

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 ERIC GARCIA 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, 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 called 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 am not related to any attorney working on the case, I am not aware of any
7 interests I have that are averse to the interests of any class member, and I do not have any
8 conflicts that would keep me from adequately representing the class. I have been and remain
9 committed to prosecuting this case vigorously on behalf of the class. I agreed to become a
10 representative and named plaintiff in this case to represent other employees who experienced
11 similar violations as me.

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

19 4. I understand that in addition to my participating Class Member amount
20 estimated to be \$4,026.77, I am eligible for an additional Class Representative Service Payment
21 and that this payment is subject to Court approval. I believe \$10,000 is reasonable given the
22 work I did and hours I expended to bring and prosecute this action, the risks I undertook, and
23 that I have achieved an excellent result for the Class.

24 5. **Work Undertaken:** The substantial work I performed to bring and prosecute
25 this action included: searching for an attorney; answering a wage and hour questionnaire from
26 Lebe Law to ascertain my claims; talking with attorneys at Lebe Law to see whether they could
27 assist me in bringing a case; providing five videos which I recorded showing myself clocking
28 in and out on Ingram's electronic timeclock, which allowed counsel to understand how the time

1 clocking worked and which showed my meal breaks were late; reviewing and signing an
2 authorization form for my employer to release employment records to Lebe Law; answering
3 my counsel's questions about the documents Ingram produced; reviewing and signing an
4 engagement agreement with Lebe Law; reviewing and signing a joint prosecution agreement
5 with Lebe Law and Cohelan Khoury & Singer; working with my attorneys for many hours to
6 answer discovery propounded to me, including 22 requests for production and over 50 form
7 and special interrogatories, and to locate and produce over one-hundred document pages in my
8 possession; emailing with my attorneys every few months for case updates; making myself
9 available for consultation on the day of mediation; reviewing and discussing the Memorandum
10 of Understanding and Settlement Agreement with my counsel, before signing them; providing
11 information for the motion for preliminary approval, then providing more information for a
12 renewed motion for preliminary approval; and working with my attorneys to create my
13 declarations supporting preliminary and final approval before signing them. Although
14 Defendants did not take my deposition, I believe I would have been prepared to sit for one
15 given that my attorneys and I spoke extensively about my case and claims. While it is difficult
16 to estimate the exact amount of time I expended, I estimate I spent approximately 40 to 60
17 hours working on this case.

18 6. **Risks Undertaken:** I understood that by bringing this case, I risked having a
19 judgment entered against me for some or all of Ingram's costs if the case was lost. I also
20 understood the potential negative impact bringing a lawsuit might have on future employment
21 prospects. Other potential employers might see my name on this lawsuit and decide not to hire
22 me because they are afraid I will sue them for workplace violations too. Despite these risks, I
23 decided to file this lawsuit because I felt it was the right thing to do.

24 7. **Excellent Result for the Class:** When I decided to bring this case as the
25 representative for all other non-exempt Ingram employees, I understood I was not only seeking
26 compensation for myself, but also for them, and that by doing this, I would delay having my
27 own claims resolved. I agreed to do this for these employees who were not aware of their
28 rights, or afraid to complain to management for fear of losing their jobs. It feels good knowing

1 that because my case settled, 123 other employees will receive about \$4,000 each. Given that,
2 as I recall, my coworkers were making less than \$20.00 per hour, this will be like them
3 receiving a paycheck for 200 hours—or 5 weeks—of work.

4 8. I am aware of the agreed-upon division of attorneys' fees. On May 21, 2020, I
5 consented in writing to the division of attorneys' fees between Lebe Law, APLC (50%) and
6 Cohelan Khoury & Singer (50%).

7 9. I declare under penalty of perjury under the laws of the United States and the
8 State of California the foregoing is true and correct. Executed on 5/17/2023 in the City of
9 Fresno, California.

Eric Garcia

Eric Garcia