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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*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: March 12, 2026 Time: 2:00 p.m. Dept.: CX102 Reservation No.: 74693446 Complaint Filed: October 4, 2024 Trial Date: Not Set

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on March 12, 2026 at 2:00 PM. in Department CX102 of the above-entitled Court, located at 751 West Santa Ana Blvd., Santa Ana, California 92701, Plaintiff Joaquin Garcia-Reyes ("Plaintiff"), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Preliminary approval of the proposed class settlement of this lawsuit;
2. Pursuant to section 382 of the California Code of Civil Procedure, provisional certification of the Settlement Class defined as follows:

> 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.

3. Preliminary appointment of Plaintiff Joaquin Garcia-Reyes as Class Representative;
4. Preliminary appointment of 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;
5. The scheduling of a hearing to consider whether the Settlement should be finally approved and to permit a service award to Plaintiff, Settlement Administration costs, civil penalties payable to the California Labor Workforce Development Agency and Aggrieved Employees, and attorneys' fees and costs to Class Counsel;
6. Appointment of ILYM Group, Inc. ("ILYM") as the third-party Settlement Administrator for mailing the court-approved Class Notice Packets; and
7. Approval of the proposed Class Notice Packet (which consists of Court Approved Notice of Class Action Settlement and Hearing Date for Final Approval, Workweek Dispute & Change of Address Form, Request for Exclusion Form, and Objection Form) and an order that it be disseminated to the proposed Class Members as provided in the Settlement Agreement.

This Motion is based on this notice of motion, the memorandum of points and authorities, the declarations of Scott M. Lidman, Milan Moore, Tiara Gose-Hardy, Paul K. Haines, Plaintiff Joaquin

Garcia-Reyes, and Lisa Mullins of ILYM Group, Inc., and the exhibits attached thereto, the pleadings and other papers filed in this action, and on any further oral or documentary evidence or argument presented at the time of hearing.

Dated: October 30, 2025

Respectfully Submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman

Attorney for Plaintiff
JOAQUIN GARCIA-REYES

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Joaquin Garcia-Reyes ("Plaintiff") brought this class and representative action against Defendant Fastcility Corporation ("Defendant") alleging various wage and hour and related violations. Plaintiff's primary 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 to pay all wages owed upon termination; (8) engaged in unlawful business practices; and (9) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Plaintiff now respectfully requests that this Court preliminarily approve this non-reversionary class action settlement,[1] in which Defendant has agreed to pay Two Hundred Fifty-Seven Thousand Dollars (**$257,000.00**) to the following Settlement Class:

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

Significantly, Class Members do not need to file a claim to participate; they will automatically receive a payment unless they affirmatively opt-out. After deducting administration costs, Plaintiff's

[1] The Class Action and PAGA Settlement Agreement ("Settlement") is attached to the Declaration of Scott M. Lidman as Exhibit 2. The Class Notice Packet is attached to the Settlement as Exhibit A. All defined terms in this motion have the same definitions as used in the Settlement.

service award, attorneys' fees and costs, and PAGA civil penalties, the remaining Net Settlement Amount ("NSA") of approximately $113,483.34 will be distributed to all Settlement Class members who do not opt-out of the Settlement. There are approximately 57 Settlement Class members, which means the average payment to each Settlement Class member is currently expected to be approximately **$1,990.93**, which does not include the $7,000.00 PAGA Penalties to Aggrieved Employees.

This proposed Settlement is well-within the range of possible approval in light of the significant legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the tangible monetary benefits to be received by the Settlement Class. For the reasons discussed herein, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. THE PARTIES, PROCEDURAL HISTORY, DISCOVERY, AND ARMS-LENGTH NEGOTIATIONS

1. The Parties

Defendant is in the business of repairing commercial kitchen equipment and food and beverage dispensing equipment for grocery, retail, hospitality, and convenience stores, and coffee shops. Declaration of Scott M. Lidman ("Lidman Decl.), ¶ 10. Plaintiff worked for Defendant as a non-exempt employee from about June 2019 to approximately September 26, 2024. *See* Declaration of Joaquin Garcia-Reyes ("Garcia-Reyes Decl."), ¶ 2. He worked as a Field Service Technician and his job duties included installing, repairing, and removing food service equipment. *Id*.

