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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JOAQUIN GARCIA-REYES, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

FASTCILITY CORPORATION, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2024-01430431-CU-OE-CXC

[*Assigned for all purposes to the Hon. Layne H. Melzer, Dept. CX102*]

DECLARATION OF NATHALIE BELTRAN OF ILYM GROUP IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: January 14, 2027
Time: 2:00 p.m.
Dept.: CX102

DECLARATION OF NATHALIE BELTRAN

I, NATHALIE BELTRAN, declare as follows:

1. I am a Case Manager at ILYM Group ("ILYM"), the Court-appointed Class Action Settlement Administrator for *Joaquin Garcia-Reyes v. Fastcility Corporation* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") for this matter, ILYM was responsible for: (i) preparing, printing, and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court, Workweek Dispute & Change of Address Form, Request for Exclusion Form,* and *Objection Form* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (iv) calculating the Net Settlement Amount and the Individual Class Payments to Class Members; (v) calculating and issuing the Individual Class Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vi) issuing the payment to Class Counsel for attorneys' fees and costs, the Class Representative Service Payments to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On July 29, 2026, ILYM received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, workweeks, and PAGA Pay periods for each Class Member ("Class Data") during the Class Period. The final mailing list contained 61) individuals identified as Class Members. There were a total of 6,291 workweeks worked and thus, confirming the escalator clause was not triggered.

4. On July 31, 2026, ILYM conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On August 14, 2026, ILYM mailed the Notice via U.S. first class mail, in English to all 61 Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, 6 Notices have been returned to ILYM and all 6 have been remailed.

7. As of the date of this declaration, ILYM has received 0 Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was October 13, 2026.

8. As of the date of this declaration, ILYM has received zero (0) Notices of Objections from Class Members. The deadline for objecting to the Class Settlement was October 13, 2026.

9. As of the date of this declaration, ILYM has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was October 13, 2026.

10. There are 61 Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of 6,291 Workweeks during the Class Period. Each Workweek is valued at approximately $18.04.

11. The Net Settlement Amount of $116,675.26 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($85,666.66), and Class Counsel costs ($21,808.08), requested Class Representative Service Payment to Plaintiff ($7,500.00), the PAGA Penalties ($20,000.00), and the requested Settlement Administration Costs ($5,350.00) from the Gross Settlement Amount ($257,000.00).

12. Based upon the calculations stipulated in the Settlement, the highest Individual Class Payment to be paid is approximately $4,859.15, the lowest Individual Class Payment to be paid is approximately $37.09, while the average Individual Class Payment to be paid is approximately

$1,912.71. Settlement Class Members will be issued payment of their Individual Class Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment (the net payment is their "Individual Class Payment").

13. Additionally, $20,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 65%, or $13,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or $7,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are 43 Aggrieved Employees who worked a total of 1,366 pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $271.60, the lowest Individual PAGA Payment to be paid is approximately $5.12, while the average Individual PAGA Payment to be paid is approximately 114.75.

14. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

15. Plaintiff's individual settlement amount is $3,429.37.

16. ILYM's costs associated with the administration of this matter are $5,350.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from ILYM is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on October 22, 2026, at Tustin, California.

Nathalie Beltran

NATHALIE BELTRAN

EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Joaquin Garcia-Reyes v. Fastcility Corporation

Orange County Superior Court Case No. 30-2024-01430431-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

If you worked for Fastcility Corporation in California as a non-exempt, hourly employee between October 4, 2020 through October 4, 2025, then you may get money from a class action and PAGA settlement.

You may be eligible to receive money from the settlement of an employee class action lawsuit ("Action") against Defendant Fastcility Corporation ("Defendant" is used herein as a placeholder), for alleged wage and hour violations. The Action was filed by Joaquin Garcia-Reyes ("Plaintiff"), who worked for Defendant as a non-exempt, hourly employee , and seeks payment for a variety of disputed wage and hour claims, including alleged (1) unpaid minimum wages, unpaid overtime wages, unpaid meal and rest period premiums, wage statement penalties, reimbursement for necessary business expenditures, waiting time penalties, and restitution under California Business and Professions Code section 17200 for a class of individuals classified as non-exempt employees ("Class Members") who worked for Defendant during the period of time starting on October 4, 2020 and ending on October 4, 2025 ("Class Period"); and also seeks (2) civil penalties under the California Private Attorney General Act ("PAGA") for all individuals classified as non-exempt employees ("Aggrieved Employees") who worked for Defendant during the period of time starting on October 4, 2023 and ending on October 4, 2025 ("PAGA Period").

