

CLERKS OFFICE U.S. DIST. COURT
AT ABINGDON, VA
FILED

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA**
Abingdon Division

June 05, 2026

LAURA A. AUSTIN, CLERK
BY: *s/* FELICIA CLARK
DEPUTY CLERK

CHARLIE STACY and CLIFFORD
ALLEN, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

JENNMAR CORPORATION OF
VIRGINIA, INC. et al.,

Defendants.

Case No.: 1:21-cv-00015-JPJ-PMS

**ORDER PRELIMINARILY APPROVING CLASS AND COLLECTIVE ACTION
SETTLEMENT, APPROVING NOTICE, APPOINTING SETTLEMENT ADMINISTRATOR,
PRELIMINARILY APPROVING REQUESTED ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS FOR NOTICE PURPOSES, SETTING FINAL APPROVAL
SCHEDULE, AND STAYING CASE DEADLINES**

This matter comes before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class and Collective Action Settlement, Approval of Notice, Appointment of Settlement Administrator, Preliminary Approval of Attorneys' Fees, Costs, and Service Awards for Notice Purposes, and Related Relief, and Integrated Memorandum in Support. The Court has considered the Motion, the Class and Collective Action Settlement Agreement, the proposed Notice of Proposed Class and Collective Action Settlement and Fairness Hearing, the Declaration of Robert W.T. Tucci ("Tucci Decl."), the record in this case, and the applicable law.

For good cause shown, it is hereby **ORDERED** as follows:

1. Definitions
 - a. Unless otherwise defined in this Order, all capitalized terms have the same meanings as in the Parties' Class and Collective Action Settlement Agreement.
2. Preliminary Approval of Settlement
 - a. Plaintiffs' Motion is **GRANTED**.
 - b. The Court preliminarily approves the Parties' Class and Collective Action Settlement Agreement, attached as Exhibit A to the Tucci Declaration. Tucci Decl. ¶ 26.
 - c. The Court finds, for purposes of preliminary approval only, that the proposed settlement is within the range of possible approval and that notice is justified under Federal Rule of Civil Procedure 23(e)(1)(B).
 - d. The Court further finds, for purposes of preliminary approval only, that it will likely be able to approve the proposed settlement under Federal Rule of Civil Procedure 23(e)(2) after notice to the Rule 23 class members, an opportunity to request exclusion or object, and the Final Approval Hearing.
 - e. The Court further finds, for purposes of preliminary approval

only, that the FLSA component of the settlement appears to resolve a bona fide dispute and appears to be a fair and reasonable resolution of the Federal Wage Claims.

- f. The Court preliminarily finds that the settlement was reached after extensive litigation, discovery, expert analysis, contested motion practice, settlement efforts, mediation, and trial planning, and that the settlement is the product of arm's-length negotiations by experienced counsel. Tucci Decl. ¶¶ 18–25, 69–74.
- g. This preliminary approval is without prejudice to the Court's final determination after notice, any requests for exclusion, any objections, and the Final Approval Hearing.

3. Settlement Groups

- a. The Court previously certified the Rule 23 Virginia class and subclasses and authorized FLSA notice in this case. Docs. 32, 51, 52, 68; Tucci Decl. ¶¶ 12–17.
- b. To the extent necessary for purposes of settlement approval and judgment, the Court confirms that the Settlement Agreement resolves the claims of the following settlement groups, as defined in the Settlement Agreement:

- i. the Virginia Wage Class;
 - ii. the Breach of Contract Class; and
 - iii. the FLSA Class.
 - c. The FLSA Class consists only of individuals who filed and did not withdraw an FLSA Consent Form to prosecute Federal Wage Claims in this Action.
4. Class Representatives and Class Counsel
 - a. The Court confirms Charlie Stacy and Clifford Allen as representatives of the Rule 23 settlement classes for purposes of settlement approval.
 - b. The Court confirms ZIPIN, AMSTER & GREENBERG, LLC as Class Counsel for purposes of settlement approval. Tucci Decl. ¶¶ 2, 8.
 - c. The Court preliminarily finds that Named Plaintiffs and Class Counsel have adequately represented the class and collective. Tucci Decl. ¶¶ 3–8, 46–56, 63–68.
5. Appointment of Settlement Administrator
 - a. Angeion Group, LLC is appointed as Settlement Administrator. Tucci Decl. ¶ 40.
 - b. The Settlement Administrator is authorized and directed to perform the duties set forth in the Settlement Agreement and this