2. Procedural History

On October 4, 2024, Plaintiff filed a putative class action complaint against Defendant in Orange County Superior Court. Lidman Decl., ¶ 10. On October 28, 2024, Defendant filed an Answer to Plaintiff's complaint. *Id*.

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. *Id*. 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. Lidman Decl., ¶ 10.

On February 5, 2025, Defendant filed an Answer to Plaintiff's first amended complaint. Lidman Decl., ¶ 10.

3. **Discovery**

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. Lidman Decl., ¶ 11. 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. *Id*. 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. *Id*.

4. **Arms-Length Negotiations**

On August 5, 2025, a mediation was held with Lisa Klerman, Esq., a well-respected wage and hour class action mediator. Lidman Decl., ¶ 12. 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. *Id*. Ultimately, the parties reached a settlement in principle. *Id*. In the weeks that followed, the parties finalized the terms of settlement and executed the Class Action and PAGA Settlement Agreement ("Settlement"). *Id*.

III. **ARGUMENT**

A. **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

California Rule of Court 3.769 conditions settlement of a class action on court approval, which is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of Civil Procedure. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322 requires trial court to determine "that the settlement is fair, reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026 requires the trial court to determine "whether a proposed settlement is fundamentally fair, adequate, and reasonable").

As further explained below, the Settlement Class satisfies the criteria for certification of a settlement class under California law because: (1) the Settlement Class is so numerous that joinder would be impractical; (2) common questions of law and fact predominate over individual questions such that class certification is the most efficient and desirable way to maintain this litigation; (3) Plaintiff's claims are typical of the claims of absent Settlement Class Members; and (4) Plaintiff and his counsel will fairly and adequately represent Settlement Class Members' interest. *See* Cal. Civ. Proc. § 382.

1. <u>Numerosity is Satisfied.</u>

Here, the proposed Settlement Class consists of approximately 57 members and is therefore sufficiently numerous as to make joinder impracticable. *See* Lidman Decl., ¶ 14; *See, e.g., Bowles v. Sup. Ct.* (1955) 44 Cal.2d 574 (holding a class representing 10 beneficiaries of a trust sufficiently numerous). Thus, numerosity is satisfied.

Further, a class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 916 (alterations in original). Here, the proposed Settlement Class is 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 Class Period." Lidman Decl., ¶ 14. Here, the proposed Settlement Class is ascertainable through Defendant's personnel files and employee records maintained in the regular course of business. *Id*.

2. <u>Commonality is Satisfied.</u>

The focus in a certification dispute is not the merits, but rather on what types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug Store, Inc. v. Superior Court (Rocher)* (2004) 34 Cal.4th 319, 327.

Here, Plaintiff contends that Settlement Class Members' claims arise from Defendant's common, uniform policies and practices that applied to Settlement Class Members during the class period. Lidman Decl., ¶ 16. Specifically, Plaintiff alleged that Defendant's common and uniform policies and practices resulted in the following violations: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to indemnify all necessary business expenditures; (7) failure to pay all wages owed upon termination; (8) unfair competition; and (9) liability for civil penalties under the PAGA. *Id*. As a result of the common and uniform policies and practices that applied to all Class Members, their claims involve common questions of law and fact, including but not limited to:

1. Whether Defendant properly paid all minimum wages and/or overtime wages at the regular rate of pay;
2. Whether Defendant provided all legally compliant meal periods;
3. Whether Defendant authorized and permitted all legally compliant rest periods;
4. Whether Defendant properly reimbursed for all necessary business expenses incurred;
5. Whether Defendant furnished legally compliant wage statements;
6. Whether Defendant paid all wages owed to its terminated/separated employees at the time of said termination/separation; and
7. Whether Defendant engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through wage and hour policies and practices.

These alleged practices result in common questions as to the affected Class Members. *See e.g.*, *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, 726.

3. <u>Typicality is Satisfied.</u>

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (finding typicality satisfied where named Plaintiff purchased the same goods as the putative class in a consumer class action).