Defendants have at all times denied the claims and no violations have been found by the Court. Instead, the Parties agreed to settle to end the litigation. The proposed Settlement has two main parts: (1) a Class Settlement, through which Defendant agreed to fund Individual Class Payments, and (2) a PAGA Settlement through which Defendant agreed to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $«Class_Estimated_Settlement_Amount_» (less tax withholding) and your Individual PAGA Payment is estimated to be $«PAGA_Estimated_Settlement_Amount_».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked «Class_Weeks» workweeks** as a non-exempt employee during the Class Period and **you worked «PAGA_Pay_Periods» pay periods** as a non-exempt employee during the PAGA Period. If you believe that you worked a different number of workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is October 13, 2026**	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator either a written letter or completing the attached Request for Exclusion form by the Opt-out Deadline listed to the left. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Individual PAGA Payments will be issued to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below). You should be aware that Opting Out of the Settlement does **not** return any money to Defendant or provide it any other benefit.
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by October 13, 2026**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing December 3, 2026	The Court's Final Approval Hearing is scheduled to take place on December 3, 2026. You do not have to attend but you do have the right to appear in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by October 13, 2026.**	The amounts of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it/them by October 13, 2026. See Section **4** of this Notice.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not decided the merits of the claims and has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.** At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make the payments agreed on under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is an individual who worked for Defendant as a non-exempt, hourly employee. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failing to provide meal and rest periods, failing to provide accurate wage statements, failing to reimburse all necessary business expenditures, and failing to pay all wages owed upon termination. Based on the same claims, Plaintiff has also asserted a claim for restitution under California Business and Professions Code section 17200 and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA"). Plaintiff is represented by the following attorneys in the Action: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul Haines of Haines Law Group, APC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages or other amounts due and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. Instead, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. **By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.** It simply determined that settling the case now was the best way to end the litigation and return time, resources, and attention to its business.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE MOST IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $257,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant promises to pay a total of Two Hundred Fifty-Seven Thousand Dollars and Zero Cents ($257,000.00). Defendant has agreed to deposit the money that is part of the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA.

   The Gross Settlement Amount is estimated to be fully funded on March 3, 2027. Checks are estimated to be disbursed on March 17, 2027.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $85,666.66 (1/3rd of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000.00 to Class Counsel for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $7,500.00 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment, even though Plaintiff gave up more rights under the Settlement than other Class Members.

C. Up to $5,350.00 to the Administrator for services administering the Settlement.

D. Up to $20,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The calculation is explained more fully below in Section 4.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to liquidated damages, expense reimbursement, interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. For Aggrieved Employees, the tax allocation for PAGA penalties are 100% penalties or non-wages. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. Neither are any of the Parties' attorneys or the Administrator. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). **If you don't cash it by the void date, your check will be automatically cancelled**, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the State Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, either by mail, fax or email, not later than October 13, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to complete and sign the attached Request for Exclusion by the Response Deadline. The other option is to send a letter from you or your representative setting forth your name, present address, e-mail address or telephone number, employee ID number or last four digits of your Social Security number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights, if any, to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. That is, Defendant will not pay any money and Class Members will not release any claims against Defendant that have not already been released by a prior release agreement, if applicable.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opt out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities based on the claims resolved by this Settlement. The Participating Class Members will be bound by the following release:

   All Participating Class Members, on behalf of themselves and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, release Defendant and any respective parent, subsidiaries, affiliates, successors and related entities, including but not limited to Fastcility Corporation, any employee benefit plans sponsored or administered by Fastcility Corporation or such related entities, and any and all of its and their respective past or present officers, directors, partners, members, insurers, agents, assigns, attorneys, employees, trustees, administrators, fiduciaries, and any other persons acting by, through, under, or in concert with any of them ("Released Parties") from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that are based on the facts stated in the Operative Complaint which occurred during the Class Period and for any and all claims that were raised or could have been raised based on the factual allegations made in the Operative Complaint that occurred during the Class Period. This includes claims for (1) Failure to Pay All Minimum Wages Owed (Labor Code §§ 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Failure to Provide Meal Periods (Labor Code §§ 226.7, 512, 558); (4) Failure to Authorize and Permit Rest Periods (Labor Code §§ 226.7, 516); (5) Failure to Provide Accurate, Itemized Wage Statements (Labor Code § 226 *et seq.*); (6) Failure to Indemnify All Necessary Business Expenditures (Labor Code § 2802); (7) Failure to Pay All Wages Owed Upon Termination (Labor Code §§ 201-203); and (8) Unfair Competition (Bus & Prof Code § 17200 *et seq.*).

