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JOAQUIN GARCIA-REYES

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 MILAN MOORE IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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

I, MILAN MOORE, declare as follows:

1. I am a Partner at Lidman Law, APC, counsel for the named plaintiff Joaquin Garcia-Reyes ("Plaintiff") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an employment litigation boutique, where I successfully represented employees in discrimination, harassment, retaliation and wrongful termination cases in both state and federal court. While non-exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, drafting and opposing motions for remand, demurrers and motions to strike, motions to compel, drafting mediation briefs, and attending mediations.

3. Beginning on June 11, 2018, I worked as an associate at my current firm, Lidman Law, APC. In December 2024, I was promoted to Partner. I am currently staffed on approximately seventy (70) active wage and hour class action lawsuits in both state and federal court.

4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc*., Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc*., Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc*., Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Fregoso v. Amerigas Propane, Inc*., Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc*., Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes

presiding; *Villegas de Torres v. El Monte Superstore Inc*., Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Guzman v. Century Blinds,* Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing,* Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding*; Romero v. Fillmore Hospitality, LLC,* Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc*., Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

5. In 2023, 2024 and 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an honor awarded to no more than two and a half percent of attorneys under the age of forty in Southern California each year.

6. I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

7. On October 4, 2024, Plaintiff filed a putative class action complaint against Defendant in Orange County Superior Court.

8. On October 28, 2024, Defendant filed an Answer to Plaintiff's complaint.

9. Pursuant to a stipulation and Court Order, on January 6, 2025, Plaintiff filed a first amended complaint ("Operative Complaint") adding a single cause of action seeking penalties under the PAGA.

10. Therefore, Plaintiff's allegations are that Defendant: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide meal periods; (4) failed to authorize

and permit rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to indemnify all necessary business expenditures; (7) failed pay all wages owed upon termination; (8) engaged in unfair competition; and (9) is liable for civil penalties under the PAGA.

11. As explained in detail in the Motion for Preliminary Approval, Plaintiffs' primary theories of liability are related to Defendants' alleged unlawful wage and timekeeping policies and practices.

12. Specifically, Plaintiff alleges that he and Settlement Class Members were not fully compensated for all of their time worked. Plaintiff alleges Defendant would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. Plaintiff also alleges that this time shaving and/or rounding practice utilized by Defendant was not-even handed over time and would almost exclusively round and shave in Defendant's favor such that the employees were routinely underpaid for their time worked.

13. Defendant contends that it compensated Settlement Class Members for all of their time worked. Defendant also contends that there were no rounding or shaving practices, and any uncaptured and unpaid time was *de minimis* and therefore non-compensable. Defendant further asserts that Plaintiff would be unable to certify a rounding class given the individualized inquiries that would be required and that the timekeeping data reflected no such rounding practice.

14. Plaintiff alleges that he and the Class Members were not provided with all legally-compliant meal periods beginning before the end of the fifth hour of work, nor were they provided second meal periods when working shifts longer than 10.0 hours. Additionally, Plaintiff alleges his meal periods were regularly interrupted by Defendant, as he was required to answer telephone calls and respond to e-mails during his meal periods. As a result of Defendant's policies and procedures and the work demands imposed by Defendant, Plaintiff alleges that Defendant often provided meal periods that were either late or interrupted or failed to provide a required meal period altogether.

15. Defendant counters that it has always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take all legally compliant meal periods. Defendant further argues that service technicians' (like Plaintiff) routes were structured so that they had the opportunity to take timely, duty-free meal periods. Defendant points out that it is only required to "provide" the

opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so. Defendant also argues that Plaintiff and other Class Members signed meal period waiver agreements.

16. Plaintiff alleges that he and Class Members were also not authorized and permitted to take all required rest periods due to Defendant's rest period policies and practices. Plaintiff alleges that he and other non-exempt employees experienced at least one rest period violation on every shift worked in excess of 3.5 hours, which was approximately 26,585 shifts.

17. Defendant contends it has always maintained and enforced lawful rest period policies and practices, and that Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Defendant also argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an individualized inquiry into whether each Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials.

