SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MARIO REGALADO CONTRERAS, as an individual and on behalf of all others similarly situated, Plaintiff, v. INMAR SUPPLY CHAIN SOLUTIONS, LLC, a North Carolina limited liability company; and DOES 1 through 100, inclusive, Defendants.	Case No. 30-2024-01444626-CU-OE-CXC [*Assigned for all purposes to the Hon. Layne H. Melzer, Dept. CX102*] **[PROPOSED] ORDER OF FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND FINAL JUDGMENT** Date: December 17, 2026 Time: 2:00 p.m. Dept.: CX102

This matter came on regularly for hearing before this Court on December 17, 2026, pursuant to California Rule of Court 3.769 and this Court's August 19, 2026 Further Amended Order Granting Preliminary Approval of Class and PAGA Action Settlement ("Preliminary Approval Order") (ROA #108). Having considered the parties' Amended Class Action and PAGA Settlement Agreement ("Settlement")[1] attached as Exhibit B to the Supplemental Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement (ROA # 94) and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution and the substantial benefits to be received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and ORDERS as follows:

1. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class consisting of:

> All persons currently or formerly employed by Defendant Inmar Supply Chain Solutions, LLC as non-exempt, hourly-paid employees who worked in California during the Class Period.
>
> For purposes of this Settlement Agreement, the "Class Period" is defined to mean the period from January 6, 2022, through July 14, 2025.

Additionally, for the purposes of this Settlement only, Aggrieved Employees includes:

> All persons who are or were employed by Defendant Inmar Supply Chain Solutions, LLC as non-exempt or hourly employees in California during the PAGA Period.
>
> For purposes of this Settlement Agreement, the "PAGA Period" is defined to mean the period from December 6, 2023, through July 14, 2025.

[1] Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

2. Plaintiff Mario Regalado Contreras is hereby confirmed as Class Representatives, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.

3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and manner of notice were approved by the Court on August 19, 2026, and the notice process has been completed in conformity with the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Notice Packet (consisting of the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, Allocation Form, Request for Exclusion Form, and Objection Form*) provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4. The Court finds that zero (0) Notices were undeliverable, zero (0) of the 253 Settlement Class members objected to the Settlement, zero (0) Class Members have opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

5. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

6. For purposes of settlement only, the Court finds that (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Settlement Class.

7. The Court finds that given the absence of objections to the Settlement, and objections being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

8. The Court orders that Defendant deposit the Gross Settlement Amount of $160,000.00 and Defendant's share of all payroll taxes on the portion allocated as wages into a Qualified Settlement Fund established by the Settlement Administrator within 28 days of the Effective Date.[2]

9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member.

10. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

11. The Court finds that a service award in the amount of $7,500.00 for Plaintiff Mario Regalado Contreras is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that attorneys' fees in the amount of $53,333.33 (60% to Haines Law Group, APC and 40% to Lidman Law, APC), and litigation costs of $11,398.19 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid $8,500.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

[2] This Settlement shall become effective on the "Effective Date" which is defined as the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Settlement Class member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Settlement Class member objects to the Settlement, the day after the deadline for filing a notice for appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. *See* Settlement, ¶ 5.B.

14. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of $6,500.00 (or 65% of the $10,000 for PAGA Penalties) for its share of the settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Claims Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining 35% or $3,500.00 will be distributed to Aggrieved Employees.

15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in addition to, the Gross Settlement Amount.

16. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class Members, will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement.

17. The Settlement is not an admission by Defendant nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

18. Settlement Class Members and Plaintiff will fully and forever completely discharge Inmar Supply, and all of its current or former parent companies, subsidiaries, sister companies, divisions, joint ventures, affiliates, affiliated companies, assigns, trustees, guarantors, fiduciaries, partnerships, present and former owners, employees, shareholders, insurers, attorneys, and affiliated entities, successor entities, and/or any other related company that could be jointly liable with Defendant (collectively, the "Released Parties") from any and all claims, demands, rights, liabilities and causes of action that were pled or reasonably could have been pled based on the factual allegations contained in the proposed operative Second Amended Complaint under any state law, federal law, common law, equity or other theory that arose during the Class Period with respect to the following claims: (1) failure to pay minimum wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1997]; (2) failure to pay overtime compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) failure to provide meal periods or pay meal period