Here, Plaintiff's claims are typical of those held by the members of the proposed Settlement Class. First, Plaintiff was employed by Defendant during the Class Period as a non-exempt employee and was subject to Defendant's wage and hour policies at issue in this case. *See* Garcia-Reyes Decl., ¶ 2. Second, Plaintiff was allegedly injured by the same challenged policies that allegedly injured the Settlement Class as a whole. For example, Plaintiff asserts that he, like the members of the proposed classes, was not provided all legally compliant meal periods, was not authorized or permitted to take all legally required rest periods, was not reimbursed for necessary business expenses, was not provided with accurate and itemized wage statements, and was not paid all wages upon separation of his employment with Defendant. *See* Garcia-Reyes Decl., ¶¶ 3-7. Given that Defendant's policies and practices allegedly applied to all non-exempt employees, Class Members possess a similar interest and have suffered similar alleged injuries as Plaintiff. Accordingly, because Plaintiff's claims and those of the Settlement Class all arise from the same alleged conduct, typicality is satisfied.

4. <u>Adequacy is Satisfied.</u>

The adequacy requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Services* 155 (2007) Cal.App.4th 676, 697.

Here, Plaintiff contends there are no conflicts of interest between Plaintiff and the Settlement Class he seeks to represent. Garcia-Reyes Decl., ¶ 13. Plaintiff's interests are aligned with those of the Class Members, as they all seek monetary relief under the same facts and legal theories. Additionally, Class Counsel does not have any conflict of interest with the Settlement Class. Lidman Decl., ¶ 33; *See McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450-51 (adequacy satisfied where there was no indication that Class Counsel were not qualified and the named plaintiff had no interests antagonistic to those of the proposed class). Class Counsel have extensive experience in wage and hour class action litigation and have vigorously litigated this case. *See* Lidman Decl., ¶¶ 2-8; Declaration of Milan Moore ("Moore Decl."), ¶¶ 2-5; Declaration of Tiara Gose-Hardy ("Gose-Hardy Decl."), ¶¶ 2-4; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-8.

B. <u>THE COURT SHOULD GRANT PRELIMINARY APPROVAL OF THE PROPOSED CLASS ACTION SETTLEMENT BECAUSE IT IS FAIR, ADEQUATE, AND REASONABLE</u>

Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The Court's role in evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See e.g.*, *Hanlon*, *supra*, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the Settlement agreement was negotiated at arm's length by class counsel and with the assistance of an experienced wage and hour class action mediator. *See e.g. Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.

1. The Preliminary Approval Standard is Met

To make a fairness determination, the Court should consider several factors, including: "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel." *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 230, 245. As discussed below, the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this case.

a. The Strength of Plaintiff's Case

Although Plaintiff maintains that his claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding with litigation. As described below, Defendant presented multiple defenses to Plaintiff's claims, both on the merits and class certification. Thus, while Plaintiff was prepared to litigate these claims through certification, and ultimately trial, success was far from certain.

b. Risk, Expenses, Complexity, and Duration of Further Litigation

Although the parties engaged in informal discovery, the parties still had significant discovery to complete in formal litigation had the matter not settled. Lidman Decl., ¶ 34. Moreover, Plaintiff still had to file for class certification and faced the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment ruling. *Id*. Even if the classes sought to be certified by Plaintiff were in fact certified, the parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. *Id*. This Settlement avoids those risks and the accompanying expense and delay. Thus, this factor supports preliminary approval.

c. **Risk of Maintaining Class Action Status**

Plaintiff had not yet filed his motion for class certification and as such, the extent to which Plaintiff's proposed classes were certifiable is not certain. Absent settlement, there was a risk that there would not be a certified class at the time of trial.

d. **Overview of the Settlement Agreement**

If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount ("GSA") of $257,000.00.[2] Lidman Decl., ¶ 13, Exh. 2 (Settlement, ¶ 3.1). Significantly, this Settlement is **non-reversionary**, and no Settlement Class member will have to submit a claim form to receive a Settlement Award. *Id.* (Settlement at ¶ 3.1.). Each Settlement Class member will automatically receive an Individual Class Payment unless he or she affirmatively opts out of the Settlement. *Id*. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	**$257,000.00**
Minus Court-approved attorneys' fees (1/3 of GSA):	$85,666.66
Minus Court-approved, verified costs (up to):	$25,000.00
Minus Court-approved Class Representative Service Award (up to):	$7,500.00
Minus Settlement Administration Costs:	$5,350.00
Minus PAGA Civil Penalties:	$20,000.00
Net Settlement Amount ("NSA"):	**$113,483.34**
Settlement Class Members:	57
Average Individual Payment (NSA/Settlement Class):	**$1,990.93**