Order, including disseminating Notice, performing address updating and re-mailing, tracking requests for exclusion and objections, administering settlement payments if the settlement becomes effective, issuing tax forms, maintaining records, protecting class member data, and preparing declarations for final approval.

- c. The Settlement Administrator shall take reasonable steps to protect the confidentiality, security, and integrity of all personal identifying information provided for settlement administration, including reasonable administrative, physical, and technical safeguards.

6. Approval of Notice and Notice Plan

- a. The Court approves the form and content of the proposed Notice, attached as Exhibit B to the Tucci Declaration. Tucci Decl. ¶ 27.
- b. The Court finds that the Notice is written in plain language and fairly, accurately, and reasonably informs class and collective members of:
 - i. the nature of the Action;
 - ii. the settlement groups;
 - iii. the material terms of the settlement;

- iv. the Net Settlement Amount;
 - v. the allocation among the Virginia Wage Class Fund, Breach of Contract Class Fund, and FLSA Class Fund;
 - vi. the method by which payments will be calculated and distributed;
 - vii. the fact that no claim form is required;
 - viii. the requested attorneys' fees, litigation costs and expenses, administration costs, and service awards;
 - ix. the right of Rule 23 class members to request exclusion;
 - x. the right of Rule 23 class members who do not request exclusion to object;
 - xi. the right to appear personally or through counsel at the Final Approval Hearing;
 - xii. the binding effect of the settlement and releases;
 - xiii. the procedure for appearing at the Final Approval Hearing;
and
 - xiv. how to obtain additional information.
- c. The Court finds that the Notice adequately explains the hybrid Rule 23/FLSA structure of the settlement, including the distinction between the Rule 23 opt-out process and the FLSA

release applicable only to FLSA opt-ins. Tucci Decl. ¶¶ 42–43.

- d. The Court further finds that the Notice adequately describes the settlement funds, the allocation methodology, the automatic-payment process, the requested attorneys’ fees and costs, the requested service awards, the *cy pres* provision, the released claims, and the consequences of remaining in or requesting exclusion from the settlement. Tucci Decl. ¶¶ 42–44.
- e. The Court finds that notice by mail, email, and text message, together with reasonable address-updating and re-mailing procedures, constitutes the best notice practicable under the circumstances and satisfies Federal Rule of Civil Procedure 23 and due process. Tucci Decl. ¶¶ 41–44.

7. Preliminary Approval of Allocation Methodology

- a. The Court preliminarily finds that the proposed allocation methodology is fair, reasonable, adequate, and appropriate for notice purposes.
- b. The allocation is based on a conservative damages benchmark of 100% of Plaintiffs’ rounding damages plus 1 minute of off-the-clock work, as calculated by Plaintiffs’ expert, Dr. DuMond. Tucci Decl. ¶ 31.

- c. Under that benchmark, the settlement provides 100.00% of baseline damages to the Breach of Contract Class, approximately 119% of baseline damages to the Virginia Wage Class, and approximately 119% of baseline damages to the FLSA Class. Tucci Decl. ¶¶ 32–34.
 - d. The overall class/collective distribution of \$1,705,844.49 represents approximately 116% of the baseline damages. Tucci Decl. ¶¶ 33–34.
 - e. The Court preliminarily finds that this allocation treats class and collective members equitably relative to one another. Tucci Decl. ¶¶ 35–36.
8. Dissemination of Notice
- a. Within fifteen calendar days after entry of this Order, the Settlement Administrator shall disseminate the Notice by mail, email, and text message in accordance with the Settlement Agreement and this Order. Tucci Decl. ¶ 41.
 - b. If a mailed Notice is returned with a forwarding address, the Settlement Administrator shall promptly re-mail the Notice to the forwarding address.
 - c. If a mailed Notice is returned without a forwarding address, the

Settlement Administrator shall conduct a reasonable address update or skip trace and promptly re-mail the Notice to any updated address identified.

