

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

JAN 04 2024

BY 
LILIANA MARICCAL, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ELIAS J. SAMPSON, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARCTIC GLACIER U.S.A., INC.; and DOES
1 through 20, inclusive,

Defendant.

Case No. CIVSB2128590

Consolidated with Case No. CIVSB2134579

Assigned for all purposes to:
Judge Joseph T Ortiz, Dept. S14

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

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

1 This matter came on for hearing on January 4, 2024, at 1:30 p.m., in Department S17 of
2 the above-captioned Court on the unopposed Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval
4 entered on August 31, 2023, and the Joint Stipulation of Settlement (the "Settlement Agreement"),
5 a copy of which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of
6 Class Action Settlement as Exhibit A to the Declaration of Kristy R. Connolly In Support of
7 Motion for Preliminary Approval of Class Action Settlement.

8 Having received and considered the Settlement Agreement, the supporting papers filed by
9 the Parties, and the evidence and argument received by the Court in conjunction with the unopposed
10 Motion for Preliminary Approval of Class Action Settlement heard on August 31, 2023 and the
11 instant Motion for Final Approval, the Court grants final approval of the Settlement and HEREBY
12 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
14 each Settlement Class Member by first-class mail. These papers informed the Settlement Class of
15 the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a)
16 to comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue
17 their own remedies, and (c) of their right to appear in person or by counsel at the final approval
18 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were
19 provided by each of these procedures. No member of the Class filed written objection to the
20 proposed Settlement as part of this notice process or stated an intention to appear at the final
21 approval hearing.

22 2. The Court finds and determines that this notice procedure afforded adequate
23 protections to Settlement Class Members and provides the basis for the Court to make an informed
24 decision regarding approval of the Settlement based on the responses of the Settlement Class. The
25 Court finds and determines that the notice provided in this case was the best notice practicable,
26 which satisfied the requirements of law and due process.

27 3. With respect to the Class and for purposes of approving this Settlement only, this
28 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous

1 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
2 Class, and there is a well-defined community of interest among members of the Class with respect
3 to the subject matter of the Action; (c) the claims of Class Representative Elias J. Sampson are
4 typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly
5 and adequately protected the interests of the members of the Settlement Class; (e) a class action is
6 superior to other available methods for an efficient adjudication of this controversy; and (f) the
7 counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel
8 for Plaintiff in their individual and representative capacities for the Class.

9 4. The Court has certified a Class, as that term is defined in and by the terms of the
10 Settlement Agreement as all individuals who are or were employed by Defendant in California and
11 classified as non-exempt or drivers and route salesmen allegedly misclassified as exempt at any
12 time between October 4, 2017 through August 31, 2023, and the Court deems this definition
13 sufficient for purposes of California Rule of Court 3.765(a).

14 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

15 6. The Court hereby confirms Plaintiff Elias J. Sampson as the Class Representative
16 in this Action.

17 7. The Court finds and determines that the terms set forth in the Settlement Agreement
18 are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to
19 its terms, having found that the Settlement was reached as a result of informed and non-collusive
20 arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties
21 conducted extensive investigation, research, and discovery and that their attorneys were able to
22 reasonably evaluate their respective positions. The Court also finds that the Settlement will enable
23 the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks
24 if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
25 provided as part of the Settlement and recognizes the significant value accorded to the Class.

26 8. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
28

1 finally approved, and that all terms and provisions of the Settlement should be and hereby are
2 ordered to be consummated.

3 9. The Court hereby approves the Gross Settlement Amount of \$2,450,000.00.

4 10. The Court finds and determines that the Individual Settlement Payments to be paid
5 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
6 Court hereby gives final approval to and orders the payment of those amounts be made to the
7 Participating Class Members in accordance with the Settlement Agreement.

8 11. The Court finds and determines that payment to the California Labor and Workforce
9 Development Agency of \$37,500.00 as its share of the settlement of civil penalties in this case is
10 fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the
11 payment of that amount be paid in accordance with the Settlement Agreement.

12 12. The Court finds and determines that the fees and expenses in administering the
13 Settlement incurred by Phoenix Settlement Administrators in the amount of \$12,500.00, are fair
14 and reasonable. The Court hereby gives final approval to and orders that the payment of that
15 amount in accordance with the Settlement.

16 13. The Court finds and determines the Class Representative Enhancement Award of
17 up to \$7,500.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
18 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
19 Settlement Agreement.

20 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
21 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
22 \$816,666.67 and litigation costs of \$19,056.25. The Court finds such amounts to be fair and
23 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
24 accordance with the terms of the Settlement Agreement.

25 15. Without affecting the finality of this order or the entry of judgment in any way, the
26 Court retains jurisdiction of all matters relating to the interpretation, administration,
27 implementation, effectuation, and enforcement of this order and the Settlement.

1 16. Neither Defendant nor any related persons or entities shall have any further liability
2 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
3 provided for by the Settlement Agreement.

4 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
5 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any
6 claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
7 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
8 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
9 construed as an admission or concession by or against Defendant or any related person or entity.

10 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
11 under the Settlement or under this order, including the requirement that Defendants make payment
12 to the participating Settlement Class Members in accordance with the Settlement.

13 19. The Court hereby enters final judgment in accordance with the terms of the
14 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
15 entered on August 31, 2023 and this Order.

16 20. The Parties will bear their own costs and attorneys' fees except as otherwise
17 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
18 costs.

19
20 Dated: Jan. 4, 2024



Hon. Joseph Ortiz
SUPERIOR COURT JUDGE

JOSEPH T. ORTIZ