[2] Defendant represented that there were an estimated 57 Class Members who collectively worked a total of approximately 6,059 Workweeks as of the time of the parties' mediation. *See* Settlement, ¶ 9. If the number of Workweeks worked by the Settlement Class Members during the Class Period is more than 15 percent greater than this figure (*i.e.*, if there are more than 6,968 Workweeks worked by the Class Members), Defendant agreed to, at its option, either: (1) increase the Gross Settlement Amount by the percent increase to the number of Workweeks above the 15 percent escalation limit (*i.e.*, if there was 16% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) elect to shorten the Class Period, PAGA Period, and release periods to end on the date on which the aggregate workweeks is closest to, without exceeding, 6,968 Workweek. *Id*.

Defendant shall deposit the GSA (including any increase to the GSA pursuant to the Escalator Clause if such increase is triggered and elected by Defendant) and Defendant's share of all payroll taxes on the portion allocated as wages with the Administrator no later than the later of (1) 30 days after the Effective Date[3], or (2) seven business days after the Administrator provides Defense Counsel with all information needed to Defendant to fund such amounts, including calculation of all final amounts and accessible funding instructions. *See* Settlement, ¶ 4.3.

After deducting amounts for the Court-approved attorneys' fees and verified costs, Class Representative Service Payment to Plaintiff, Administrator costs, and the PAGA Penalties, the Settlement requires Defendant to pay a Net Settlement Amount ("NSA") of at least $113,483.34 to all Class Members who do not timely opt out. Lidman Decl., ¶ 13. This amount does not include the $7,000.00 PAGA Penalties to be paid to the Aggrieved Employees. *Id*.

According to Defendant, there are approximately 57 total Settlement Class Members. Lidman Decl., ¶ 14. From the Net Settlement Amount, the Administrator will calculate each Participating Class Member's Individual Class Payment based on the following formula: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members and (b) multiplying the result by each Participating Class Member's Workweeks. Settlement, ¶ 3.2(e). Thus, the average Individual Class Payment is projected to be approximately **$1,990.93**. Lidman Decl., ¶ 14. There are approximately 6,059 Workweeks during the Class Period, which means the net value per workweek is $18.72 ($113,483.34 NSA / 6,059 workweeks). *Id*. Therefore, the lowest estimated individual payment for a Class Member is $18.72 ($18.72 x 1 Workweek), while the highest estimated individual payment for a Class Member is $4,885.92 ($18.72 x 261 Workweeks). *Id*.

In addition, Seven Thousand Dollars and Zero Cents ($7,000.00), of the Gross Settlement Amount will be allocated to the Individual PAGA Payments. Settlement, ¶ 3.2(d). Each Aggrieved Employee shall receive a portion of the PAGA Penalties proportionate to the number of pay periods

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[3] This Settlement shall become effective on the "Effective Date", which means the date upon which both of the following have occurred: (i) Final Approval is granted by the Court, and (ii) the Judgment becomes Final. The term "Final" shall mean the latest of : (i) if there is an appeal of the Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or a petition for writ of certiorari to the United States Supreme Court, or (ii) if a petition for review or writ of certiorari is filed, the date of denial of the petition for review or writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment. *See* Settlement, ¶ 1.18.

that he or she worked during the PAGA Period, and which will be calculated 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 and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Settlement, ¶ 3.2(d)i. There are approximately 2,202 PAGA Pay Periods during the PAGA Period, which means the net value per PAGA Pay Period is $3.17 ($7,000 PAGA Penalties to Aggrieved Employees / 2,202 PAGA Pay Periods). Lidman Decl., ¶ 15. Therefore, the lowest estimated Individual PAGA Payment is $3.17 ($3.17 x 1 PAGA Pay Period), while the highest estimated Individual PAGA Payment is $330.60 ($3.17 x 104 PAGA Pay Periods). *Id*.