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement and the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA claims resolved by this Settlement. The Aggrieved Employees' Releases are as follows:

    All Aggrieved Employees are deemed to release, on behalf of themselves and their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, the Released Parties from all claims for PAGA penalties that were or could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. This includes claims for PAGA penalties based on underlying claims for (1) Failure to Pay All Minimum Wages Owed (Labor Code §§ 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Failure to Provide Meal Periods (Labor Code §§ 226.7, 512, 558); (4) Failure to Authorize and Permit Rest Periods (Labor Code §§ 226.7, 516); (5) Failure to Provide Accurate, Itemized Wage Statements (Labor Code § 226 *et seq.*); (6) Failure to Indemnify All Necessary Business Expenditures (Labor Code § 2802); (7) Failure to Pay All Wages Owed Upon Termination; and (8)Failure to Maintain Accurate Records (Labor Code § 1174).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's workweeks. See the attached Workweek Dispute and Change of Address Form for your estimated Individual Class Payment.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 35 percent share of PAGA Penalties ($7,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. See the attached Workweek Dispute and Change of Address Form for your estimated Individual PAGA Payment.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until October 13, 2026 to challenge the number of Workweeks and/or Pay Periods credited to you by completing the attached Workweek Dispute and Change of Address Form. You can submit your challenge by signing and sending a letter to the Administrator via mail, e-mail or fax. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records to the Administrator. The Administrator will accept Defendant's calculation of Class Period Workweeks and/or PAGA Pay Periods based on its records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee even if the Aggrieved Employee opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. **If this address is not correct or you change your address before receiving a check, be sure to notify the Administrator as soon as possible by completing the attached Workweek Dispute and Change of Address Form.** Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you wish to opt-out of the class settlement, either complete the attached Request for Exclusion Form or write a letter. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as "Joaquin Garcia-Reyes v. Fastcility Corporation, Case No. 30-2024-01430431-CU-OE-CXC", and include your identifying information (full name, address, e-mail address or telephone number, approximate dates of employment, and employee ID number or last four digits of your Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by October 13, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to object to the Settlement, you may complete the Objection Form or appear at the Final Approval Hearing.

Before deciding whether to object, you may wish to see the full details of what Plaintiff and Defendant are asking the Court to approve. At least 16 Court days before the December 3, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website https://www.ilymgroup.com/cases or the Court's website https://www.occourts.org/online-services/case-access and entering the Case Number for the Action, Case

No. 30-2024-01430431-CU-OE-CXCA. Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 13, 2026**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Joaquin Garcia-Reyes v. Fastcility Corporation, Case No. 30-2024-01430431-CU-OE-CXC and include your name, current address, e-mail address or telephone number, employee ID number or last four digits of your Social Security number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object by attending the Final Approval Hearing. You should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on December 3, 2026 at 2:00 p.m. in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via online conference (https://occourtsapp.occourts.org/aci/checkin-results?dept=CX102). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website https://www.ilymgroup.com/cases beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group Inc's website at https://www.ilymgroup.com/cases. You can also telephone or send an e-mail to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (https://www.occourts.org/online-services/case-access and entering the Case Number for the Action, Case No. 30-2024-01430431-CU-OE-CXC. You can also make an appointment to personally review court documents in the courthouse at the Civil Complex Center by calling (657) 622-6878. DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Milan Moore
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Facsimile: (424) 322-4775
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mmoore@lidmanlaw.com
tgose@lidmanlaw.com

Paul K. Haines
Haines Law Group, APC
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
Email: phaines@haineslawgroup.com

Settlement Administrator:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax Number: (888) 845-6185
Email Address: Claims@ilymgroup.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address by completing the attached Workweek Dispute and Change of Address Form.

THE JUDGMENT, WHETHER FAVORABLE OR NOT, WILL BE BINDING ON ALL CLASS MEMBERS WHO DO NOT REQUEST EXCLUSION. (CRC, RULE 3.766(d)(4).)

WORKWEEK DISPUTE & CHANGE OF ADDRESS FORM

GARCIA-REYES V. FASTCILITY CORPORATION

Orange County Superior Court, Case No. 30-2024-01430431-CU-OE-CXC

You do NOT have to mail this Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781, or email at Claims@ilymgroup.com, or via fax at (888) 845-6185 **ONLY IF** (1) your personal contact information is incorrect, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

_____

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

_____

Former Names (if any)

_____

New Street Address

_____

City State Zip Code

(III) Information Used to Calculate Your Individual Class Payment and Individual PAGA Payment:

According to Fastcility Corporation ("Defendant")'s records:

You were employed by Defendant and worked a total of «Class_Weeks» workweeks as a non-exempt employee during the time period between October 4, 2020 and October 4, 2025.

