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*] **[PROPOSED] ORDER OF FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND FINAL JUDGMENT** Date: January 14, 2027 Time: 2:00 p.m. Dept.: CX102

This matter came on regularly for hearing before this Court on January 14, 2027, pursuant to California Rule of Court 3.769 and this Court's July 28, 2026 Further Amended Order Granting Preliminary Approval of Class and PAGA Action Settlement ("Preliminary Approval Order") (ROA #105). Having considered the parties' Amended Class Action and PAGA Settlement Agreement ("Settlement")[1] attached as Exhibit B to the Supplemental Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement (ROA # 87) and as Exhibit 1 to the Preliminary Order (ROA #105) and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution and the substantial benefits to be received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and ORDERS as follows:

1. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class consisting of:

> 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 includes:

> 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.

[1] Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

2. Plaintiff Joaquin Garcia-Reyes is hereby confirmed as Class Representatives, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.

3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and manner of notice were approved by the Court on July 28, 2026, and the notice process has been completed in conformity with the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Notice Packet (consisting of the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, Workweek Challenge Form, Request for Exclusion Form, and Objection Form*) provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4. The Court finds that zero (0) Notices were undeliverable, zero (0) of the 61 Settlement Class members objected to the Settlement, zero (0) Class Members have opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

5. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

6. For purposes of settlement only, the Court finds that (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Settlement Class.

7. The Court finds that given the absence of objections to the Settlement, and objections being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

8. The Court orders that Defendants deposit the Gross Settlement Amount of $257,000.00 and employer's share of payroll taxes on the portion allocated as wages with the Settlement Administrator by no later than the later of: (1) thirty (30) days after the Effective Date; or (2) seven (7) business days after the Administrator provides Defense Counsel with all information needed for Defendant to fund such amounts, including calculation of all final amounts and accessible funding instructions.

9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member.

10. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

11. The Court finds that a service award in the amount of $7,500.00 for Plaintiff Joaquin Garcia-Reyes is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that attorneys' fees in the amount of $85,666.66 (60% to Haines Law Group, APC and 40% to Lidman Law, APC), and litigation costs of $21,808.08 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid $5,350.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

14. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of $13,000.00 (or 65% of the $20,000 for PAGA Penalties) for its

share of the settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Claims Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining 35% or $7,000 will be distributed to Aggrieved Employees.

15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in addition to, the Gross Settlement Amount.

16. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class Members, will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement.

17. The Settlement is not an admission by Defendant nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

18. 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.). Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims by way of this Agreement, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation.

19. 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)..

20. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all individual and class claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,

unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences after the end of the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party**.

21. The releases identified herein shall become effective on the date Defendant fully fund the Gross Settlement Amount and the employer's share of payroll taxes pursuant to the terms of the Settlement Agreement. Upon the effective date of the releases, all Settlement Class Membersshall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Class Claims and all Aggrieved Employees shall be deemed to have, and by operation of the Judgment shall have, released, waived and relinquished the Released PAGA Claims.

22. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure and California Rules of Court, rule 3.769(h), the Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

23. The Settlement Class members were provided notice that the Final Judgment would be posted on this website in the Notice of Pendency of Class Action and Proposed Settlement mailed to

Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted for 180 days on the Settlement Administrator's website at www.ilymgroup.com/cases.

24. The Final Accounting hearing is set for **October 28, 2027** at 2:00 p.m. in Department CX102. The Settlement Administrator's declaration regarding the disbursement of Settlement funds shall be filed no later than sixteen (16) court days prior to the hearing date.

IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.

Dated: _____, 2026

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Honorable Layne H. Melzer
Judge of the Superior Court