

LEBE LAW, APLC

Jonathan M. Lebe (SBN 284605)

jon@lebelaw.com

Zachary Gershman (SBN 328004)

zachary@lebelaw.com

777 S. Alameda Street, Second Floor

Los Angeles, CA 90021

Telephone: (213) 358-7046

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58769)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Diana M. Khoury (SBN 128643)

dkhoury@ckslaw.com

Rosemary C. Khoury (SBN 331307)

rkhoury@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001 / Facsimile: (619) 595-3000

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

**DECLARATION OF LINDSAY KLINE ON
BEHALF OF SIMPLURIS, INC. IN
SUPPORT OF MOTION FOR ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: June 15, 2023

Time: 3:30 p.m.

Dept: 503

Judge: Hon. Jeffrey Hamilton

Filed: June 10, 2020

Trial date: Not set

1 I, Lindsay Kline, declare as follows:

2 1. I am employed as a Senior Project Manager by Simpluris, Inc. (“Simpluris”),
3 the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C
4 Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over
5 twenty-one years of age and authorized to make this declaration on behalf of Simpluris and
6 myself.

7 2. Simpluris is a Class Action Settlement Administration company located in
8 Costa Mesa, California. It was founded by individuals who have each managed hundreds of
9 settlements, along with professionals in the areas of Software Development, Third-Party
10 Claims Administration, Mail-House Operations, and Call Center Support Management.

11 3. Simpluris was approved by Counsel for Eric Garcia (“Plaintiff”), and Lightning
12 Source LLC, Ingram Distribution Management LLC and Ingram Content Group LLC.
13 (“Defendants”), (collectively the “Parties”), to provide settlement administration services in
14 the *Garcia v Lightning Source LLC et al* Settlement. In this capacity, Simpluris was charged
15 with (a) establishing and maintaining a related settlement fund account; (b) establishing and
16 maintaining a calendar of administrative deadlines and responsibilities; (c) processing and
17 mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing
18 the Notice of Class Action Settlement and Change of Address Form to Class Members; (e)
19 receiving and validating Requests for Exclusion, Objections or Disputes of Workweeks and/or
20 Pay Periods submitted by Class Members; (f) calculating Employer Payroll Taxes and
21 providing appropriate forms and calculations to Defendants; (g) mailing settlement checks, (h)
22 providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the
23 Court orders Simpluris to perform.

24 **TOLL FREE TELEPHONE HELPLINE**

25 4. A toll-free telephone number was included in the Notice of Class Action
26 Settlement and Change of Address Form for the purpose of allowing the Class Members to
27 call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24
28 hours a day, 7 days a week, and will remain in operation throughout the settlement process.

1 Callers have the option to speak with a live call center representative during normal business
2 hours or to leave a message and receive a return call during non-business hours. Spanish-
3 speaking representatives are available during normal business hours. The toll-free telephone
4 number included in the Notice of Class Action Settlement and Change of Address Form was
5 (888) 369-3780 and was live on March 27, 2023.

6 **NOTIFICATION TO THE CLASS**

7 5. On November 21, 2022, Simpluris received the Court-approved Notice of Class
8 Action Settlement and Change of Address Form (hereafter “Notice”). The Class Notice
9 advised Class Members of their right to request exclusion from the Settlement, object to the
10 Settlement, dispute workweeks, do nothing, and the implications of each such action. The
11 Class Notice advised Class Members of applicable deadlines and other events, including the
12 Final Approval Hearing, and how Class Members could obtain additional information.

13 6. On January 27, 2023, Defense Counsel provided Simpluris with a mailing list
14 (“Class List”) containing Class Members’ names, most recent mailing address, Social Security
15 numbers, dates of employment and workweeks for each Class Member during the Class
16 Period. The Class List contained data for one hundred and twenty-three (123) Class Members.

17 7. The mailing addresses contained in the Class List were processed and updated
18 utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal
19 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service.
20 In the event that any individual had filed a U.S. Postal Service change of address request, the
21 address listed with the NCOA would be utilized in connection with the mailing of the Class
22 Notice. Simpluris was able to locate twenty-four (24) updated addresses using NCOA prior to
23 the mailing of the Class Notice.

24 8. On March 27, 2023, Class Notices were mailed to one hundred and twenty-
25 three (123) Class Members with addresses contained in the Class List via First Class mail or
26 updated via the NCOA search. A copy of the Class Notice is attached hereto as **Exhibit A**.

