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7 *Attorneys for Plaintiff*
MATTHEW CLARDY

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**

11 MATTHEW CLARDY, individually and on
12 behalf of others similarly situated, and as an
13 aggrieved employee and Private Attorney
General;

14 Plaintiff,

15 vs.

16 INMAR, INC., a North Carolina Corporation;
17 INMAR SUPPLY CHAIN SOLUTIONS,
18 LLC, a North Carolina Limited Liability
Company; and DOES 1 through 50, inclusive,

19 Defendants.

Case No.: 30-2020-01151878-CU-OE-CXC

*Assigned for All Purposes to: Hon. William D.
Claster, Dept. CX104*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

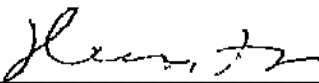
Complaint Filed: July 29, 2020
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on April 14, 2023, the Honorable William D. Claster in
3 Department CX104 in the above-entitled Court, located at 751 West Santa Ana Blvd., Santa Ana,
4 CA 92701, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a
5 true and correct copy of the Order which was executed and filed on April 14, 2023.

6 Dated: April 14, 2023

PROTECTION LAW GROUP, LLP

7
8 By: 
9 Heather Davis
10 Amir Nayebdadash
11 *Attorneys for Plaintiff*
12 MATTHEW CLARDY
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EXHIBIT A

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7 *Attorneys for Plaintiff*
8 **MATTHEW CLARDY**

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE**

12 **MATTHEW CLARDY**, individually and on
13 behalf of others similarly situated, and as an
14 aggrieved employee and Private Attorney
General;

15 **Plaintiff,**

16 **vs.**

17 **INMAR, INC.**, a North Carolina
18 Corporation; **INMAR SUPPLY CHAIN**
19 **SOLUTIONS, LLC**, a North Carolina
20 Limited Liability Company; and **DOES 1**
through 50, inclusive,

21 **Defendants.**

Case No.: 30-2020-01151878-CU-OE-CXC

*Assigned for All Purposes to: Hon. William D.
Claster, Dept. CX104*

16 **[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: April 7, 2023
Hearing Time: 9:00 a.m.
Dept.: CX104

Complaint Filed: July 29, 2020
Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

APR 14 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: *CEH* DEPUTY

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action ("Action") having come before the Court
3 on April 7, 2023, for a hearing and Final Order Approving Class Action Settlement and Judgment
4 ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval
5 Order"), and as set forth in the Class Action and PAGA Settlement Agreement (hereinafter
6 "Settlement Agreement" or "Settlement"), and due and adequate notice having been given to all
7 Class Members as required in the Preliminary Approval Order, and the Court having considered
8 all papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

10 1. The Court GRANTS Plaintiff MATTHEW CLARDY's ("Plaintiff") Motion for
11 Final Approval of Class Action and PAGA Settlement.

12 2. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement.

14 3. Consistent with the definitions provided in the Settlement Agreement, the terms
15 "Class" and "Class Members" shall mean the following: "All current and former hourly-paid,
16 non-exempt employees of Inmar Supply Chain Solutions, LLC who were employed by Inmar
17 Supply Chain Solutions, LLC in the state of California at any time between July 29, 2016, and
18 January 5, 2022."

19 4. Consistent with the definitions provided in the Settlement Agreement, the term
20 "PAGA Members" shall mean the following: "All current and former hourly-paid, non-exempt
21 employees of Inmar Supply Chain Solutions, LLC who were employed by Inmar Supply Chain
22 Solutions, LLC in the state of California at any time between June 22, 2019, and January 5, 2022."

23 5. This Court has jurisdiction over the subject matter of this Action and over all
24 Parties to this Action, including all Class Members.

25 6. Distribution of the Class Notice Packet directed to the Class Members as set forth
26 in the Settlement Agreement and the other matters set forth therein has been completed in
27 conformity with the Preliminary Approval Order, including individual notice to all Class
28 Members who could be identified through reasonable effort, and the best notice practicable under

1 the circumstances. The Class Notice Packet provided due and adequate notice of the proceedings
2 and of the matters set forth therein, including the proposed Settlement set forth in the Settlement
3 Agreement, to all persons entitled to such Class Notice Packet, and the Class Notice Packet fully
4 satisfied the requirements of due process. All Class Members and all Released Claims are covered
5 by and included within the Settlement and this Final Order.

6 7. The Court hereby finds that the Settlement is fair, adequate, and reasonable and
7 that Plaintiff has satisfied the standards and applicable requirements for final approval of this
8 class action settlement under California law, including the provisions of California Code of Civil
9 Procedure section 382.

10 8. The Court hereby confirms Heather Davis and Amir Nayebedadash of Protection
11 Law Group, LLP as Class Counsel in the Action.

12 9. The Court hereby approves the Settlement set forth in the Settlement Agreement
13 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the
14 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
15 been reached as a result of intensive, serious, and non-collusive arms-length negotiations. The
16 Court further finds that the Parties have conducted extensive investigation and research, and
17 Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
18 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
19 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
20 the benefits that are being granted as part of the Settlement and recognizes the significant value
21 to the Class Members. The Court also finds that the Class is properly certified as a class for
22 settlement purposes only.

23 10. According to the terms of the Settlement Agreement, upon remittance of the Gross
24 Settlement Amount and all applicable employer-side payroll taxes by Defendants INMAR, INC.
25 and INMAR SUPPLY CHAIN SOLUTIONS, LLC (collectively "Defendants") to the Settlement
26 Administrator ILYM Group, Inc. ("Settlement Administrator"), Plaintiff and all Settlement Class
27 Members shall fully and finally release and discharge Defendants ~~and any of their past, present~~
28 ~~and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,~~
per the terms of
The Settlement Agreement.