Class Members will have 60 calendar days from the mailing of the Class Notice Packet to opt-out or object to the Settlement, thereby providing ample time to review the Class Notice Packet without unduly delaying the Settlement. *See* Settlement, ¶ 1.40. Those Class Members who do not opt-out of the Settlement will be bound by its terms and will release all claims against Defendant included within the Settlement, for the period between October 4, 2020 through October 4, 2025. *See* Settlement, ¶ 6.2.

e. <u>The Parties Engaged in Fair and Honest Negotiations.</u>

This Settlement was a result of serious, informed, non-collusive negotiations with the assistance of a mediator. Prior to mediation, Defendant informally produced time records and payroll data and other documents and policies. Lidman Decl., ¶¶ 11. Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id*. This 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. *Id*.

On August 5, 2025, the parties participated in full-day mediation with Lisa Klerman, Esq., an experienced wage and hour class action mediator. Lidman Decl., ¶ 12. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, the legal and factual basis for the claims and defenses. *Id*. Ultimately, the parties reached a settlement in principle. *Id*. Since mediation, the Parties have finalized the terms and executed the Settlement. *Id*.; Exh. 2.

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Thus, the proposed Settlement is entitled to an initial presumption of fairness as it is the result of factual investigation and data analysis; the exchange of information and class data, including timekeeping and payroll records; arm's length negotiations by counsel; and mediation before an experienced wage and hour class action mediator. *See* Lidman Decl., ¶¶ 11-12; *See Kullar*, *supra*, 168 Cal.App.4th at 130.

Further, there are no deficiencies in the Settlement. The Settlement does not grant preferential treatment to the class representative or segments of the class, and is within the range of possible approval, as discussed in detail below. The Settlement will provide monetary relief to Class Members. The amounts proposed for Class Counsel's attorneys' fees and costs, and service award are all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of obvious deficiencies, this factor supports preliminary approval.

f. <u>Amount Offered in Settlement Given Realistic Value of Claims</u>

The Settlement provides a fair and reasonable monetary recovery for the Settlement Class in the face of disputed claims. Plaintiff's analysis of the maximum and realistic expected recoveries for each of the theories of liability pled is set forth below:

<u>Meal Period Violations</u>: 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. Lidman Decl., ¶ 17. 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. *Id*. 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. *Id*. Accordingly, Plaintiff calculated Defendant's alleged exposure on the meal period claim at $769,740.00, inclusive of interest. *Id*.

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. Lidman Decl., ¶ 18. Defendant points out that under *Brinker*

Restaurant Corp. v. Superior Court (2012) 53 Cal. 4th 1004, 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. *Id.*; *Brinker*, *supra*, 53 Cal.4th at 1038 (rejecting "ensure" standard). Defendant also argues that Plaintiff and other Class Members signed meal period waiver agreements. *Id.* Finally, Defendant contends Plaintiff's meal period claim is not suited for class certification, given that individual inquiries would be required to assess which employees took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift. *Id.* Accordingly, Plaintiff discounted the maximum exposure by 30% for the risk of non-certification, and an additional 45% to account for Defendant's defenses on the merits to arrive at an estimated exposure of $296,349.90. *Id.*

Rest Period Violations: 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. Lidman Decl., ¶ 19. 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. *Id.* Therefore, Plaintiff calculated Defendant's maximum potential exposure for the alleged rest period violations at approximately $932,956.00, inclusive of interest. *Id.*

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. Lidman Decl., ¶ 20. 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. *Id.* Accordingly, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and an additional 55% to account for Defendant's defenses on the merits to arrive at an estimated exposure of $230,906.61. *Id.*

Defendant Failed to Reimburse For Necessary Business Expenditures: Plaintiff alleges Defendant failed to reimburse non-exempt employees for all necessary business expenses incurred. Lidman Decl., ¶ 21. 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. *Id*. Plaintiff estimates employees should have been reimbursed approximately $30.00 per month or about $7.50 per week for reasonable cellular phone related expenses. *Id*. Therefore, Plaintiff calculated Defendant's potential exposure for unreimbursed business expenses at approximately $23,452.00, including interest. *Id*.

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. Lidman Decl., ¶ 22. Defendant further contends that any purportedly necessary expenses incurred by non-exempt employees were minimal. *Id.* In light of these defenses, Plaintiff discounted the maximum recovery on this claim by 60% for the risk of non-certification, and an additional 30% to account for the risk that Defendant could prevail on its defenses, to arrive at a projected total of approximately $6,566.56. *Id*.