- d. The Settlement Administrator shall maintain records of all notices sent, returned, re-mailed, emailed, and texted, and shall report those efforts in a declaration filed before the Final Approval Hearing.

9. Requests for Exclusion

- a. Members of the Virginia Wage Class and Breach of Contract Class may request exclusion from the Rule 23 settlement by following the procedures stated in the Notice.
- b. To be valid, a request for exclusion must comply with the Notice and must be postmarked or otherwise submitted no later than forty-five (45) days after the date the Settlement Administrator first mails the Notice.
- c. Any Rule 23 class member who timely and validly requests exclusion shall not be bound by the Rule 23 releases, shall not receive a Rule 23 settlement payment, and shall not be bound by the final judgment as to the Rule 23 claims.
- d. Any Rule 23 class member who does not timely and validly

request exclusion shall be bound by the Settlement Agreement, the Rule 23 releases, and the final judgment if the settlement is finally approved.

- e. No person may opt out of the FLSA Class through the Rule 23 exclusion procedure. The FLSA Class consists only of individuals who filed and did not withdraw FLSA Consent Forms in this Action.

10. Objections

- a. Any member of the Virginia Wage Class or Breach of Contract Class who does not request exclusion may object to the settlement, the requested attorneys' fees, litigation costs and expenses, administration costs, or service awards by following the procedures stated in the Notice.
- b. To be considered, an objection must be filed with the Court and served on Class Counsel and Defense Counsel no later than forty-five days after the date the Settlement Administrator first mails the Notice.
- c. Any objection must include the information required by the Notice.
- d. Any objector who wishes to appear and be heard at the Final

Approval Hearing, personally or through counsel retained at the objector's own expense, must state that intention in the written objection.

- e. A Rule 23 class member who requests exclusion may not object to the settlement.
- f. Any Rule 23 class member who fails to comply with the objection procedure shall be deemed to have waived any objection, subject to further order of the Court.

11. Preliminary Approval of Attorneys' Fees, Litigation Costs and Expenses, Administration Costs, and Service Awards for Notice Purposes

- a. Class Counsel may request attorneys' fees of up to \$1,000,000.00, litigation costs and expenses of up to \$209,155.51, service awards totaling up to \$50,000.00, and administration costs of up to \$35,000.00. Tucci Decl. ¶¶ 46–68.
- b. The Court preliminarily finds, for notice purposes only, that these requests fall within the range of possible approval and may be disclosed to class and collective members in the Notice.
- c. The Court notes, for preliminary approval purposes only, that Class Counsel's requested attorneys' fee represents one-third of the \$3,000,000.00 Settlement Amount and is supported by a

lodestar cross-check of 1352.4 hours and \$710,101.50 in lodestar through May 7, 2026, resulting in an approximate 1.41 multiplier before final approval and administration-related work. Tucci Decl. ¶¶ 46–50, 54.

- d. The Court further notes, for preliminary approval purposes only, that the rates reflected in Class Counsel’s lodestar cross-check are supported by prior fee awards and comparable matters, including wage & hour litigation in which courts and tribunals have approved or accepted rates comparable to those used here. Tucci Decl. ¶¶ 51–53.
- e. The Court also preliminarily finds, for notice purposes only, that the requested litigation costs and expenses are within the range of possible approval. The requested costs include expert and economic-analysis expenses, deposition transcript and court-reporting expenses, mediation fees, prior class/collective notice and administration expenses, and filing, service, PACER, travel, postage/courier, and other litigation expenses. Tucci Decl. ¶¶ 57–61.
- f. The Court also preliminarily finds, for notice purposes only, that the requested service awards are within the range of possible

approval in light of the Named Plaintiffs' service to the classes and collective, the duration of the litigation, the benefits achieved, and the broader releases they agreed to provide. Tucci Decl. ¶¶ 62–68.