27 9. A total of twelve (12) Class Notices were returned to Simpluris. Of these, one
28 (1) was returned with a forwarding address. If a Class Member’s Class Notice was returned by

1 the USPS as undeliverable and without a forwarding address, Simpluris performed an
2 advanced address search (i.e., skip trace) on all of these addresses by using Accurint, a
3 reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and
4 previous address to locate a current address. Through the advanced address searches,
5 Simpluris was able to locate ten (10) updated addresses and Simpluris promptly mailed a Class
6 Notice to those updated addresses. As of this date, there is one (1) Class Notice that remains
7 undeliverable.

8 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

9 10. The deadline for Class Members to submit a Request for Exclusion, Object to
10 the Settlement or Dispute Workweeks and/or Pay Periods is May 26, 2023.

11 11. As of this date, Simpluris has not received any Requests for Exclusion from a
12 Class Member.

13 12. As of this date, Simpluris has not received any Objections to the Settlement
14 from Class Members.

15 13. As of this date, Simpluris has not received any Disputes regarding Workweeks
16 and/or Pay Periods from Class Members.

17 **CLASS MEMBER AWARDS**

18 14. As of this date, there are one hundred and twenty-three (123) Class Members
19 who will be paid their portion of the Net Settlement Fund.

20 15. The Net Settlement Fund of \$493,527.66 available to pay Class Members was
21 determined by subtracting the Class Counsel's Fees (\$286,666.67), Class Counsel's Litigation
22 Costs (\$15,405.67), Named Plaintiffs Service Awards (\$10,000.00), PAGA payment
23 (\$50,000.00), and the Administration Costs (\$4,400.00) from the Maximum Settlement
24 Amount (\$860,000.00).

25 16. The *average estimated settlement payment* is \$4,012.42, and the *highest*
26 *estimated settlement payment* is \$11,798.88. The *estimated settlement payment* to Named
27 Plaintiff Garcia is \$4,026.77.

28 //

17. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$4,400.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

Lindsay Kline
Lindsay Kline

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Eric Garcia v. Lightning Source LLC, et al.
Superior Court of California, County of Fresno, Case No. 20CECG01641

This Notice was authorized by the Court. This is not a solicitation from a lawyer.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected whether you act or don't act.

TO: All current or former non-exempt employees of Lightning Source LLC, Ingram Distribution Management LLC, and Ingram Content Group LLC, employed in California at any time from April 6, 2016 through June 28, 2021, ("Class Member(s))."

«IMbJullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
«Barcode_165620»

If you are a Class Member, as described above, you are eligible for a payment from the Class Action Settlement described in this Notice without the need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING TO RECEIVE A PAYMENT	To receive your Settlement Payment shown in Paragraph 9, you do not need to do anything. Your estimated Settlement Payment will be mailed to you after the Court grants final approval of the Settlement. [You must keep a current address on file with the Administrator to ensure receipt of your Settlement Payment].
UPDATE YOUR ADDRESS	Update your personal information with the Administrator to make sure your Settlement Payment is sent to the correct address. (A Change of Address Form and return envelope are enclosed with this Notice.)
EXCLUDE YOURSELF	You may ask to exclude yourself from the Class (to opt out), if you do not wish to participate in the Settlement. See Paragraphs 15-17. If you opt out, you will not release the Class claims, and you will not receive a Settlement Payment. This is the only option that allows you to pursue your own claims (in your own lawsuit) against the same Defendants about the legal claims in this case.
OBJECT	You may also object and tell the Court why you don't like the Settlement. See Paragraph 18. If the Court approves the Settlement despite your objection, you will still be bound by the terms of the Settlement, and a Settlement Payment will be mailed to you. Your objection may be submitted in writing, or you may appear at the time of the Final Approval Hearing to comment upon the Settlement.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **LIGHTNING SOURCE LLC, INGRAM DISTRIBUTION MANAGEMENT LLC (erroneously sued as “INGRAM DISTRIBUTION MANAGEMENT INC), AND INGRAM CONTENT GROUP LLC, SUPPORT THE SETTLEMENT AND WILL NOT RETALIATE IN ANY WAY AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THE RIGHTS AND OPTIONS DESCRIBED IN THIS NOTICE**

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because company records of Defendants Lightning Source LLC, Ingram Distribution Management LLC, and Ingram Content Group LLC, show that you were employed by at least one of them in California as a non-exempt employee some time during the period from April 6, 2016 through June 28, 2021, and as such, are a member of the Class.

