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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLOS GARCIA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

POVAC INVESTMENTS, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24STCV03101

[*Assigned for all purposes to the Hon. Theresa M. Traber, Dept. 1*]

PLAINTIFFS' SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

NACR Date: October 22, 2026
Time: 10:30 a.m.
Dept.: SSC-1

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

Plaintiffs Carlos Garcia and Edgar Ixen ("Plaintiffs"), jointly and on behalf of a class of similarly situated individuals, hereby submits this Supplemental Brief in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (the "Motion").

PROCEDURAL HISTORY

Plaintiffs filed their Motion for Preliminary Approval of Class Action Settlement on May 8, 2026, setting it for hearing on September 22, 2026.

On September 21, 2026, the Court issued its tentative ruling identifying issues for the Parties to address in supplemental briefing. On September 22, 2026, the Court issued the ruling as final. Consistent therewith, Plaintiffs hereby submit the instant supplemental brief (and accompanying declaration) to address the issues identified by the Court in the same order identified in the tentative ruling.

A true and correct copy of the Amended Class Action and PAGA Settlement Agreement and Class Notice with changes in redline is attached to the further supplemental declaration of Milan Moore ("Further Supp. Moore Decl."), as **Exhibit A**.

A true and correct copy of the Amended Class Action and PAGA Settlement Agreement with Class Notice with all redlines accepted and executed by the Parties is attached to Further Supp. Moore Decl., as **Exhibit B**.

ISSUE IDENTIFIED IN THE COURT'S RULING

1. Fee Split

Pursuant to the Court's ruling, the attorney fee split is as follows:

- Lidman Law, APC – 32%
- Haines Law Group, APC – 48%
- Brian Mitchell, A Law Corporation – 20%

Brian Mitchell, a Law Corporation is the referring attorney. Both Plaintiffs have given written approval of this fee splitting agreement. Furth Supp. Moore Decl., ¶ 6.

2. **Sampling of Time and Payroll Data of the Class**

In advance of mediation, Defendant produced timekeeping and payroll data for Plaintiffs and other putative class members, totaling a 20% sample. Defendant also produced its wage and hour policies and other relevant documents and information relevant to the claims alleged. Further Supp. Moore Decl., ¶ 7. Accordingly, a sample of this group is representative of the entire Settlement Class and is statistically significant and reliable for purposes of evaluating a potential settlement. *See e.g., Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036 (2016) (The Supreme Court held that statistical evidence was admissible to prove liability and damages across a class, thereby allowing it to support class action certification) In *Tyson*, a case involving a class of employees claiming that they did not receive statutorily mandated overtime pay for time spent "donning and doffing protective gear," the court upheld the use of statistical evidence to calculate the additional time class members spent donning and doffing, even though differences in the type of gear worn meant that plaintiffs may have taken different amounts of time to don and doff. *Id*. at pp. 1042, 1048–1409.

Here, the statistical analysis of the time punch and payroll data was used for the limited purpose of determining predominance of meal period violations in support of Plaintiffs' claims that Defendant had policies and practices that failed to provide all legally compliant meal periods. Indeed, from the time and payroll data, Plaintiffs were able to determine that Defendant had what appears to be an approximate 23.7% facially non-compliant meal period rate. The Settlement Class members worked at the same facility, did similar work, and were paid under the same wage and hour policies. Given these circumstances, the experiences of the 20% sampling, it can be probative as to the experiences of all of the Settlement Class. *Lubin v. The Wackenhut Corp*. (2016) 5 Cal.App.5th 926, 938 (As in *Tyson*, under these circumstances the percentage of the subset of employees who signed meal agreements lacking the required revocation language during a given time period is probative as to the percentage of the class that signed meal agreements lacking the required revocation language.) Further, if all Settlement Class members brought lawsuits for unpaid wages and/or meal period violations, they would rely on timekeeping records similar to the ones in this sampling which also supports a finding that the sampling is statistically reliable. *Id*.

Moreover, Defendant also provided a class list for Plaintiffs to calculate the necessary metrics, including without limitation, class size, number of workweeks and pay periods. After the detailed

review of the documents and data produced by Defendant Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. *Id*. This discovery allowed the parties to assess the merits and value of Plaintiffs' claims and Defendant's defenses thereto.

3. Escalator Clause

Defendant determined that the escalator clause was triggered and elected to shorten the Class, PAGA and Release End Dates to October 13, 2026, which covers a total of 20,987 workweeks.

Thus, the Parties have revised the amended settlement agreement and proposed Class Notice to reflect the end date of October 13, 2026. See Further Supp. Moore Decl., Exhs. A & B.

4. Scope of Release

Pursuant to the Court's ruling, the Parties have made the following changes to the release language:

a. Release by Participating Class Members:

All Participating Class Members, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint,. The claims released include, without limitation: (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to provide accurate, itemized wage statements; (vi) failure to indemnify all necessary business expenditures; (vii) failure to pay all wages owed upon termination; and (viii) unfair competition. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

b. Release by Aggrieved Employees:

All Aggrieved Employees release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. The claims for PAGA penalties released include, without limitation: (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to provide

accurate, itemized wage statements; (vi) failure to indemnify all necessary business expenditures; (vii) failure to pay all wages owed upon termination; (viii) failure to pay all earned wages at least twice during each calendar month; and (ix) failure to maintain accurate records.

See Further Supp. Moore Decl., Exhs. A & B, sections 5.1 and 5.2. The Parties' also mirrored this language in the Class Notice.

5. Paragraph 10.1 Typographical Error

The Parties have revised the language of Paragraph 10.1 to state, "If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,…" See Further Supp. Moore Decl., Exhs. A & B**.**

6. Contents of Notice

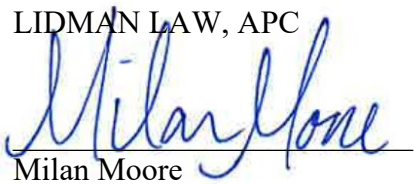
The Parties have revised the Class Notice to include the fee split at page 24, section 3.2.A. and the funding deadline of approximately March 22, 2027 at section 3.1. See Further Supp. Moore Decl., Exhs. A & B.

CONCLUSION

For the foregoing reasons and the reasons discussed in Plaintiffs' Motion, Plaintiffs respectfully request that the Court preliminarily approve the proposed Amended Class Action and PAGA Settlement Agreement and Class Notice, provisionally certify the Settlement Class, and enter the Proposed Order Granting Preliminary Approval of Class Action Settlement.

Dated: October 16, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: 
Milan Moore
Attorneys for Plaintiffs