

LEBE LAW, APLC

Jonathan M. Lebe (SBN 284605)

jon@lebelaw.com

Zachary Gershman (SBN 328004)

zachary@lebelaw.com

777 S. Alameda Street, Second Floor

Los Angeles, CA 90021

Telephone: (213) 444-1973

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58769)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Diana M. Khoury (SBN 128643)

dkhoury@ckslaw.com

Rosemary C. Khoury (SBN 331307)

rkhoury@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001 / Facsimile: (619) 595-3000

Attorneys for Plaintiff Eric Garcia, individually and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

ERIC GARCIA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

LIGHTNING SOURCE LLC; INGRAM
DISTRIBUTION MANAGEMENT INC.;
INGRAM CONTENT GROUP LLC; and
DOES 1 through 25, inclusive

Defendants.

Case No. 20CECG01641

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Jeffrey Hamilton
Department 503

CLASS AND PAGA ACTION

[PROPOSED]

**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: June 15, 2023

Time: 3:30 p.m.

Dept: 503

Judge: Hon. Jeffrey Hamilton

Filed: June 10, 2020

Trial date: Not set

1 This matter came on for hearing on June 15, 2023 in Department 503 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action
3 Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, and
4 the Court's Order Granting Preliminary Approval filed November 17, 2022, and the Stipulation
5 of Class Action Settlement and Release of Claims ("Settlement Agreement") filed September
6 16, 2022 in conjunction with Plaintiff's Preliminary Approval Motion.

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

13 1. Pursuant to the Preliminary Approval Order filed November 17, 2022, a Notice
14 of Class Action Settlement, Change of Address form, and pre-printed return envelope ("Notice
15 Packet") were sent to each Class Member by first-class United States mail. The Notice packet
16 informed the Class of the terms of the Settlement, their right to receive a Settlement Payment
17 without any required action, their right to comment upon or object to the Settlement, and their
18 right to appear in person or by counsel at the final approval hearing and to be heard regarding
19 approval of the Settlement. Adequate periods of time were provided for each of these
20 procedures.

21 2. No member of the Class filed a request to be excluded from the Settlement or a
22 written objection to the proposed Settlement as part of this notice process or stated an intention
23 to appear at the final approval hearing.

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

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

11 5. The Court confirms certification, for settlement purposes only, of the Class: “all
12 current and former non-exempt persons employed by Lightning Source LLC, Ingram
13 Distribution Management LLC (erroneously sued as “Ingram Distribution Management Inc.”),
14 and Ingram Content Group LLC in California at any time from April 6, 2016 through June 28,
15 2021.”

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

26 7. 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
28 ordered finally approved, and that all terms and provisions of the Settlement Agreement should

1 be and hereby are ordered to be consummated.

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

6 9. The Court finds and determines that the fees and expenses in administering the
7 Settlement incurred by Simpluris, Inc. in the amount of \$4,400.00 are fair and reasonable. The
8 Court hereby grants final approval to and orders that the payment of that amount in accordance
9 with the Settlement Agreement.

10 10. The Court finds and determines the Class Representative Service Payment of
11 \$10,000.00 to Plaintiff Eric Garcia is fair and reasonable. The Court hereby orders the
12 Administrator to make this payment to the Plaintiff Eric Garcia, in accordance with the terms of
13 the Settlement Agreement.

14 11. The Court approves the payment of PAGA civil penalties in the amount of
15 \$37,500.00 to the California Labor and Workforce Development Agency ("LWDA")
16 representing the LWDA's 75% share of the \$50,000.00 allocated to the PAGA claim.

17 12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
18 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys'
19 fees of \$286,666.67 and litigation costs of \$15,405.67. The Court finds such amounts to be fair
20 and reasonable. The Court hereby orders the Administrator to make these payments in
21 accordance with the terms of the Settlement Agreement.

22 13. Without affecting the finality of this Order or the entry of judgment in any way,
23 the Court retains jurisdiction of all matters relating to the interpretation, administration,
24 implementation, effectuation, and enforcement of this Order and the Settlement Agreement.

25 14. Neither Defendants nor any related persons or entities shall have any further
26 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
27 liability, except as provided for by the Settlement Agreement.

28 ///

1 15. The Settlement is not an admission of liability by Defendants or any of the other
2 Released Parties, nor is this Judgment a finding of the validity of any claims in the Actions or of
3 any wrongdoing by Defendants or any of the other Released Parties. Neither this Judgment, the
4 Settlement, nor any document referred to herein, nor any action taken to carry out the
5 Settlement is, may be construed as, or may be used as an admission by or against Defendants or
6 any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The entering
7 into or carrying out of the Settlement, and any negotiations or proceedings related thereto, shall
8 not in any event be construed as, or deemed to be evidence of, an admission or concession with
9 regard to the denials or defenses by Defendants or any of the other Released Parties and shall
10 not be offered in evidence against Defendants or any of the Released Parties in any action or
11 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever
12 other than to enforce the provisions of this Judgment, the Settlement, or any related agreement
13 or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action
14 or in any other proceeding this Judgment, the Settlement, or any other papers and records on file
15 in the Action as evidence of the Settlement and to support a defense of res judicata, collateral
16 estoppel, release, waiver or other theory of claim preclusion, issue preclusion or similar defense
17 as to the released claims.

18 16. The Court orders the Settlement Administrator to post this Order on its website:
19 <https://www.simpluris.com/case-search/>. The Order and Judgment is to remain on the website
20 for 90 days after its entry.

21 17. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this
22 Order to the California Labor and Workforce Development Agency within 10 days after entry
23 of the Judgment.

24 18. Nothing in this Order shall preclude any action to enforce the Parties' obligations
25 under the Settlement Agreement or under this Order, including the requirement that Defendants
26 make payments to the Participating Class Members in accordance with the Settlement.

27 19. The Court hereby enters final judgment in accordance with the terms of the
28 Settlement Agreement, the Court's Preliminary Approval Order, and this Order.

1 20. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.
3 IT IS SO ORDERED.

4
5 Date: _____

_____The Honorable Jeffrey Hamilton