A Court authorized this Notice because you have a right to know about the proposed Settlement of the class action Lawsuit, and about all of your options before the Court decides whether to finally approve it. This Notice explains the Lawsuit, the Settlement, your rights, the Settlement Payment you are entitled to receive under the terms of the Settlement if you do not opt out of the Class, and how to get them.

2. What is this Lawsuit about?

The Complaint in the *Garcia vs. Lightning Source LLC, Ingram Distribution Management LLC (erroneously named as Ingram Distribution Management Inc), and Ingram Content Group LLC*, action was filed on June 10, 2020 by Plaintiff on behalf of himself and all members of the Class in the Superior Court for the County of Fresno, Case No. 20CECG01641, (the “Lawsuit” or “Action”).

In the Action, Plaintiff has alleged Lightning Source LLC, Ingram Distribution Management LLC, and Ingram Content Group LLC (collectively, “Defendants” or “Lightning Source”) failed to pay Class Members all wages due for all hours worked, failed to pay all wages when due, failed to properly calculate and pay all earned overtime wages, failed to provide legally compliant meal and rest breaks or compensation to them for non-compliant meal and rest breaks, and failed to reimburse business expenses. Based on these alleged violations, Plaintiff also asserted derivative claims for issuing inaccurate wage statements, and failure to timely pay all wages due upon separation from employment. On the basis of these allegations, Plaintiff alleged that Defendants violated California’s Unfair Competition Law, Business & Professions Code sections 17200 *et seq.*, and has claimed entitlement to civil penalties under the California Labor Code Private Attorneys General Act, (“PAGA”), California Labor Code sections 2698, *et seq.*

Defendants have denied and continue to deny all the claims and contentions alleged in the Action and maintain they have fully complied with the law at all times. The Settlement is not an admission that Defendants did anything wrong or an indication any law was violated, and the Court overseeing this Action has not ruled on whether Defendants violated any law.

3. What is a Class Action?

In a class action, a person called a Class Representative (here, Eric Garcia) sues on behalf of themselves and all other people who may have similar claims. The group of people with similar claims is called a “Class.” Each person covered by the Class definition is a “Class Member.” One court decides the issues for all Class Members. In this Action, Superior Court for the County of Fresno, Judge Kimberly Gaab, is in charge of this class action lawsuit.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff Eric Garcia or Defendants. Instead, both sides agreed to a settlement of the Action (“Settlement”). That way, they avoid the cost of a trial, and members of the Class will receive compensation from the Settlement. Mr. Garcia, who was appointed the Class Representative by the Court, and his attorneys, believe the Settlement is best for all Class Members.

5. Who are the Parties in this Lawsuit?

Plaintiff Eric Garcia was employed by one or all of the Defendants from May 7, 2018 through February 18, 2020 as an operations employee in the position of “Operations Team Lead – 2nd Shift.”

Defendants in this Action are Lightning Source LLC, Ingram Distribution Management LLC, and Ingram Content Group LLC.

The Class, for purposes of this Settlement only, is defined as all current or former non-exempt employees of Lightning Source LLC, Ingram Distribution Management LLC, and Ingram Content Group LLC employed in California at any time during the Class Period defined as from April 6, 2016 through June 28, 2021. There are an estimated 127 Class Members who worked 10,818 weeks during the Class Period.

6. Who are the Attorneys for Plaintiff and the Class?

The Court appointed Lebe Law, APLC and Cohelan Khoury & Singer as Class Counsel and found they are competent and experienced and will adequately represent the Class. Their addresses are:

COHELAN KHOURY & SINGER

Michael Singer/Diana M. Khoury/Rosemary C. Khoury
605 C Street, Suite 200
San Diego, California 92101
Telephone: (619) 595-3001

LEBE LAW, APLC

Jonathan Lebe
777 S. Alameda Street, Second Floor
Los Angeles, California 90021
Telephone: (213) 358-7046

7. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$860,000 to fully and finally resolve all claims in the Action (referred to as the “Gross Settlement Amount”). From this amount, Class Counsel will apply to the Court for: (1) attorneys’ fees of up to \$286,666.67; (2) litigation costs estimated at \$18,000; (3) a Class Representative Service Payment to Eric Garcia of up to \$10,000 for his work and efforts in initiating and prosecuting the Action, for undertaking the risks of payment of costs in the event of an unsuccessful outcome, and a general release of all claims; (4) Administration expenses not to exceed \$5,000 to Simpluris; and (5) a payment to the California Labor Workforce and Development Agency, under California Labor Code’s Private Attorneys General Act of 2004 (“PAGA”) in the sum of \$37,500 (75% of \$50,000 PAGA Payment) to cover the State of California’s share of all applicable civil penalties implicated or raised by the allegations of the Action. (The exact sum of attorneys’ fees and costs, Class Representative Service Payment, and Administration expenses will be determined by the Court at a Final Approval hearing). In addition, \$12,500 (25% of the \$50,000 PAGA Payment) will be distributed to a subset of Class Members who were employed at any time during the period from April 6, 2019 through June 28, 2021 (“PAGA Members”) based on the number of pay periods each worked during that time. Regardless of whether a Class Member requests to be excluded from the Class, if he or she is a PAGA Member, he or she will receive a proportionate share of the \$12,500.

The remaining balance estimated at \$490,333.33, the “Net Settlement Amount” will be apportioned and paid entirely to all Class Members who do not request to be excluded from Class. **A claim form is not required to receive this Settlement Payment.**

Any portion of the Net Settlement Amount which would otherwise have been paid to Class Members who have requested to be excluded from the Class will be redistributed and paid to Class Members who remain in the Class. No portion of the Gross Settlement Amount will return to Defendants under any circumstances.

8. How will Settlement Payments be Calculated?

Class Members who do not request to be excluded from the Class and this Settlement will receive their share of the Net Settlement Amount based on the number of their Work Weeks at any time from April 6, 2016 through June 28, 2021, (“Class Period”). A Work Week is defined as any week in which a Class Member worked at least one day in that week as reflected by Defendants’ employment records.

With an estimated 10,818 Work Weeks worked by the 127-member Class during the Class Period, a Class Member can expect to receive an estimated **\$45.32** for each week worked during the Class Period.

The Settlement Payment will be characterized as ten percent (10%) unpaid wages and subject to payroll taxes and withholdings for which an IRS W-2 Form will be issued; and 45% considered payment of penalties and 45% as payment of interest which shall each be reflected on IRS 1099 Forms issued to Participating Class Members. Participating Class Members should consult with their tax advisors concerning the tax consequences of the Settlement Payments received under the Settlement.

A subset of the Class, PAGA Members, are those who worked at any time during the PAGA Period defined as any time from April 6, 2019 through June 28, 2021 (“PAGA Period”). There are 85 PAGA Members who worked an estimated 2,623 Pay Periods during the PAGA Period. Each will receive a proportionate share of the \$12,500 of the PAGA Penalty based on the number of Pay Periods each worked during the PAGA Period. With an aggregate 2,623 Pay Periods worked by PAGA Members, each will receive an estimated \$4.76 for each Pay Period worked during the PAGA Period, and will release all PAGA claims alleged in the Action regardless of whether they request exclusion from the Class.

9. How much will my Settlement Payment be?

Defendants’ business and personnel records reflect that you were non-exempt employee in California sometime during the April 6, 2016 through June 28, 2021 Class Period, and worked «MERGED_ClassWW» Weeks during the Class Period.

Defendants’ records also show that you were employed «MERGED_PayPeriods_CALC» Pay Periods during the period from April 6, 2019 through June 28, 2021 PAGA Period. Based on this information, your share of the Settlement funds is estimated to be

\$«MERGED_EstSettAmnt_CALC», less payroll taxes. Your Settlement Payment check will be mailed to you at the address on file with the Administrator. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit.

HOW TO GET A SETTLEMENT PAYMENT

10. How can I get my Settlement Payment?

You do not need to do anything to receive your Settlement Payment. **A claim form is not required.**

If the Court approves the Settlement at the scheduled Final Approval Hearing, your Settlement Payment will be mailed to the address this Notice was mailed to, unless you have updated your address with the Administrator. **It is your responsibility to keep the Administrator informed of any change in your mailing address.** A Change of Address form is enclosed with this Notice for your convenience. It is strongly recommended you retain a copy of any completed Change of Address form until you receive your entire Settlement Payment.

