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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

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

Filed: June 10, 2020
Trial date: Not set

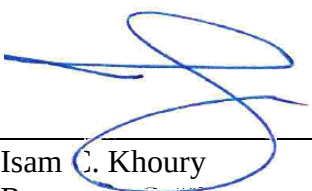
1 TO: THE LABOR AND WORKFORCE DEVELOPMENT AGENCY, AND TO ALL
2 PARTIES AND THEIR COUNSEL OF RECORD:

3 NOTICE IS GIVEN that on June 13, 2024, the Court issued an Amended Order
4 Granting Final Approval of Class Action Settlement and Entering Judgment, ("Order"), in the
5 above-captioned matter. A true and correct copy of this Order is attached as Exhibit 1.

6 Respectfully submitted,

7 LEBE LAW, APLC
8 COHELAN KHOURY & SINGER

9
10 Dated: June 20, 2024

By:  _____

11 Isam C. Khoury

12 Rosemary C. Khoury

13 Attorneys for Plaintiff Eric Garcia, individually and on
14 behalf of all others similarly situated
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EXHIBIT 1

1 **LEBE LAW, APLC**

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

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF FRESNO**

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

19 Plaintiff,

20 v.

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

24 Defendants.

Case No. 20CECG01641

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Jeffrey Hamilton

Department 503

CLASS AND PAGA ACTION

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

Filed: June 10, 2020

Trial date: Not set

FILED

JUN 13 2024

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
BY _____ DEPUTY

1 Pursuant to the Stipulation of Class Action Settlement and Release of Claims filed
2 September 16, 2022 (“Settlement Agreement”) and the Order Granting Final Approval of Class
3 Action Settlement and Entering Judgment entered on July 6, 2023 (“Final Order and
4 Judgment”). The Court now amends the Final Order and Judgment. California Rules of Court,
5 Rule 3.769(h); Code of Civil Procedure § 384(b).

6 1. The Gross Settlement Amount (GSA) is \$860,000.00. By its Final Order and
7 Judgment, the Court authorized the following distributions from the GSA:

8 a. \$229,519.50 for attorneys’ fees (to be apportioned 50% to Cohelan Khoury &
9 Singer and 50% to Lebe Law, APLC) and \$15,405.67 for litigation costs.

10 b. \$5,000.00 Class Representative Service Payment to Plaintiff Eric Garcia.

11 c. \$4,400.00 in fees and expenses to Simpluris, Inc., the Settlement Administrator.

12 d. \$50,000.00 PAGA Payment, to be allocated \$37,500.00 (75%) to the Labor and
13 Workforce Development Agency as its share of PAGA civil penalties, and \$12,500.00 (25%) to
14 be retained in the Net Settlement Amount for distribution to PAGA Members.

15 2. Following those distributions, the remaining Net Settlement Amount was mailed
16 to one hundred and twenty-three (123) Participating Class Members/PAGA Members, as
17 provided for in the Settlement Agreement, and the Final Order and Judgment.

18 3. Pursuant to the terms of the Settlement Agreement, Participating Class
19 Members/PAGA Members had 120 days to cash settlement checks. Any unclaimed funds from
20 uncashed checks shall be transmitted to the State of California Controller’s Office, Unclaimed
21 Property Division in the name of the Participating Class Member/PAGA Member for further
22 handling. The check cashing period expired on January 6, 2024.

23 4. In accordance with the Settlement Agreement, on March 15, 2024, the value of
24 the thirteen (13) uncashed checks totaling \$30,154.14 was transmitted to the State of California
25 Controller’s Office, Unclaimed Property Division.

26 5. Upon Entry of this Amended Final Order and Judgment, Plaintiff Eric Garcia,
27 and all Participating Class Members, acknowledges full and complete satisfaction of such
28 judgement received against Defendants Lightning Source LLC, Ingram Distribution

1 Management LLC (erroneously sued as “Ingram Distribution Management Inc”) and Ingram
2 Content Group LLC (“Defendants”), and all Defendants’ parents, predecessors, successors,
3 subsidiaries, affiliates, partners, franchisors, franchisees, and trusts, employment agencies and
4 professional employer organizations, and their officers, shareholders, fiduciaries, members,
5 directors, agents, attorneys, employees, insurers, and assigns, (“Released Parties”), that could
6 be jointly liable with them as to the any of the Released Claims, including all claims of
7 wrongful conduct, causes of action or legal theories of relief alleged or otherwise raised, or that
8 could have been raised on the facts alleged in the Complaint, including all of the following: (1)
9 failure to pay wages minimum wages (Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198, and
10 IWC Orders; (2) failure to pay overtime wages (Labor Code §§ 510, 1194, 1198); (3) failure to
11 provide rest periods and proper meal periods or compensation in lieu thereof (Labor Code §§
12 226.7, 512, and IWC Orders); (4) failure to timely pay wages due while employed and at
13 termination of employment (Labor Code §§ 201 - 204, 210 and IWC Orders); (5) failure to
14 provide accurate wage statements (Labor Code § 226); (6) failure to reimburse business
15 expenses (Labor Code § 2802, and IWC Orders); (7) Unfair Business Practices (Business &
16 Professions Code §§ 17200, et seq.); and (8) civil penalties pursuant to the Private Attorneys
17 General Act (“PAGA”), Labor Code §§ 2698, *et seq.*, for the above-referenced Labor Code
18 violations, and all damages, penalties, interest, attorneys’ fees, litigation costs, restitution,
19 equitable relief, and other amounts or types of relief recoverable under said claims, causes of
20 action, or legal theories of relief, or other claims based on the facts alleged in this Action
21 (“Released Claims”).

22 6. Plaintiff, on behalf of himself, the State of California, and all PAGA Members
23 (including all Non-Participating Class Members who qualify as PAGA Members),
24 acknowledges full and complete satisfaction of such judgement received against Defendants
25 and Released Parties from all claims for PAGA penalties that were alleged in this Action

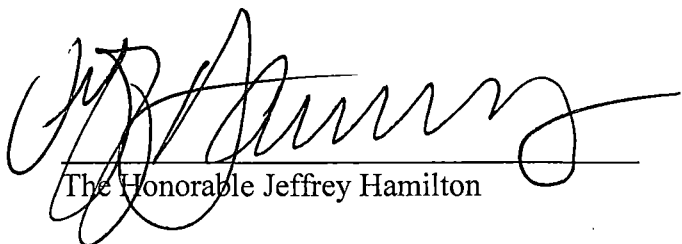
26 7. The Settlement is not an admission of liability by Defendants or any of the other
27 Released Parties, nor is this Amended Final Order and Judgment a finding of the validity of any
28 claims in the Actions or of any wrongdoing by Defendants or any of the other Released Parties.

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

16 8. Pursuant to Labor Code section 2699(1)(3), Plaintiff shall submit a copy of this
17 Amended Judgment to the California Labor and Workforce Development Agency within 10
18 days after entry of the Amended Final Order and Judgment.

19 IT IS SO ORDERED.

20
21 Date: 6/13/24


The Honorable Jeffrey Hamilton