<u>Wage Statement Violations</u>: 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. Lidman Decl., ¶ 23. 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. *Id*. Plaintiff calculated Defendant's maximum potential exposure for wage statement violations at approximately $105,450.00. *Id*.

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. Lidman Decl., ¶ 24. Defendant also argues that recovery of wage statement penalties as a derivative claim for other alleged violations (such as unpaid wages or meal/rest periods) is an unlawful double recovery prohibited under binding California law, including *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018) and *Soto v. Motel 6 Operating, L.P.*, 4 Cal. App. 5th 385 (2016). *Id.* As such, Plaintiff discounted the calculated exposure by 20% for a risk of non-certification and an additional

40% for a risk of being unsuccessful on the merits, to arrive at an estimated total of approximately $50,616.00. *Id*.

Waiting Time Penalties: 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. Lidman Decl., ¶ 25. There were approximately 33 Class Members who have separated their employment with Defendant during the relevant time period who could be entitled to waiting time penalties. *Id*. Therefore, Plaintiff calculated Defendant's maximum potential exposure for waiting time penalties at approximately $302,486.00. *Id*.

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. Lidman Decl., ¶ 26*; See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding that "good faith dispute" over whether employee was exempt precluded imposition of waiting time penalties over contested wages owed). Accordingly, Plaintiff discounted the maximum exposure by 20% for the risk of non-certification, and an additional 40% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of approximately $145,193.28. *Id*.

PAGA Civil Penalties: Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Lidman Decl., ¶ 27. Plaintiff calculated Defendant's maximum potential exposure at $589,900.00 based on each unique Labor code violation for meal period violations, rest period violations, and wage statement violations. *Id*.; *see Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207 (finding "initial" violation rate applies until employer is notified that it is violating a Labor Code provision).

Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims will fail. Lidman Decl., ¶ 28; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendant also maintains 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. Lidman Decl., ¶ 28; *See* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc*. (2012) 203

Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc*. (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from $2.8 million to $500,000). Therefore, Plaintiff discounted the maximum exposure figure by 45% for a risk of being unsuccessful on the merits, and an additional 60% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of $129,778.00. *Id*.

g. The Settlement Is Within the Range of Possible Approval

Using these estimated figures for each of the claims described above, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately $859,410.35. Lidman Decl., ¶ 29. The proposed settlement of $257,000.00 therefore represents approximately 29.9% of the reasonably forecasted recovery for the Settlement Class. *Id*. Preliminary approval is appropriate as the settlement will provide tangible monetary relief to Class Members and will still provide an average recovery to Class Members of ***close to $2,000***. *Id*.

The proposed settlement reflects approximately 29.9% of the estimated recovery the Settlement Class could reasonably expect in light of the significant litigation and collection risks, and will provide tangible monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure recovered in this case is within the range of percentages routinely approved by courts. *See, e.g., Glass v. UBS Finan. Servs.* (N.D. Cal. 2007) Case No. C-06-4068 MMC, 2007 WL 221862, *4 (approving settlement representing 25% to 35% of potential damages); *Dunleavy v. Nadler* (9th Cir. 2000) 213 F.3d 454, 459 (approving settlement representing about one-sixth of potential recovery); *Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 527 ("it is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the Settlement Class members at trial"). Thus, Plaintiff submits that the proposed settlement is within the range of possible approval, such that notice should be provided to the Settlement Class so that they can consider the Settlement. The Court will have the opportunity to again assess the reasonableness of the Settlement after the Settlement Class has had the opportunity to opt-out or object.

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h. The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is represented by competent, experienced counsel who possess extensive experience prosecuting and defending wage-and-hour class actions, and who have been appointed as class counsel in numerous cases alleging similar claims. *See* Lidman Decl., ¶¶ 2-8; Moore Decl., ¶¶ 2-5; Gose-Hardy Decl. ¶¶ 2-4; Haines Decl., ¶¶ 2-8. Class Counsel conducted an in-depth review of Defendant's policies and timekeeping and payroll records, and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *See* Lidman Decl., ¶¶ 11, 17-28. The Settlement was also reached with the assistance of an experienced wage and hour class action mediator. Lidman Decl., ¶ 12. This factor strongly supports preliminary approval of the Settlement. *See Kullar*, *supra*, 168 Cal.App.4th at 130.

i. Attorneys' Fees and Costs

California courts recognize an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the "common fund" created as a result of a settlement. *See e.g., Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 (holding "the percentage of fund method survives in California class action cases"). Class Counsel's request for fees of one-third of the GSA is well within the range of reasonableness and, indeed, is considered the typical rate for common fund settlements. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. *See* 4 Newberg on Class Actions § 14.6 (4th Ed. 2013).

