filed written objections  
8 to the Settlement as part of this notice process, and no Class Members filed a written statement of intention  
9 to appear at the Final Approval Hearing, and no Class Members submitted requests for exclusion.

10 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds that  
11 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with  
12 all applicable requirements of the California Code of Civil Procedure, the California and United States  
13 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable  
14 law, and in the best interests of each of the Parties and Class Members.

15 8. The Court directs the Parties to effectuate the Settlement Agreement according to its terms  
16 and declares the Settlement Agreement to be binding on all Class Members.

17 9. The Court finds that the Settlement Agreement has been reached as a result of informed and  
18 non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive  
19 investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

20 10. The Court also finds that the Settlement now will avoid additional and potentially  
21 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.  
22 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the  
23 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant relief  
24 for Class Members.

25 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of  
26 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement  
27 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement  
28 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,

concession, or liability whatsoever by or against Defendant.

1           12.     The Court appoints Plaintiff Tessa Sampson as Class Representative and finds her to be  
2 adequate.

3           13.     The Court appoints Jonathan Melmed, Esq. of Melmed Law Group P.C. as Class Counsel,  
4 and finds them to be adequate, experienced, and well-versed in class action litigation.

5           14.     The terms of the Agreement, including the Gross Settlement Amount of \$460,000.00 are  
6 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval  
7 of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court approves the  
8 following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

9           a.     The \$7,500.00 designated for payment to ILYM Group, Inc., the Settlement Administrator, is  
10 fair and reasonable. The Court grants final approval of, and orders the Parties to make the  
11 payment to the Settlement Administrator in accordance with the Agreement.

12           b.     The \$153,333.33 amount requested by Plaintiff and Class Counsel for the Class Counsel's  
13 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court  
14 grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in  
15 accordance with the Agreement.

16           c.     The Court awards \$13,154.38 in litigation costs, an amount which the Court finds to be  
17 reflective of the reasonable costs incurred. The Court grants final approval of, and order the  
18 Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the  
19 Agreement.

20           d.     The \$10,000.00 requested by Plaintiff for the Incentive Award is fair and reasonable. The Court  
21 grants final approval of, and orders the Incentive Award to be paid in accordance with the  
22 Agreement.

23           e.     The Court approves of the \$25,000.00 allocation assigned for claims under the Private Attorney  
24 General Act (PAGA), and orders 75% thereof (i.e., \$18,750.00) to be paid to the California  
25 Labor and Workforce Development Agency (LWDA) in accordance with the terms of the  
26 Settlement Agreement.

27           15.     The Court orders the Parties to comply with and carry out all terms and provisions of the  
28

1 Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case the  
2 provisions of this Order shall take precedence and supersede the Settlement.

3 16. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights  
4 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case  
5 if the Settlement fails to become Final or effective, or in any other case without limitation.

6 17. All Class Members shall be bound by the Settlement and this Order, including the release  
7 of claims as set forth in the Agreement.

8 18. The Parties shall bear their own respective attorneys' fees and costs except as otherwise  
9 provided in the Settlement Agreement.

10 19. All checks mailed to the Class Members must be cashed within ninety (90) days after  
11 mailing.

12 20. If (i) any of the Class Members are current employees of Defendant, (ii) the settlement check  
13 mailed to those employees is returned to the Settlement Administrator as undeliverable, and (iii) the  
14 Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall  
15 arrange with Defendant to have those distributions deliver to the employee at the place of employment.

16 21. Within 10 days after the Court has held a Final and Fairness Approval Hearing and entered  
17 a final order certifying the Class for settlement purposes only and approving the Class Settlement, the  
18 Settlement Administrator will give notice of judgment to Settlement Class Members pursuant to California  
19 Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment on its website.

20 22. The Court retains continuing jurisdiction over the Action and the Settlement, including  
21 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the  
22 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-  
23 Judgment matters as may be appropriate under court rules or applicable law.

24 23. Plaintiff shall file with the Court a report regarding the status of distribution within one  
25 hundred and twenty (120) days after all funds have been distributed.

26 24. This Final Judgment is intended to be a final disposition of the above captioned action in its  
27 entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all claims  
28 released by the Settlement Agreement, against Defendant.

25. The Court hereby sets a hearing date of 12/3/24 at 9:00 ~~pm~~/am for a hearing

on the final accounting and distribution of the settlement funds.

**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

DATED: 6/3/27

  
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Hon. David Cohn  
Judge of the Superior Court, San Bernardino County

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