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

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-PMS

FINAL APPROVAL ORDER

This matter is before the court on Plaintiffs' Unopposed Motion for Final Approval of Class and Collective Action Settlement, Attorneys' Fees, Litigation Costs and Expenses, Service Awards, Settlement Administration Costs, and Entry of Final Approval Order and Judgment, and Integrated Memorandum in Support, (Docket Item No. 171) ("Motion"). This case is before the undersigned magistrate judge by transfer by consent of the parties pursuant to 28 U.S.C. § 636(c)(1). The court has considered the Motion, the Class and Collective Action Settlement Agreement, ("Settlement Agreement"), the declarations of Robert W.T. Tucci and H. Jacob Hack, the notice results, the entire record, the arguments presented at the Final Approval Hearing on August 24, 2026, and the applicable law.

For good cause shown, the court **FINDS**, **CONCLUDES**, and **ORDERS** as follows:

1. Unless otherwise defined in this Order, capitalized terms have the meanings assigned in the Settlement Agreement.

2. The court has subject matter jurisdiction over this Action and the claims resolved by the Settlement Agreement, personal jurisdiction over the Parties and Class Members, and authority to approve and enforce the Settlement under Federal Rules of Civil Procedure Rule 23(e) and the Fair Labor Standards Act, ("FLSA").

3. The court incorporates its June 5, 2026, Preliminary Approval Order, (Docket Item No. 170), except to the extent superseded by this Final Approval Order.

4. The court confirms for settlement and judgment purposes the Virginia Wage Class, Breach of Contract Class and FLSA Class, as defined in the Settlement Agreement and confirmed in the Preliminary Approval Order. The FLSA Class consists only of individuals who filed, and did not withdraw, an FLSA Consent Form in this Action.

5. Charlie Stacy and Clifford Allen are confirmed as representatives of the Rule 23 settlement classes, and ZIPIN, AMSTER & GREENBERG, LLC is

confirmed as Class Counsel. The court finds that the Named Plaintiffs and Class Counsel adequately represented the Classes throughout the litigation and settlement process.

6. The court finds that Angeion Group, LLC, ("Angeion"), implemented the notice program approved in the Preliminary Approval Order. On June 19, 2026, Angeion mailed Notice to all 778 Class Members, emailed Notice to 639 validated addresses, and sent text message Notice to 704 valid telephone numbers. Only seven mailed Notices were returned as undeliverable after address verification efforts, resulting in mailed Notice being delivered or not returned for 771 of 778 Class Members, or approximately 99.1%. Angeion also maintained the settlement website and toll-free hotline. The Notice program constituted the best notice practicable, was reasonably calculated to reach Class Members and satisfied Rule 23, due process and the Preliminary Approval Order.

7. The deadline for requests for exclusion from and objections to the Settlement was August 3, 2026. No Class Member timely requested exclusion, and no Class Member objected to the Settlement, the requested attorneys' fees or costs, the service awards, the administration costs or any other requested relief.

8. Defendants timely served notice under the Class Action

Fairness Act and filed proof of service on August 10, 2026. More than 90 days elapsed before the Final Approval Hearing, and 28 U.S.C. § 1715 has been satisfied.

9. The Settlement Agreement is finally **APPROVED** as fair, reasonable, and adequate under Federal Rules of Civil Procedure Rule 23(e)(2). The Named Plaintiffs and Class Counsel adequately represented the Classes throughout more than five years of litigation. The Settlement was negotiated at arm's length, without fraud or collusion, by experienced counsel after extensive discovery, expert analysis, contested motion practice, mediation and trial preparation. The relief provided is adequate in light of the strengths and remaining risks of Plaintiffs' claims; the difficulties of proof and Defendants' defenses; the costs, risks and delay of trial, remedial proceedings, post-trial motions and appeal; Defendants' ability to satisfy the Settlement; the effective automatic-payment process; the terms of the requested attorneys' fees and costs; the absence of any undisclosed agreement required to be identified under Rule 23(e)(3); and the absence of any exclusion request or objection. The objective allocation methodology also treats Class Members equitably relative to one another. In reaching these conclusions, the court has considered the Fourth Circuit's traditional fairness and adequacy considerations to the extent relevant to the

amended Rule 23(e)(2) analysis.

10. The court finds that the Federal Wage Claims present bona fide disputes concerning compensability, employer knowledge, limitations, willfulness, good faith, damages and collective proof. The FLSA component is a fair and reasonable compromise of those disputes and is finally **APPROVED**.