Here, Class Counsel will apply for an attorneys' fees award of one-third of the GSA, which is currently estimated to be $85,666.66, and up to $25,000.00 in verified costs reimbursement. *See* Lidman Decl., ¶ 30 and Exh. 2 (Settlement, ¶ 3.2(b)). Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Lidman Decl., ¶ 30. Further, Plaintiff has provided written approval of the split of attorneys' fees in this action. Lidman Decl., ¶ 31. Class Counsel has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Defendant's documents and policies, analyzing Plaintiff's timekeeping data and payroll records, drafting a mediation brief, preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the case. Lidman Decl., ¶ 30. Class Counsel expects to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process, fielding questions from Class Members, preparing the final approval papers, and attending the Final Approval hearing. *Id*.

Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an overall percentage of the settlement in light of the substantial risks, significant work undertaken, the positive results obtained for the class, and the efficiency with which the parties conducted the litigation. Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees and verified litigation costs at the time of seeking final approval of the Settlement, which will include a lodestar analysis.

j. <u>Administration Costs</u>

ILYM's fees and expenses are estimated not to exceed $5,350.00. *See* Declaration of Lisa Mullins in support of Plaintiff's Motion for Preliminary Approval filed concurrently herewith ("Mullins Decl."). This request is reasonable in light of the proposed class size of approximately 57 Class Members and the costs and expenses associated with administering the Class Notice Packets and distributing the awards.

k. <u>Class Representative Service Award</u>

"[I]ncentive awards are fairly typical in class action cases . . . and are intended to compensate class representatives for work done on behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393-94.

Here, as part of the Settlement, Plaintiff will separately apply for a service award at the time of seeking final approval of the proposed class action settlement in the amount of $7,500.00 for his services to the Settlement Class. Lidman Decl., ¶ 32; Exh. 2 (Settlement, ¶ 3.2(a)). As will be fully briefed at the time of final approval, Plaintiff's requested service award is intended to recognize the time and effort Plaintiff expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, multiple conferences with Class Counsel to discuss the claims and theories at issue in the litigation, as well as the significant risks Plaintiff undertook by agreeing to serve as the named plaintiff in this case, and the fact that Plaintiff has agreed to a general release of all claims subject to a waiver of Civil Code § 1542. *See* Lidman Decl., ¶ 32; Garcia-Reyes Decl, ¶¶ 8-13.

l. PAGA Civil Penalties

The parties have agreed to a PAGA award of $20,000.00 and in accordance with California Labor Code section 2699(i), the LWDA will receive 65 percent of the amount attributable to PAGA penalties – or $13,000. Settlement ¶ 3.2(d). This $20,000.00 represents 7.7 percent of the $257,000.00 Gross Settlement Amount and is within the range approved by Courts. *See, e.g.*, *In re M.L. Stern Overtime Litig.*, No. CV 07-0118 BTM (JMAx), 2009 WL 995864, at *1 (S.D. Cal. Apr. 13, 2009) (approving PAGA settlement of 2 percent, or $20,000); *Hopson v. Hanesbrands, Inc.*, No. CV 08-0844 EDL, 2008 WL 3385452, at *1 (S.D. Cal. Apr. 13, 2009) (approving a PAGA settlement of 0.3 percent, or $1,500); *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 589 (2010) (approving settlement of wage and hour class action claims and PAGA claims under which no money was allocated to the PAGA claims).

m. Releases

Effective on the date when Defendant fully funds the Gross Settlement Amount (including any amount due pursuant to the Escalator Clase), and funds all employer taxes owed on the Wage Portion of the Individual Class Payments, the following group will make the following releases:

Participating Class Members: 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*.). Settlement ¶ 6.2.

