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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 10 2023

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

JERIMY BRAY, an individual, on behalf of  
himself, the State of California, as a private  
attorney general, and on behalf of all others  
similarly situated,

Plaintiff,

v.

ULINE, INC., a Delaware Corporation; and  
DOES 1 TO 50,

Defendants.

Case Number: CIVSB2112058

~~[Proposed]~~ **Order Granting Final Approval of  
Class Action Settlement**

FILED

**[PROPOSED] ORDER**

This matter having come for hearing on August 8, 2023, at 9:00 a.m., regarding Plaintiff Jerimy Bray's ("Plaintiff") unopposed *Motion for Final Approval of Class Action Settlement* (the "Motion") on the terms set forth in the *Settlement Agreement and Release of Class Action* (the "Settlement Agreement"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement and the Motion), and having considered the Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. The Court grants Plaintiff leave file the overlength brief attached to the Motion.
2. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and the Motion. A copy of the Settlement Agreement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for Final Approval of Class Action Settlement* as **Exhibit A** and is made a part of this order.
3. The Court has personal jurisdiction over Plaintiff and Defendant Uline, Inc. ("Defendant") (collectively, the "Parties") to this litigation and subject matter jurisdiction to approve this Settlement Agreement and all exhibits thereto.
4. For settlement purposes only, the Court finally certifies the Class, as defined in the Motion and the Settlement Agreement and as follows: "*All current and former non-exempt employees of Defendant who worked in the State of California during the period from April 22, 2017, through June 24, 2022.*" The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.
5. The Court finds that an ascertainable class of approximately 1,259 class members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement Agreement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in

1 negotiating, entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel  
2 have fairly and adequately represented and protected the interest of the Class Members.

3         6. The Court is satisfied that Phoenix Settlement Administrators, which was appointed as  
4 the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that  
5 comports with California Rule of Court 3.766. The Class Notice informed 1,261 prospective Class  
6 Members of the Settlement Agreement's terms, their rights under the Settlement Agreement to receive  
7 their settlement share, their rights to submit a request for exclusion, their rights to comment on or object  
8 to the Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing,  
9 and be heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond  
10 and to act were provided by each of these procedures. No Class Members filed written objection to the  
11 Settlement as part of this notice process, no Class Members appeared at the Final Approval and Fairness  
12 Hearing, and two individuals submitted requests for exclusion—Luis Najar and Jonas Alten. Those  
13 individuals will not be bound by the Settlement Agreement and will not receive any portion of the  
14 class-allocation of the Net Settlement Amount.

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

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

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

26         10. The Court also finds that the Settlement Agreement will avoid additional and potentially  
27 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.  
28 Additionally, after considering the monetary recovery provided as part of the Settlement Agreement in

1 light of the challenges posed by continued litigation, and Court concludes that Plaintiff's counsel  
2 secured significant relief for Class Members.

3 11. The Settlement Agreement is not an admission by Defendant, nor is this order a finding  
4 of the validity of any allegations or of any wrongdoing by Defendant.

5 12. The Court appoints Plaintiff Jerimy Bray as class representative and finds him to be  
6 adequate.

7 13. The Court appoints Jonathan Melmed, Kyle D. Smith, and Joanne H. Kim of Melmed  
8 Law Group P.C. as class counsel and finds each of them to be adequate, experienced, and well-versed  
9 in class action litigation.

10 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of  
11 \$1,500,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and  
12 to each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement  
13 Agreement, subject to this order.

14 15. The Court approves the following allocations, which fall within the ranges stipulated by  
15 and through the Settlement Agreement:

16 A. The Court awards \$12,750.00 to Phoenix Settlement Administrators, the  
17 Settlement Administrator, and finds this amount to be fair and reasonable. The Court grants final  
18 approval of it and orders the Parties to make the payment to the Settlement Administrator in  
19 accordance with the Settlement Agreement.

20 B. The Court awards \$500,000.00 to Plaintiff's counsel as attorneys' fees and finds  
21 this amount to be fair and reasonable in light of the benefit obtained for the Class. The Court grants  
22 final approval of, awards, and orders the payment to Plaintiff's counsel to be made in accordance with  
23 the Settlement Agreement.

24 C. The Court awards \$14,201.34 in litigation costs, an amount which the Court  
25 finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders  
26 the litigation expenses payment in this amount to be made to Plaintiff's counsel in accordance with  
27 the Settlement Agreement.  
28

1 D. The Court awards \$10,000.00 to the class representative as payment requested  
2 by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval of, and  
3 orders the class representative payment to be made in accordance with the Settlement Agreement.

4 E. The Court approves the \$200,000.00 allocation for penalties under the Labor  
5 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$150,000.00) to be paid to  
6 the California Labor and Workforce Development Agency in accordance with the terms of the  
7 Settlement Agreement and the remainder to the Aggrieved Employees.

8 16. The Court orders the Parties to comply with and carry out all terms and provisions of  
9 the Settlement, to the extent that the terms thereunder do not contradict with this order, in which case  
10 the provisions of this order shall take precedence and supersede the Settlement Agreement.

11 17. Nothing in the Settlement Agreement or this order purports to extinguish or waive  
12 Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of  
13 these claims in this case if the Settlement Agreement fails to become final or effective, or in any other  
14 case without limitation.

15 18. All Class Members who did not request exclusion from the Settlement shall be bound  
16 by the Settlement and this order, including the release of claims as set forth in the Settlement  
17 Agreement.

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

20 20. All checks mailed to the Class Members must be cashed within one hundred and eighty  
21 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the  
22 Settlement Administrator shall submit such funds to the California State Controller for deposit in the  
23 Unclaimed Property Fund in the name of the individual whose check was uncashed. The Court finds  
24 that this meets the requirements of Code of Civil Procedure section 384.

25 21. Within seven days of this order, the Settlement Administrator shall give notice of  
26 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting  
27 a copy of this order and final judgment on its website.  
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1           22.     The Court retains continuing jurisdiction over the Action and the Settlement, including  
2 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of  
3 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and  
4 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

5           23.     Plaintiff shall file with the Court a report regarding the status of distribution within 180  
6 days after all funds have been distributed.

7           24.     This final judgment is intended to be a final disposition of the above-captioned action  
8 in its entirety and is intended to be immediately appealable. This final judgment resolves and  
9 extinguishes all claims released by the Settlement Agreement against Defendant.

10          25.     The Court hereby sets a hearing date of 9.10.24 at 8:30 p.m. a.m. for a  
11 hearing on the final accounting and distribution of the settlement funds.

12           **IT IS SO ORDERED.**

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14 Dated: 10/10/23

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16 Judge of the Superior Court, County of San Bernardino  
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