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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 Kimberly Gaab

Department 503

CLASS AND PAGA ACTION

**DECLARATION OF ERIC GARCIA IN
SUPPORT OF MOTION FOR ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: May 3, 2022

Time: 3:30 p.m.

Dept: 503

Judge: Hon. Kimberly Gaab

Filed: June 10, 2020

Trial date: Not set

1 I, Eric Garcia, declare as follows:

2 1. I am the Plaintiff / Class Representative in the above-captioned lawsuit. I have
3 personal knowledge of all matters stated in this declaration, and could competently testify if
4 call as a witness, except as to the matters stated upon information and belief, and as to those
5 matters, I believe them to be true.

6 2. I have and will continue to adequately represent the interest of all Class
7 Members. I've been informed that the proposed Class of employees includes an estimated 127
8 non-exempt employees of Lightning Source LLC, Ingram Distribution Management LLC, and
9 Ingram Content Group LLC ("Ingram") employed at any time from April 6, 2016 through June
10 28, 2021.

11 3. I was employed as an "Operations Team Lead-2nd Shift" at Ingram's Fresno
12 book-binding factory from May 7, 2018 through February 18, 2020. In this position, my main
13 job duties were to ensure next-day priority shipping; fill, box, pack, and label orders; and load
14 boxes of books into trucks for delivery. Although I was a "lead," I only helped in a supervisory
15 role occasionally when a supervisor was not at work. Even on these days, I had no power to
16 hire, fire, or discipline other employees. I normally worked four days per week, with three
17 twelve-hour workdays and one six-hour workday per week.

18 4. During my employment, Ingram would round my time worked to the nearest
19 quarter hour. I was not able to regularly take 10-minute rest breaks or full 30-minute meal
20 breaks, and many times when I did take those breaks, they were cut short because of the
21 demands of the job. When I didn't get a rest break or a meal period, or when I was not able to
22 take a full uninterrupted by work 10-minutes, or 30-minutes for meal breaks, Ingram did not
23 pay an hour's pay for those non-compliant breaks. I also used my personal cell phone to
24 communicate with supervisors during my shifts and to report mechanical failures and was not
25 reimbursed any portion of my monthly cell phone bill for this.

26 5. After I stopped working for Ingram, I searched for and located attorneys
27 specializing in employment matters to talk to about my rights, and the wages I thought I was
28 owed. I retained the Lebe Law firm, and consented to the association of the Cohelan Khoury &

1 Singer law firm to pursue this case as a class action for all other employees, who like me were
2 not properly compensated for all time worked.

3 6. I am not related to any attorney working on the case, I am not aware of any
4 interests I have adverse to the interests of the other Class Members, and I do not have any
5 conflicts that would keep me from adequately representing the Class. I have been and remain
6 committed to prosecuting this case vigorously on behalf of the Class.

7 7. When I decided to become involved in this case as the representative for all
8 other similarly situated Ingram employees, I understood I was not only seeking compensation
9 for myself, but also for them, and that by doing this, I would delay immediate redress available
10 through the Labor Commissioner's office. I agreed to do this for these employees who were not
11 aware of their rights, or afraid to complain to management for fear of losing their jobs.

12 8. This case was filed on June 10, 2020, on behalf of myself and all others
13 employed such as myself. I have responded to written discovery that Ingram served me, which
14 included requests for production of documents, and form and special interrogatories. I worked
15 closely with my attorneys to provide full and complete responses and documents. I also provide
16 my attorneys with five videos I took at Ingram's workplace depicting my late meal breaks.

17 9. I was informed my deposition may likely be taken, and that the preparation and
18 the deposition itself could take multiple days. To familiarize me with the process, my attorneys
19 started my preparation early so I would be prepared and comfortable when the date and time
20 were set. My deposition was not taken, but I feel I would have been adequately prepared.

21 10. Because I stayed in touch with my attorneys, I knew when the mediation was
22 scheduled. I made myself available the entire by telephone for questions asked by my attorneys
23 during the mediation. A settlement was reached, and later a Memorandum of Understanding
24 was sent to me to review and sign, which I did. I later reviewed and signed the longer
25 settlement agreement.

26 11. As a representative for the Class, I have taken my duties and responsibilities
27 seriously and have done all the work asked of me by my attorneys, including staying in regular
28 contact with them since June 2020. Because of this case and the settlement obtained, there will

1 be about 127 other employees who now stand to receive substantial settlement payments they
2 would not have received otherwise.

3 12. The \$10,000 service payment is requested to compensate me for my role in
4 coming forward on behalf of the Class and doing the following: 1) initiating and filing this
5 case; 2) staying in touch with my attorneys on a regular basis throughout since June 2020; 3)
6 searching for and sending documents and providing information to my attorneys; 4) working
7 with my attorneys to provide full and complete responses to multiple sets of discovery; 5)
8 making myself available by phone all day during the mediation and finally consenting to the
9 settlement; 6) risking having a judgment entered against me for some or all of Ingram's costs if
10 this case had been lost; 7) reviewing and signing the memorandum of understanding, and then
11 later, the settlement agreement; and 8) risking potential negative impact on future employment
12 opportunities because I filed this class action lawsuit against a former employer.

13 13. I declare under penalty of perjury under the laws of the United States and the
14 State of California the foregoing is true and correct. Executed 12/1/2021 at Madera,
15 California.

Eric Garcia

Eric Garcia