18. Plaintiff alleges Defendant failed to reimburse non-exempt employees for all necessary business expenses incurred. Specifically, Plaintiff alleges that Defendant required Plaintiff and non-exempt employees to use their personal cell phones for work-related purposes but did not reimburse the non-exempt employees for such usage in violation of Labor Code § 2802.

19. Defendant contends employees, including Plaintiff, were provided with company cell phones, were not required to use their personal electronic devices to communicate with team members and would only do so at their own volition and were prohibited by Defendant's policies from using personal devices. Defendant further contends that any purportedly necessary expenses incurred by non-exempt employees were minimal.

20. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation of Labor Code § 226 as a result of the alleged unpaid meal and rest period premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the wage statements issued to Class Members did not accurately show gross wages earned and net wages earned.

21. Defendant argues that its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed]

injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties.

22. Plaintiff alleges that Defendant is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages owed upon termination/separation of employment.

23. Defendant asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties.

24. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations.

25. Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims will fail. Defendant also maintain that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims.

26. These considerations not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further litigation. Class Counsel carefully vetted the claims at issue and conducted a detailed liability analysis of class-wide data to arrive at the calculated damages figures.

27. After agreeing to participate in private mediation, Defendant informally produced timekeeping and payroll data for the entire putative class, as well as its wage and hour policies and other documents and information relevant to the claims alleged. After the detailed review of the time and payroll records for the putative class and other documents and policies produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This informal discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached. On August 5, 2025, a mediation was held with Lisa Klerman, Esq., a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the factual and legal basis for the claims and defenses. Ultimately, the parties

reached a settlement in principle. In the weeks that followed, the parties finalized the terms of settlement and executed the Class Action and PAGA Settlement Agreement ("Settlement").

28. Plaintiff submitted the Settlement to the Court and the LWDA with his Motion for Preliminary Approval on October 30, 2025. On March 12, 2026, the Court required the Parties to amend the settlement agreement and submit a supplemental brief. The Parties executed an Amended Class Action and PAGA Settlement Agreement and submitted it to the Court and LWDA with supplemental briefing on June 9, 2026.

29. On July 28, 2026, the Court issued an order Granting Preliminary Approval of the Settlement. A true and correct copy of the Order Granting Preliminary Approval is attached hereto as **Exhibit A**. Plaintiff submitted the Order Granting Preliminary Approval to the LWDA on August 4, 2026. A true and correct copy of the submission to the LWDA of the Order Granting Preliminary Approval is attached hereto as **Exhibit B**.

30. The Settlement Class encompasses: all individuals who were employed by Defendant Fastcility Corporation in California and classified as a non-exempt employee at any time during the Class Period." Settlement, ¶ 1.5. Class Period is the period of time from October 4, 2020 through October 4, 2025.

31. In my experience in wage and hour class action matters similar to this one, fee awards generally average around one-third of the gross recovery.

32. My law firm's and co-counsel's work on this case includes, but is not limited to: pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Defendant's documents and policies, propounding written discovery, analyzing Settlement Class Members' timekeeping data and payroll records, drafting a mediation brief, preparing for and attending mediation, negotiating and revising the memorandum of understanding, negotiating and revising the long-form Settlement, drafting the preliminary approval motion and attending the hearing, fielding calls from Class Members, communicating with the Settlement Administrator, preparing this Motion, and otherwise litigating the case.

33. Class Counsel should also be compensated for the risks involved in undertaking this

litigation and expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any compensation for almost three years. During this time, Class Counsel have expended a total of $21,639.04 in actual costs, have devoted substantial time to this litigation, and expect to incur approximately $169.04 future costs for filing this motion, the final declaration regarding distribution of settlement, service and messenger fees, and/or postage fees for a total of $21,808.08. A true and correct copy of my firm and co-counsel's firm's costs is attached hereto as **Exhibit C**.

34. My experience in matters similar to this one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved legal issues including questions surrounding Defendant's obligation to "provide" meal periods and "authorize and permit" rest periods, and the propriety of statutory penalties, to name just a few.

35. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiffs were not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiffs were successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for over 2 years with no payment, all while bearing the risk of non-payment if Plaintiffs were unsuccessful. Moreover, Class Counsel has advanced a total of $21,639.04 (and anticipate incurring an additional $169.04 in actual costs in connection with the final approval, final distribution, and related tasks) in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

36. In this case, Class Counsel have a lodestar of **$116,722.50** which is ***1.36 times more*** than

$85,666.66 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	$950	38.8	$36,860.00
Paul K. Haines (19th Year Attorney)	$975	11.1	$10,822.50
Milan Moore (10th Year Attorney)	$725	70.9	$51,402.50
Tiara Gose-Hardy (7th Year Attorney)	$625	20.1	$12,562.50
Paralegals	$250	20.3	$5,075.00
Total Lodestar			**$116,722.50**

Attached as **Exhibit D** is a true and correct copy of the billing records of Class Counsel**.**

37. Mr. Lidman's proposed hourly rate of $950, Mr. Haines' proposed hourly rate of $975, my proposed hourly rate of $725, and Ms. Gose-Hardy's rate of $625, are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit E**. Based on the *Laffey* Matrix, the hourly rate for a 20-plus year attorney is $1,227, the hourly rate for a 19th year attorney is $1,019, the hourly rate for a 10th year attorney is $902, and the hourly rate for a 7th year attorney is $625.

38. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co*., No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc*., No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc*., No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from $12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc*., No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*,

JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc*., (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian, Los Angeles Sup. Ct*., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc*., San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co*., Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

40. The fee award will be split as follows: 60% to Haines Law Group, APC and 40% to Lidman Law, APC.

41. Plaintiff has provided written approval of the split of attorneys' fees in this action.

42. Being a private law practice, my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

43. The requested service award to Plaintiff of $7,500.00 is also reasonable. Plaintiff took on significant risks, including the risk that he could be liable for Defendant's costs if this case was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things, providing substantial factual information and documents to Class Counsel, attending multiple conferences with Class Counsel to discuss the claims and theories at issue in the litigation, being available for mediation, as well as the significant risks Plaintiffs undertook by agreeing to serve as the

named plaintiffs in this case. Further, Plaintiff put his future employment prospects at risk by becoming a named plaintiff in an employment action since the lawsuit is public record and may become known to prospective employers when evaluating them for employment. Additionally, Plaintiff agreed to a general release and a 1542 waiver.

44. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for Final Approval and all supporting documents via the LWDA's website on the same date that it is filing this motion and will file a proof of service after the Motion for Final Approval and all supporting documents are submitted to the LWDA.

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

Executed on October 30, 2026, at El Segundo, California.



Milan Moore

EXHIBIT A

EXHIBIT A

Electronically Filed by Superior Court of California, County of Orange, 07/28//2026 01:42:00 PM.
30-2024-01430431-CU-OE-CXC - ROA # 105 - DAVID H. YAMASAKI, Clerk of the Court By B. Sanchez, Deputy Clerk.

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*]

FURTHER AMENDED [~~PROPOSED~~] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: July 9, 2026
Time: 2:00 p.m.
Dept.: CX102

Complaint Filed: October 4, 2024
Trial Date: Not Set

The Motion of Plaintiff Joaquin Garcia-Reyes ("Plaintiff") for Preliminary Approval of Class Action Settlement ("Motion") came on regularly for hearing before this Court on July 9, 2026 at 2:00 p.m. in Department CX102. The Court, having considered the proposed Amended Class Action and PAGA Settlement Agreement (the "Settlement"), attached hereto as **Exhibit 1**; having considered Plaintiff's Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement and finds to be fair, adequate, reasonable, in the best interests of the Class Members, and its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

> All individuals who were employed by Defendant Fastcility Corporation in California and classified as a non-exempt employee at any time during the Class Period.
>
> The Class Period is the period of time from October 4, 2020 through October 4, 2025.

Additionally, for the purposes of this settlement only, Aggrieved Employees shall be defined as:

> All individuals who were employed by Defendant Fastcility Corporation in California and classified as a non-exempt employee at any time during the PAGA Period.
>
> The PAGA Period is the period of time from October 4, 2023 through October 4, 2025.