11. The $3,000,000.00 Settlement Amount is finally approved. Defendants' separate obligation to pay the employer's share of applicable payroll taxes is also approved.

12. The Net Settlement Amount of $1,705,844.49 and the allocation methodology are finally approved. The approved allocation is $1,446,842.20 to the Virginia Wage Class Fund, $200,986.25 to the Breach of Contract Class Fund, and $58,016.04 to the FLSA Class Fund. The allocation is based on objective payroll and timekeeping data and an expert-derived damages benchmark and treats Class Members equitably.

13. No claim form is required. Angeion shall calculate and issue payments in accordance with the Settlement Agreement, the approved allocation and this Order. Each Class Member's payment shall be issued in equal payroll and non-payroll portions, with lawful withholding and tax reporting as provided in the Settlement Agreement.

14. The Effective Date is five calendar days after entry of this Final Approval Order. Angeion shall issue Class Member settlement checks no later than 15 calendar days after the Effective Date. Court-approved attorneys' fees, litigation costs and expenses and service awards shall be paid no later than 10 calendar days after the Effective Date, consistent with the Settlement Agreement.

15. Settlement checks shall expire 150 calendar days after the Effective Date. Angeion shall use reasonable address updating and re-mailing procedures for returned settlement checks as provided in the Settlement Agreement.

16. Southwest Virginia Legal Aid Society is **APPROVED** as the *cy pres* recipient. Any Class Member payments remaining uncashed after the applicable 150-day period shall not revert to Defendants and shall be paid to Southwest Virginia Legal Aid Society in accordance with the Settlement Agreement.

17. Class Counsel are awarded $1,000,000.00 in attorneys' fees, equal to one-third of the Settlement Amount. The court finds the fee reasonable under the percentage of recovery method and a lodestar cross-check. The request is supported by the excellent result, counsel's skill and efficiency, the material risk of nonpayment, the absence of objections,

comparable awards, the complexity and duration of the litigation and public policy. The fee represents a multiplier no greater than approximately 1.41 based on Class Counsel's lodestar through May 7, 2026, and a lower multiplier after including subsequent work.

18. Class Counsel are awarded reimbursement of $209,155.51 in litigation costs and expenses. The court finds that the costs were reasonably and necessarily incurred for expert and economic analysis, depositions and court reporting, mediation, notice and administration, filing and service, PACER, travel, postage, courier and other litigation needs.

19. Charlie Stacy and Clifford Allen are each awarded a $25,000.00 service award. The court finds the awards reasonable in light of their five years of service, investigation and case-development assistance, written discovery and document production, depositions, litigation and settlement participation, risks and burdens, benefits conferred on the Classes and broader general releases.

20. Angeion is authorized to receive its reasonable actual settlement administration costs, not to exceed $35,000.00. Angeion presently estimates those costs at approximately $33,980.00.

21. Upon the Effective Date, all Rule 23 Class Members who did not timely request exclusion are bound by the applicable Virginia Wage Class

and Breach of Contract Class releases in the Settlement Agreement. Members of the FLSA Class are bound by the Federal Wage Claim release in the Settlement Agreement. The Named Plaintiffs' broader releases shall become effective as provided in paragraph 16 of the Settlement Agreement.

22. The Settlement Agreement and this Final Approval Order are binding on the Parties, all Class Members who did not timely request exclusion, the FLSA opt-ins, the Released Parties and their respective heirs, successors and assigns, according to their terms.

23. Neither the Settlement Agreement, this Final Approval Order, the Judgment, the settlement negotiations nor any related act or document constitutes or may be used as an admission of liability, wrongdoing, damages or the propriety of class certification for litigation purposes by Defendants.

24. All claims in this Action are **DISMISSED WITH PREJUDICE**. Each Party shall bear its own fees and costs except as expressly provided by the Settlement Agreement and this Order.

25. Without affecting the finality of the Judgment, the court retains jurisdiction to interpret, implement, administer and enforce the Settlement

Agreement and this Final Approval Order; to resolve disputes concerning settlement administration, payments, releases and *cy pres* distribution; and to enter any further orders necessary to effectuate the Settlement.

26. The Clerk is directed to enter the accompanying separate Judgment pursuant to Federal Rule of Civil Procedure 58 and to close the case, subject to the court's retained jurisdiction.

It is so **ORDERED**.

ENTERED: August 26, 2026.

/s/ *Pamela Meade Sargent*
UNITED STATES MAGISTRATE JUDGE