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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 RENEWED MOTION FOR
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 13, 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, to clock in and out for work and for meal breaks, I
19 swiped my badge at the time clock located in the facility. A few times, I used time correction
20 forms to write down my times when, for some reason, I could not record them electronically.
21 Despite clocking my times accurately, Ingram would round my time worked to the nearest
22 quarter hour. I also received, and acknowledged receiving, the California Addendum to the
23 Employee Handbook provided by Defendants. Attached as Exhibit 1 is a true and correct copy
24 of my signed acknowledgement of receipt, dated May 15, 2018. Despite understanding that the
25 written policy was to provide me with compliant meal and rest breaks, I was not able to
26 regularly take 10-minute rest breaks or full 30-minute meal breaks, and many times when I did
27 take those breaks, they were cut short because of the demands of the job. Based on my
28 observations, this was true for other class members as well, as we all worked in the same

1 factory under the same time pressures and demands. When I didn't get a rest break or a meal
2 break, or when I was not able to take a full uninterrupted by work 10-minutes, or 30-minutes
3 for meal breaks, Ingram did not pay an hour's pay for those non-compliant breaks. I also used
4 my personal cell phone to communicate with supervisors during my shifts and to report
5 mechanical failures and was not reimbursed any portion of my monthly cell phone bill for this.
6 Ingram provided "All Fresno Associates," including me, a written policy prohibiting employees
7 from using their cell phones on work time, but I felt I needed to use my cell phone to
8 communicate on work time. Attached as Exhibit 2 is a true and correct copy of my signed
9 acknowledgment of the cell phone policy, dated May 9, 2018.

10 5. After I stopped working for Ingram, I searched for and located attorneys
11 specializing in employment matters to talk to about my rights, and the wages I thought I was
12 owed. I retained the Lebe Law firm, and consented to the association of the Cohelan Khoury &
13 Singer law firm to pursue this case as a class action for all other employees, who like me were
14 not properly compensated for all time worked.

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

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

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

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

11. As a representative for the Class, I have taken my duties and responsibilities seriously and have done all the work asked of me by my attorneys, including staying in regular contact with them since June 2020. Because of this case and the settlement obtained, there will be about 127 other employees who now stand to receive substantial settlement payments they would not have received otherwise.

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

13. I declare under penalty of perjury under the laws of the United States and the State of California the foregoing is true and correct. Executed 9/15/2022 at Madera, California.

Eric Garcia

Eric Garcia

EXHIBIT 1

CALIFORNIA ADDENDUM TO ASSOCIATE HANDBOOK

ACKNOWLEDGMENT AND AGREEMENT

This will acknowledge that I have received my copy of the Ingram Content Group Associate Handbook, and the California Addendum to the handbook (together referred to as the "Associate Handbook"), and that I will familiarize myself with their contents.

I understand that the Associate Handbook represents the current policies, regulations, and benefits of the Company. However, the Company retains the right to prospectively add, change, delete or modify policies, benefits, wages, and all other working conditions at any time (except as expressly set forth in the Associate Handbook and except for the policy of "at-will employment," which may not be changed, altered, revised or modified without a written agreement signed by both myself and the President/CEO of the Company).

I further understand that nothing in the Associate Handbook creates or is intended to create a promise or representation of continued employment, and that my employment, position, and compensation at the Company are at-will, and may be changed or terminated at the will of the Company. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has a similar right. My signature below certifies that I understand the foregoing agreement that at-will status is the sole and entire agreement between the Company and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning my employment with the Company.

Eric Garcia
Print Full Name

Eric Garcia
Signature

5/15/18
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]

EXHIBIT 2

INGRAM

TO: All Fresno Associates
FROM: Gary Stahl
Robin Conrad
DATE: June 2, 2014
SUBJECT: Fresno Cell Phone Policy

The Fresno facility is a production driven environment and the use of cell phones while on work time is prohibited. Failure to adhere to the following cell phone policy guidelines could result in progressive counseling up to and including termination.

1. Cell phones may be used on designated paid company breaks, lunches, and before and after work.
2. Placing or receiving calls on a cell phone is only permitted while in break rooms or outside the warehouse.
3. Cell phones may be carried during work time but may not be used during work time. Placing or receiving calls, checking the time, and/or text messaging, is prohibited during work time. Some examples of when cell phone usage is not allowed would be during rest room breaks, transferring from one department to another, and while engaged in work.
4. Fresno Leadership team and members of maintenance are issued cell phones for work use. Leadership team members and maintenance members are authorized to use their cell phones in the facility due to business needs.
5. Ingram recognizes there will be emergency situations. Certainly, if an associate believes he/she or a fellow associate is in imminent medical danger, cell phones may be used to contact 911. If an associate is expecting a call, they should provide the caller with either the administrator's phone number or their immediate supervisor's number.
6. Under no circumstances will associates be allowed to utilize the camera function on any type of wireless device while inside any LSI company facility (unless authorized by the management team). Associates who use the camera function to take pictures inside any LSI company facility may be subject to immediate termination of employment.

Your signature below acknowledges your agreement to partner with us and abide by our cell phone policy in your daily activities.

Eric Garcia
Associate Name (Print)

[Signature]
Associate Signature

5/9/18
Date