2. For purposes of the Settlement, the Court designates named Plaintiff Joaquin Garcia-Reyes as Class Representative, which means the named Plaintiff in the Operative Complaint, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

3. The Court conditionally designates ILYM Group, Inc. ("ILYM") as the third-party Administrator for mailing notices.

4. The Court approves, as to form and content, the following documents to be mailed to the Settlement Class:

a. Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval attached hereto as **Exhibit 2**;

b. Workweek Dispute & Change of Address Form attached hereto as **Exhibit 3**;

c. Request for Exclusion Form attached hereto as **Exhibit 4**; and

d. Objection Form attached hereto as **Exhibit 5**.

5. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class Members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Settlement Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for Settlement Class Members to opt out of or object to the Settlement, as set forth in the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

7. The procedures and requirements for filing objections in connection with the final fairness hearing are intended to ensure the efficient administration of justice and the

orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

8. The Court directs the Administrator to mail the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, Workweek Dispute & Change of Address Form, Request for Exclusion Form, and Objection Form to all of the Class Members in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least 60 calendar days' notice (measured from the date of mailing) for Class Members to dispute, opt out of, or object to, the Settlement.

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX102 of the above-entitled Court, located at 751 West Santa Ana Blvd, Santa Ana, California 92701 on December 3, 2026 at 2:00 p.m.

11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees of $85,666.66, litigation expenses of up to $25,000.00, Plaintiff's service award of $7,500.00, settlement administration costs of $5,350.00, and payment to the LWDA of $13,000.00 and Aggrieved Employees for PAGA penalties of $7,000.00 from the Gross Settlement Amount of $257,000.00 prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendants to provide Class Data to Administrator	20 calendar days after the Court enters an order granting preliminary approval
Administrator to mail Notice Packets to Class Members	16 calendar days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing
Final Fairness Hearing:	December 3, 2026 at 2:00 p.m.

14. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

16. The Court has continued jurisdiction pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

IT IS SO ORDERED.

Dated: July 28, 2026

Honorable Layne H. Melzer
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

From: no-reply@formassembly.com
To: Marlyn Ajanel
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, August 4, 2026 4:20:13 PM

08/04/2026 04:19:57 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

On 08/04/2026 04:19:57 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-1054603-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT C

EXHIBIT C

Expense Summary
Joaquin Garcia-Reyes v. Fastcility Corporation

EXPENSE	**AMOUNT**
Mediation Costs	$12,500.00
Filing Fees	$2,200.56
First Legal Fees	$183.39
Copying Costs	$122.75
Postage Costs	$17.34
Expert Expenses related to analysis ran for mediation purposes	$6,615.00
Anticipated Costs for filing the Final Approval motion, service fees	$169.04*
TOTAL:	**$21,808.08**

*The anticipated costs are based on the following items Plaintiff anticipates having to file in connection with the Motion for Final Approval. All expenses are based on actual costs incurred in prior final approval motions filed in this Court.

EXPENSE	**AMOUNT**
Filing of Final Approval Motion	$88.18
Filing of POS of FA Motion	$24.53
Filing of Amended Proposed Order based on Court's Ruling	$17.71
Filing of Notice of Ruling	$17.71
Filing of Disbursement Declaration	$20.91
TOTAL	**$169.04**