11. What if the number of Work Weeks or Pay Periods Shown in this Notice is Wrong?

If you believe the number of Work Weeks or Pay Periods shown in Paragraph 9 is wrong, send a letter addressed to *Garcia v. Lightning Source LLC, et al.*, c/o Settlement Administrator P.O. Box 26170 Santa Ana, CA 92799, stating what you believe to be the correct number of Work Weeks or Pay Periods. Your letter must be postmarked on or before May 26, 2023.

Include any documents or other information which supports what you believe to be the correct number of Work Weeks or Pay Periods. The Administrator will resolve any disputes using Defendants' records and any information you provide. If the Parties disagree with the Administrator's determination, the Court will resolve the issue.

12. When can I expect to receive my Settlement Payment?

If no Class Member objects to the Settlement, and no appeal is sought, and the Court finally approves the Settlement, your share of the Settlement will be mailed to you approximately one month after the Court grants final approval of the Settlement.

13. What am I giving up to get my Settlement Payment?

You will give up or "release" the following claims described below:

Released Claims:

Participating Class Members (those who do not return a request to be excluded from the Class) will release Lightning Source LLC, Ingram Content Group LLC and Ingram Distribution Management LLC, their parents, subsidiaries, officers, shareholders, members, directors, agents, attorneys, employees, and insurers ("Released Parties") from the Released Claims defined as all claims of wrongful conduct, causes of action or legal theories of relief alleged or otherwise raised, or that could have been raised on the facts alleged in the Complaint, including all of the following: (1) failure to pay minimum wages (Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198, and IWC Orders); (2) failure to pay overtime wages (Labor Code §§ 510, 1194, 1198); (3) failure to provide rest periods and proper meal periods or compensation in lieu thereof (Labor Code §§ 226.7, 512, and IWC Orders); (4) failure to timely pay wages due while employed and at termination of employment (Labor Code §§ 201 - 204, 210 and IWC Orders); (5) failure to provide accurate wage statements (Labor Code § 226); (6) failure to reimburse business expenses (Labor Code § 2802, and IWC Orders); (7) Unfair Business Practices (Business & Professions Code §§ 17200, et seq.); and (8) civil penalties pursuant to the Private Attorneys General Act, ("PAGA"), Labor Code §§ 2698, et seq., for the above-referenced Labor Code violations, and all damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, and other amounts or types of relief recoverable under said claims, causes of action, or legal theories of relief, or other claims based on the facts alleged in the Action.

Class Members who remain in the Class, who do not exclude themselves, will be considered to have accepted the release and to have waived the Released Claims against the Released Parties.

Class Members who successfully exclude themselves from the Class will not receive a share of the Net Settlement Amount, but will receive their proportionate share of the \$12,500 based on the number of Pay Periods employed during the PAGA Period, April 6, 2019 through June 28, 2021, and will release only claims alleged under PAGA.

14. Will I be Subject to Discipline if I Participate in the Settlement?

No. California law protects individuals and employees from retaliation based on their decision to participate or to not participate in a class action settlement. Defendants are prohibited by law from retaliating in any way based on your decision to participate or to not

participate in the settlement. Your decision to participate, not participate, or object to this Settlement will not impact your employment with Defendants or Defendants' treatment of you as a former employee in any manner.

EXCLUDING YOURSELF FROM THE SETTLEMENT?

15. How do I get out of the Class Action?

If you wish to pursue your own separate lawsuit against Defendants for the claims alleged in the Action, or if you otherwise wish to not be in the Class or to participate in the Settlement for whatever reason, you should exclude yourself from this case (that is, "opt out" of the Settlement). To opt out and exclude yourself from the Class and this Settlement, you must submit a written request for exclusion. Your request for exclusion must include (a) the case name and case number; (b) your full name, current address, telephone number, and last four digits of your social security number; and (c) your signature. The request for exclusion should state in substance:

"I wish to be excluded from the case entitled *Eric Garcia v. Lightning Source LLC, et al.*, Case No. 20CECG01641, filed in the Superior Court of California, County of Fresno and the Settlement. I understand by requesting to be excluded from the Action and Settlement, I will receive no money from the Class Settlement described in this Notice."