Aggrieved Employees: 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 the 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 (Labor Code §§ 201-203); and (8) Failure to Maintain Accurate Records (Labor Code § 1174). Settlement ¶ 6.3.

n. Payroll Taxes and Tax Allocation

The Settlement provides that the employer's share of payroll taxes shall be paid separately from, and in addition to, and the Gross Settlement Amount. Settlement ¶ 1.21.

o. Uncashed Funds

The Settlement provides that Settlement Class Members will have 180 days from the date the Settlement Administrator mails the checks to cash any and all payments. Settlement ¶ 5.2. Any funds remaining after 180 days escheat to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Class Member. Settlement ¶ 5.4. As all settlement funds will be distributed to the Class Members, there will be no residue and therefore it is unnecessary to designate *cy pres* recipients.

C. SETTLEMENT IS DEVOID OF OBVIOUS DEFICIENCIES

Preliminary approval of the Settlement is also warranted because there are no obvious deficiencies. The Settlement will provide monetary relief to Participating Class Members and Aggrieved Employees. The amounts proposed for Class Counsel's attorneys' fees and costs, and service award are all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of obvious deficiencies, this factor supports preliminary approval.

Further, Class Counsel are not aware of any class, representative or other collective action that asserts claims similar to those asserted in this Action being settled. Lidman Decl., § 33.

D. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED NOTICE TO SETTLEMENT CLASS MEMBERS

Before the final approval hearing, the Court requires adequate notice of the settlement be given to all Class Members. This Court should order distribution to Class Members of the proposed Class Notice Packet by first-class regular U.S. Mail, postage prepaid, using last known mailing address information provided by Defendant, as updated by the Administrator through the National Change of Address database. *See* Settlement, ¶ 5.2. The Class Notice Packets, which shall include 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, will be mailed to Class Members in English. This manner of giving notice is the "best notice practicable" under the circumstances because it provides "individual notice to all members who can be identified through reasonable effort." *See Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. Here, Plaintiff proposes that the Settlement be administered by ILYM Group, Inc. ("ILYM"), an experienced class action settlement administrator. *See generally* Mullins Decl. and attached exhibits. Class Members' addresses will be ascertainable through Defendant's personnel and payroll records, which Defendant will provide to ILYM within 20 days of preliminary approval of the Settlement. *See* Settlement ¶ 4.2.

Within 16 days of receipt of the Class Members' addresses, ILYM will run the addresses through the United States Postal Service Notice of Change of Address database (which provides updated addresses for any individual who has moved in the previous four years and has notified the U.S. Postal Service of a forwarding address) and mail the notices to Class Members. *See* Settlement ¶ 8.4(c). To the extent that any notices are returned, within seven days after receipt of any Class Notice Packet returned as undelivered, ILYM will re-mail the Class Notice Packet using any forwarding address provided by the U.S.P.S. or conduct a Class Member Address Search to track any Class Member's current mailing address. *See* Settlement ¶ 8.4(d).

The content of the proposed Class Notice Packet satisfies California Rule of Court 3.766(d) because it advises Class Members of the nature of the claims, basic contentions and denials of the parties, and the key terms of the Settlement, the 60-day deadline to opt-out or object to the Settlement and the procedures by which to do so, explains the recovery formula and expected recovery amount for each Class Member, provides them the opportunity to contest their total workweeks included in the notice, and advises them that they will be bound by the terms of the Settlement if they do not opt-out. *See* Lidman Decl., Exh. 2 (Settlement, Exh. A). The proposed Class Notice Packet will also notify Class Members of the final approval hearing date and provides Class Members the contact information for Class Counsel and advises Class Members that they may enter an appearance through counsel if they wish to. *Id.* This manner of giving notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching Class Members.

E. THE COURT SHOULD SET A FINAL APPROVAL HEARING

Finally, this Court should set a hearing for final approval of the Settlement on July 31, 2026, following the deadline by which Class Members must file objections to the Settlement or opt-out. *See* California Rule of Court 3.769.

IV. <u>CONCLUSION</u>

For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily approve the proposed Settlement, provisionally certify the Settlement Class, and enter the Proposed Order Granting Preliminary Approval of Class Action Settlement submitted concurrently herewith.

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Dated: October 30, 2025

Respectfully submitted,
LIDMAN LAW, APC

By: ___________________________
Scott M. Lidman

Attorney for Plaintiff
JOAQUIN GARCIA-REYES