You were employed by Defendant and worked a total of «PAGA_Pay_Periods» pay periods as non-exempt employee during the time period between October 4, 2023 and October 4, 2025.

Based on the above, your Individual Class Payment is estimated to be $«Class_Estimated_Settlement_Amount_» and Individual PAGA Payment is estimated to be $«PAGA_Estimated_Settlement_Amount_».

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

_____

_____

_____

_____

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide copies of documentation that establishes that Fastcility Corporation's records are mistaken. Do not submit originals, as they will not be returned. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will ultimately be resolved by the Court as described in the "Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval" that accompanies this Form.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN OCTOBER 13, 2026.

REQUEST FOR EXCLUSION FORM

GARCIA-REYES V. FASTCILITY CORPORATION
Orange County Superior Court, Case No. 30-2024-01430431-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Garcia-Reyes v. Fastcility Corporation***, Orange County Superior Court Case No. 30-2024-01430431-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I may still receive an Individual PAGA Payment and will be bound by the PAGA Release if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

Please note: Any person who timely submits this form will not receive an Individual Class Payment.

Name (Please Print):_____
(First) (Middle) (Last)

Address:_____
(Street)

_____
(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN OCTOBER 13, 2026 AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:

Garcia-Reyes v. Fastcility Corporation
Administrator Name
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Fax: (888) 845-6185
Email: Claims@ilymgroup.com

OBJECTION FORM

GARCIA-REYES V. FASTCILITY CORPORATION
Orange County Superior Court, Case No. 30-2024-01430431-CU-OE-CXC

COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT

You are not required to appear in Court in order to object to the Settlement. If you would like to provide a written objection to the Class Action Settlement of the case entitled *Garcia-Reyes v. Fastcility Corporation,* you must complete all steps listed in 1-5 below. If you are planning on appearing in Court, please circle "yes" in Section 3 below. You may appear in Court to make an objection at the Final Approval Hearing whether or not you submit this form, but it is helpful for the Court and Parties to know whether to expect your attendance.

1. Provide the following information:

Your Name (Please Print):_____
(First) (Middle) (Last)
Your Address:_____

Last 4 Digits of your Social Security Number: _____

2. Describe the reason(s) for your objection to the Settlement (please attach additional documents if you need more space): _____
_____
_____

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for December 3, 2026 at 2:00 p.m.

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number: _____

4. Date and sign this form below:

Dated: _____ Signature: _____

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN OCTOBER 13, 2026.

Garcia-Reyes v. Fastcility Corporation
Administrator Name
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Fax: (888) 845-6185
Email: Claims@ilymgroup.com

ILYM ID: «ILYMID»
«PC_»

EXHIBIT “B”

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Garcia-Reyes v. Fastcility

Invoice For Administrative Solutions

CASE PARAMETERS	
Total Number of Class Members	61
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$325.00
Project Management:	$1,390.00
Notification & Mailing:	$249.71
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$2,490.29
Case Conclusion:	$895.00
Total ILYM Fees & Expenses:	**$5,350.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Garcia-Reyes v. Fastcility

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	$150.00	1	$150.00
Programming of Class Database	Hourly	$175.00	1	$175.00
**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*			**Subtotal**	**$325.00**
PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	$120.00	3	$360.00
Staff Hours for Processing Returned Mail	Hourly	$70.00	1	$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	$70.00	1	$70.00
Report Processing	Hourly	$70.00	1	$70.00
ILYM Group Static Website	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$25.00	1	$25.00
Toll Free Customer Service Representative	Flat Fee	$45.00	1	$45.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$1,390.00**
NOTIFICATION & MAIILING				
Fulfillment of Notice, English only	Per Piece	$1.50	61	$91.50
USPS First Class Postage	Per Piece	$0.74	61	$45.14
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$2.00	9	$18.30
Storage, Photocopies, Deliveries	Flat Fee	$94.77	1	$94.77
			Subtotal	**$249.71**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Garcia-Reyes v. Fastcility

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	$150.00	1	$150.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	1	$125.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	$1.00	61	$61.00
USPS First Class Postage	Per Piece	$0.74	61	$45.14
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$1.50	6	$9.15
Preparation of Taxes	Hourly	$120.00	5	$600.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$2,490.29**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Project Manager Final Reporting	Hourly	$120.00	1	$120.00
Process Unclaimed Funds	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$125.00	1	$125.00

Subtotal **$895.00**

Total ILYM Fees & Expenses: **$5,350.00**