- g. The Court will make a final determination regarding attorneys' fees, litigation costs and expenses, administration costs, and service awards after notice, any objections, and the Final Approval Hearing.

12. CAFA Notice

- a. Defendants shall serve notice of the proposed settlement pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, within ten days after Plaintiffs filed the Motion for Preliminary Approval.
- b. Because Plaintiffs filed the Motion for Preliminary Approval on May 15, 2026, Defendants shall serve CAFA notice no later than May 25, 2026.
- c. Defendants shall file proof of service of CAFA notice on the docket.
- d. The Court will not conduct the Final Approval Hearing or enter final approval until the requirements of 28 U.S.C. § 1715(d) have

been satisfied.

13. Final Approval Motion, Fee Motion, and Administrator Declaration

- a. Plaintiffs shall file their motion for final approval, motion for attorneys' fees, litigation costs and expenses, and service awards, and the Settlement Administrator's declaration no later than fourteen days before the Final Approval Hearing.
- b. The Settlement Administrator's declaration shall describe implementation of the notice plan, the number of notices sent, the number of returned and re-mailed notices, the number of requests for exclusion received, the number of objections received, and any other information relevant to final approval.

14. Final Approval Hearing

- a. The Court will hold a Final Approval Hearing on **Monday, August 24, 2026, at 1:30 p.m. EDT**, in the United States District Court for the Western District of Virginia, Abingdon Division, 180 West Main Street, Abingdon, Virginia 24210, to determine:
 - i. whether the settlement should be finally approved as fair, reasonable, and adequate under Rule 23(e);
 - ii. whether the FLSA component should be approved as a fair and reasonable resolution of a bona fide FLSA dispute;

- iii. whether the requested attorneys' fees, litigation costs and expenses, administration costs, and service awards should be approved;
- iv. whether judgment should be entered dismissing the Action with prejudice; and
- v. whether any other orders are necessary to effectuate the Settlement Agreement.

- b. The Court may adjourn or continue the Final Approval Hearing without further notice to class or collective members other than notice on the docket.

15. Settlement Funding and Administration

- a. Defendants shall transfer the Settlement Amount, plus the amount necessary to cover the employer's portion of applicable payroll taxes, to the Settlement Administrator as provided in the Settlement Agreement. Tucci Decl. ¶ 28.
- b. If the settlement receives final approval and becomes effective, the Settlement Administrator shall issue settlement payments in accordance with the Settlement Agreement and any final approval order.
- c. No claim form is required for class or collective members to

receive payments under the Settlement Agreement. Tucci Decl. ¶ 37.

- d. Settlement checks shall expire 150 calendar days after the Effective Date. Tucci Decl. ¶ 38.
- e. Any uncashed settlement payments remaining after the check-cashing period shall not revert to Defendants and shall be distributed *cy pres* to Southwest Virginia Legal Aid Society, subject to final approval by the Court. Tucci Decl. ¶¶ 39, 45.

16. Stay of Case Deadlines

- a. All current case deadlines, trial-related obligations, and trial dates are **STAYED** pending final approval proceedings.
- b. If the settlement is not finally approved, if final approval is reversed, if the Settlement Agreement is terminated, or if the Effective Date does not occur for any reason, the Parties shall file a joint status report within fourteen days proposing a schedule for further proceedings.

17. No Admission

- a. Neither this Order, the Settlement Agreement, the settlement negotiations, nor any act performed or document executed in connection with the settlement constitutes an admission of

liability, wrongdoing, damages, or the propriety of class certification for litigation purposes by Defendants.

18. Effect of Non-Approval

- a. If the Court does not finally approve the settlement, if final approval is reversed on appeal, if the Settlement Agreement is terminated, or if the Effective Date does not occur for any reason, the Settlement Agreement and this Order shall be null and void, the Parties shall be returned to their respective positions before execution of the Settlement Agreement, and neither the Settlement Agreement nor this Order shall be used for any purpose in this Action or any other proceeding except as provided in the Settlement Agreement.

ENTER: June 5, 2026

/s/ JAMES P. JONES
Senior United States District Judge