Your request for exclusion letter must be mailed to the Administrator postmarked no later than May 26, 2023 in the envelope provided or in a separate envelope addressed to:

Garcia v. Lightning Source LLC, et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself from the Lawsuit, you give up any right to sue Defendants for the claims raised in this Lawsuit and which this Settlement resolves. ***If you have a claim or lawsuit already filed against any of the Defendants, you must speak to your lawyer in that case immediately.*** You may need to opt out of this Lawsuit to continue your own lawsuit. Remember, the deadline to postmark a valid request for exclusion is May 26, 2023.

16. If I exclude myself from the Class Action and Settlement, can I still get a Settlement Payment?

No and Yes. You will not receive any portion of the Net Settlement Amount estimated at \$490,533.33 for the Work Weeks you worked during the Class Period. The Settlement Payment you would have received (as shown in Paragraph 9 above) will be distributed on a proportionate basis to Participating Class Members.

And yes, even if you opt out of the Class and the Settlement, California law provides that you will receive a portion of the \$12,500 of the PAGA Penalties based on the number of Pay Periods you were employed during the PAGA Period.

OBJECTING TO THE SETTLEMENT

17. How do I object if I don't think the Settlement is fair?

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court you don't agree with the Settlement or some part of it. The Court will consider your views. You must state what your objection(s) are to the Settlement, and include the case name and number: *Eric Garcia v. Lightning Source LLC, et al.*, Case No. 20CECG01641. Be sure to include your full name, current address and telephone number, and the specific reasons you object to the Settlement. You may mail your written objection to the address listed below, on or before May 26, 2023.

Garcia v. Lightning Source LLC, et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

THE COURT'S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval hearing in Department 503 of the Superior Court of California, County of Fresno located at the B.F. Sisk Courthouse, 1130 O Street, Fresno, California 93721-2220 June 15, 2023 at 3:30 p.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative's Service Payment, and the Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. You may also hire and pay your own lawyer to attend.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing.

THE COURT'S FINAL FAIRNESS HEARING

21. Who may I contact if I have questions about the Settlement?

This Notice is a summary of the basic terms of the Settlement. For more information, you may review the Settlement pleadings in this case, including the Settlement Agreement, at any time during regular business hours in the Superior Court of California, County of Fresno located at the B.F. Sisk Courthouse, 1130 O Street, Fresno, California 93721-2220. You may also examine case records online on the Fresno County Superior Court's website, www.fresno.courts.ca.gov/. The documents filed in this case are listed in the Register of Actions, some may be available to view at a minimal charge.

You may also contact the attorneys for the Plaintiff and the Class, whose contact information is included in Paragraph 6 above, for more information or if you have specific questions. You may also contact the Administrator by calling toll free 1-888-369-3780, or writing to: *Garcia v. Lightning Source LLC, et al*, c/o Settlement Administrator P.O. Box 26170 Santa Ana, CA 92799

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF DEFENDANTS' MANAGERS, SUPERVISORS, HUMAN RESOURCES, OR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

- A. It is your responsibility to ensure that the Administrator has your current mailing address and telephone number on file. It is the address to which your Settlement Payment will be mailed.
- B. Settlement Payment checks must be cashed soon after receipt. Proceeds of checks which remain uncashed 120 days after the date of issuance will be transmitted to the State of California, Controller's Office, Unclaimed Property Division for further handling. If you lose or misplace a check, you should contact the Administrator immediately to request a replacement.

Eric Garcia v. Lightning Source LLC, et al.
Superior Court of California, County of Fresno,
Case No. 20CECG01641

CHANGE OF ADDRESS FORM

I wish to change my name and/or mailing address and/or other contact information, for purposes of receiving communications related to this Lawsuit (*Eric Garcia v. Lightning Source LLC, et al.* filed in the Superior Court of California for the County of Fresno, Case No. 20CECG01641, hereinafter referred to as the “Action” or the “Lawsuit”), to the following:

«FirstName» «LastName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_165623»

«City», «State» «Zip»

Name (First, Middle, Last): _____

Former Names (if any): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): Home: _____ Work: _____

Email: _____

Last 4 digits of Social Security Number: _____ **[Required]**

I understand all future correspondence in this Action, including but not necessarily limited to important notices or settlement payments, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Dated: _____, 2023

Signature

[Required]

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST CLASS MAIL TO:**

Garcia v. Lightning Source LLC, et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799