premiums at the regular rate of pay [Cal. Lab. Code §§ 226.7, 512]; (4) failure to authorize and permit rest breaks or pay rest period premiums at the regular rate of pay [Cal. Lab. Code § 226.7]; (5) failure to indemnify necessary business expenses [Cal. Lab. Code § 2802]; (6) failure to timely pay wages at termination [Cal. Lab. Code §§ 201-203]; (7) failure to provide accurate itemized wage statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.). (collectively, the "Released Class Claims").

19. The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

20. PAGA Employees, including Plaintiff and those who timely and properly submit a Request for Exclusion as set forth below, will release and discharge Defendant and the Released Parties from all civil penalties available under PAGA based on the facts alleged in the operative Second Amended Complaint and alleged in the letters to the LWDA dated December 6, 2024 and July 22, 2025, including: (1) failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages (Cal. Lab. Code §§ 204, 510, 1194, 1197, and 1198); (2) failing to provide meal periods or pay meal period premiums at the regular rate of pay (Cal. Lab . Code §§ 226.7, 512, and applicable Wage Orders); (3) failing to authorize and permit rest breaks or pay rest period premiums at the regular rate of pay (Cal. Lab. Code§§ 226.7 and applicable Wage Orders); (4) failing to maintain accurate records of hours worked and meal periods taken or missed (Cal. Lab. Code §§ 1174.5 and applicable Wage Orders); (5) failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties (Cal. Lab. Code § 2802); (6) willfully failing to pay all wages due at termination (Cal. Lab. Code §§ 201-203); (7) failing to provide accurate itemized wage statements (Cal. Lab. Code § 226); and (8) any recovery under Labor Code Sections 2699, et set., for these alleged violations (collectively, the "PAGA Released Claim").

21. The time period for the release of the PAGA Release against the Released Parties shall be the same time period as the PAGA Period. PAGA Employees may not opt-out of the PAGA Release.

22. In consideration for Defendant's promises and obligations under this Settlement Agreement, Plaintiff agrees to a general and comprehensive release of all of his known and unknown

claims against the Released Parties, including, without limitation, all claims that were or could have been alleged in the Complaints in the Action under any state law, federal law, common law, equity or other theory arising in any way out of Plaintiff's employment with Defendant or any of the Released Parties. As part of this release, Plaintiff further releases all unknown claims against Defendant and any of the Released Parties, covered by California Civil Code Section 1542, which states:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party**.

23. Plaintiff understands that he is an individual, a "creditor" and "releasing party" within the meaning of Civil Code section 1542, and thereby expressly waives and relinquishes any and all rights and benefits under Section 1542 of the Civil Code of the State of California and under any statute, rule, or principle of common law or equity, of any jurisdiction, that is similar to Section 1542.

24. Notwithstanding the foregoing, the waiver and releases in this Settlement Agreement do not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising after this Settlement Agreement is executed by Plaintiff; (iii) rights or claims arising out of this Settlement Agreement related to the enforcement thereof. The Settlement Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

25. The releases identified herein shall become effective on the date Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes pursuant to the terms of this Settlement Agreement (the "Effective Date of the Releases"). Upon the Effective Date of the Releases, all Settlement Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Class Claims, and all PAGA Employees and the State of California shall be deemed to have, and by operation of the Judgment shall have, released, waived and relinquished the PAGA Released Claim.

26. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure and California Rules of Court, rule 3.769(h), the Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

27. The Settlement Class members were provided notice that the Final Judgment would be posted on this website in the Notice of Pendency of Class Action and Proposed Settlement mailed to Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted for 180 days on the Settlement Administrator's website at www.ilymgroup.com/cases.

24. The Final Accounting hearing is set for **November 18, 2027** at 2:00 p.m. in Department CX102. The Settlement Administrator's declaration regarding the disbursement of Settlement funds shall be filed no later than sixteen (16) court days prior to the hearing date.

IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.

Dated: _____, 2026

_____
Honorable Layne H. Melzer
Judge of the Superior Court