NDC

representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (the “Released Parties”) from any and all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Operative Complaint in this 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 provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely pay wages during employment; (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; (viii) failure to maintain required payroll records and causes of action or legal theories of relief pleaded in the Operative Complaint including but not limited to Labor Code sections 210, 226.3, 1197.1, and 558 (the “Released Claims”). The release of the Released Claims shall be applicable for the period between July 29, 2016 and January 5, 2022 (the Class Period). This release shall be binding on all Settlement Class Members.

NDC

11. As of the date of the Final Approval, Plaintiff, the California Labor and Workforce Development Agency (“LWDA”) and the State of California, through Plaintiff as its agent and/or proxy, shall release the Released Parties ~~of and from any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) that could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in the Operative Complaint (the “Released PAGA Claims”) for the PAGA Period (June 22, 2019 to January 5, 2022).~~ ^{per the terms of the Settlement Agreement.} The fact that a PAGA Member has decided not to participate in the Class Settlement shall not affect the release of PAGA claims arising under PAGA.

12. No Class Member objected to the terms of the Settlement.

13. One Class Member, Guadalupe Zamora, requested to be excluded from the terms of the Settlement. Accordingly, Guadalupe Zamora is hereby excluded from this final order and

1 judgment and from participating in the Class Settlement.

2 14. The Court finds the settlement payments provided for under the Settlement
3 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
4 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of
5 \$600,000.00 within fourteen (14) calendar days of the Effective Date as set forth in the Settlement
6 Agreement to provide payments for individual settlement payments to all Settlement Class
7 Members and all PAGA Members, the PAGA Penalties to the to the California Labor and
8 Workforce Development Agency pursuant to Labor Code Section 2698, *et seq.*, Plaintiff's
9 Representative Incentive Payment, Class Counsel's Fees and Costs, and the Settlement
10 Administrator's Costs. The calculations and the payments shall be administered in accordance
11 with the terms of the Settlement Agreement.

12 15. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
13 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
14 in the amount of thirty percent (30%) from the Gross Settlement Amount (\$180,000.00) and
15 attorneys' costs in the amount of \$17,168.08 from the Gross Settlement Amount as final payment
16 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
17 Class Counsel and any other person or entity related to the Action. The Court further orders that
18 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
19 to the terms of the Settlement Agreement.

20 16. The Court hereby approves and orders a Class Representative Incentive Payment
21 of \$4,000.00 to Plaintiff Matthew Clardy from the Gross Settlement Amount in accordance with
22 the terms of the Settlement Agreement.

23 17. The Court approves and orders the payment in the amount of \$18,750.00 (75% of
24 \$25,000.00) from the Gross Settlement Amount to the LWDA for penalties arising under the
25 PAGA. The remaining \$6,250.00 (25% of \$25,000) shall be distributed to PAGA Members as
26 set forth in the Settlement Agreement.

27 18. The Court also hereby approves and orders payment from the Gross Settlement
28 Amount for actual settlement administration expenses incurred by the Settlement Administrator,

1 ILYM Group, Inc., in the amount of \$10,000.00.

2 19. The Court hereby approves and orders payment of individual settlement payments
3 from the Net Settlement Amount to the Settlement Class Members and PAGA members on a *pro*
4 *rata* basis as set forth in the Settlement Agreement.

5 20. The Court also hereby approves and orders that any checks distributed from the
6 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
7 days after being issued will be transferred to the California State Controller's Office pursuant to
8 California Civil Code § 1500 and held in trust for such Settlement Class Members and PAGA
9 Members. As such, no "unpaid residue" under California Code of Civil Procedure section 384
10 will result from the Settlement.

11 21. Provided the Settlement becomes effective under the terms of the Settlement
12 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
13 individual settlement payments to all Settlement Class Members and all PAGA Members,
14 Attorneys' Fees and Costs, and Class Representative Incentive Payment is as set forth in the
15 Settlement Agreement.

16 22. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
17 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a
18 finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of
19 the other Released Parties. In entering into the Settlement Agreement, Defendants do not admit,
20 and specifically deny they have violated any federal, state, or local law; violated any regulations
21 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
22 legal requirements; breached any contract; violated or breached any duty; engaged in any
23 misrepresentation or deception; engaged in any other unlawful conduct with respect to their
24 employees; or are liable to Plaintiff, the Settlement Class, or the PAGA Members for any purpose
25 other than settling the Action. Neither the Settlement nor the Settlement Agreement, nor any of
26 its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
27 admission or concession by Defendants of any such violations or failure to comply with any
28 applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement

1 Agreement, the Settlement Agreement and its terms and provisions shall not be offered or received
2 as evidence in any action or proceeding to establish any liability or admission on the part of
3 Defendants or to establish the existence of any condition constituting a violation of, or a non-
4 compliance with, federal, state, local or other applicable law.

5 23. Without affecting the finality of this Judgment, the Court shall retain continuing
6 jurisdiction over this Action and the Parties, including all Class Members, and over all matters
7 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
8 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
9 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
10 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
11 shall be presented to the Court for resolution.

12 24. Pursuant to Code of Civil Procedure section 384(b), Plaintiff shall submit to the
13 Court a declaration from the Settlement Administrator on or before November 10, 2023 setting
14 forth the actual amounts paid to Settlement Class Members and PAGA Members, and other
15 amounts disbursed pursuant to the Settlement. Upon receiving the report, the Court will determine
16 whether further reports and/or a hearing will be necessary.

17 25. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice
18 to the LWDA.

19 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

20
21 DATED: 4-14-23



22 HON. WILLIAM D. CLASTER
23 JUDGE OF THE SUPERIOR COURT
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