EXHIBIT D

EXHIBIT D

Lidman Law, APC and Haines Law Group, APC

Billing Summary

Joaquin Garcia-Reyes v. Fastcility Corporation

Activity	Billing Initials/Hrs/Rate	Amount
Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.	SML 1.7 hrs @ $950/hr PKH 1.1 hrs @ $975/hr MM 2.2 hrs @ $725/hr Paral. 1.5 hrs @ $250/hr	$4,657.50
Legal research regarding claims; drafting class action complaint and LWDA letters; initiating lawsuit.	SML 0.8 hrs @ $950/hr MM 2.1 hrs @ $725/hr Paral. 0.7 hrs @$250/hr	$2,457.50
Prepare and file amended complaints.	SML 0.5 hrs @ $950/hr MM 0.9 hrs @$725/hr TGH 0.3 hrs @$625/hr Paral. 0.5 hrs @$250/hr	$1,440.00
Prepare one set of written discovery, including Special Interrogatories and Requests for Production	SML 1.0 hrs @ $950/hr MM 3.1 hrs @ $725/hr	$3,125.00
Meeting and conferring with defense counsel regarding case and mediation; conducting detailed review and analysis of timekeeping and payroll records; review policies and procedures; reviewing and organizing mediation data production; preparing exposure analysis of claims; legal research and analysis re claims; drafting, revising and finalizing mediation brief; and communications with client re mediation.	SML 5.5 hrs @$950/hr MM 7.5 hrs @$725/hr TGH 0.8 hrs @$625/hr Paral. 0.7 hrs @ $250/hr	$11,337.50
Preparing for, attending and being on-call for mediation Lisa Klerman	SML 8.5 hrs @ $950/hr PKH 3.5 hrs @$975/hr	$22,650.00

	MM 8.5 hrs @$725/hr TGH 8.0 hrs @$625/hr	
Negotiating, drafting, and revising the MOU, long-form settlement agreement and Notice Packet (which consists of *(i) Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval; (ii) Workweek Dispute & Change of Address Form; (iii) Request for Exclusion Form; and (iv) Objection Form)*; exchanging multiple drafts of the MOU and long form agreement and notice packet documents with defense counsel; negotiating, drafting, and revising amendment to long-form settlement agreement and Notice Packet; multiple communications with defense counsel re the same; and communications with client re the same.	SML 5.1 hrs @ $950/hr MM 7.9 hrs @$725/hr TGH 2.1 hrs @$625/hr Paral. 4.2 hrs @ $250/hr	$12,935.00
Drafting and filing misc. stipulations, joint reports, requests to continue, and notices, including Notice of Settlement and Notice of Rulings; communications with defense counsel and exchanging drafts of same with defense counsel.	SML 0.9 hrs @ $950/hr MM 4.5 hrs @$725/hr TGH 1.7 hrs @$625/hr Paral. 2.5 hrs @ $250/hr	$5,805.00
Drafting, revising, and filing preliminary approval motion and supporting documents, including client declaration, attorneys' declaration and settlement administrator's declaration;	SML 3.1 hrs @ $950/hr PKH 1.0 hrs @ $975/hr MM 10.1 hrs @ $725/hr TGH 0.8 hrs @ $625/hr Paral. 1.5 hrs @ $250/hr	$12,117.50

drafting amendments to settlement agreement and revising notice packet; conferring with defense counsel; and drafting and filing supplemental brief and amended proposed order granting preliminary approval.		
Correspondence with Settlement Administrator re settlement and after preliminary approval was granted; review and approval mailing of Notice Packets; review weekly correspondence from Settlement Administrator re: opt outs, disputes, and objections and communicate with Settlement Administrator re the same.	SML 0.2 hrs @ $950/hr MM 0.7 hrs @$725/hr TGH 0.1 hrs @$625/hr Paral. 0.6 hrs @$250/hr	$910.00
Drafting and filing final approval motion and supporting documents, including attorneys' declarations and settlement administrator's declaration.	SML 2.5 hrs @ $950/hr PKH 1.5 hrs @$975/hr MM 8.1 hrs @$725/hr TGH 0.5 hrs @$625/hr Paral. 1.6 hrs @$250/hr	$10,422.50
Reviewing and saving Court-issued documents, including rulings and orders; and calendaring upcoming dates.	SML 1.6 hrs @ $950/hr PKH 0.5 hrs @$975/hr MM 1.8 hrs @$725/hr TGH 1.3 hrs @$625/hr Paral. 4.7 hrs @$250/hr	$5,300.00
Misc. meetings between co-counsel re: case status, updates, strategy, mediation, preliminary approval motion, and final approval motion.	SML 7.4 hrs @ $950/hr PKH 3.5 hrs @$975/hr MM 7.0 hrs @$725/hr TGH 2.5 hrs @$625/hr Paral. 1.1 hrs @$250/hr	$18,605.00
Misc. meetings with client.	MM 6.6 hrs @$725/hr Paral. 0.7 hrs @$250/hr	$4,960.00
TOTAL:		**$116,722.50**

EXHIBIT E

EXHIBIT E

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424

6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.