LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JOAQUIN GARCIA-REYES

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
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]

PLAINTIFF'S SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION FOR 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

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

Plaintiff Joaquin Garcia-Reyes ("Plaintiff"), individually and on behalf of a class of similarly situated individuals, hereby submits this Supplemental Brief in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion").

I. PROCEDURAL HISTORY

Plaintiff filed his Motion for Preliminary Approval of Class Action Settlement on October 30, 2025, setting it for hearing on March 12, 2026.

On March 12, 2026, the Court issued its ruling identifying issues for the Parties to address in supplemental briefing. Consistent therewith, Plaintiff hereby submits the instant supplemental brief (and accompanying declaration) to address the issues identified by the Court in the same order identified in the tentative ruling.

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

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

A true and correct copy of the revised Class Notice with changes in redline is attached to Supp. Lidman Decl., as **Exhibit C**.

A true and correct copy of the revised Class Notice with all redlines accepted is attached to Supp. Lidman Decl., as **Exhibit D**.

II. ISSUE IDENTIFIED IN THE COURT'S TENTATIVE RULING

1. Escalator Clause

The Court states, "In the Settlement Agreement, the escalator clause includes an option allowing Defendant to shorten the Class Period. This is problematic because it renders the Class Period uncertain and may result in eliminating otherwise eligible Class Members from the settlement."

Defendant has verified that there are 6,279 workweeks worked by class members during the Class Period of October 4, 2020 through October 4, 2025. Therefore, the escalator clause is not triggered and the Class Period's end date is certain – October 4, 2025.

2. Valuation Analysis

The Court states, "Class Counsel must provide a detailed valuation analysis of why the settlement is fair, adequate, and reasonable in light of the strengths and weaknesses of the claims, which should include not only the maximum realistic recovery on each claim asserted in the operative complaint in dollar amounts, but also how such amounts were calculated based on number of workweeks, average daily pay rate, violation rate, etc. Also counsel's valuation analysis did not address the minimum wage and overtime wage claims."

<u>Unpaid Wages</u>: Plaintiff alleges that he and Settlement Class Members were not fully compensated for all of their time worked. Supp. Lidman Decl., ¶ 9. Specifically, 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. *Id*. 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 and estimated on average an underpayment of approximately 5 minutes per day or 25 minutes per week. *Id*. Accordingly, Plaintiff calculated a total wage underpayment of approximately $76,496 (6,059 workweeks x 42 hours underpaid/week x $30.06 (avg. hourly rate)). *Id*.

Defendant contends that it compensated Settlement Class Members for all of their time worked. Supp. Lidman Decl., ¶ 10. Defendant also contends that there were no rounding or shaving practices, and any uncaptured and unpaid time was *de minimis* and therefore non-compensable. *Id*. 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. *Id*. In light of these defenses, Plaintiff discounted the maximum exposure by 100% for the risk of non-certification, and an additional 100% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of $0. *Id*.

<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. Supp. Lidman Decl., ¶ 11. 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 approximately $769,740.00 (22,058 facially non-compliant meal periods x $30.06 (avg. hourly rate) + $105,526 interest for unique meal periods). *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. Supp. Lidman Decl., ¶ 12. 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*.

<u>Rest Period Violations</u>: 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. Supp. Lidman Decl., ¶ 13. 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 ((26,585 shifts over 3.5 hours x 100% violation rate x $30.06 (avg. hourly rate) + $134,129 interest due to rest break violations)). *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. Supp. Lidman Decl., ¶ 14. 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*.

<u>Defendant Failed to Reimburse For Necessary Business Expenditures</u>: Plaintiff alleges Defendant failed to reimburse non-exempt employees for all necessary business expenses incurred. Supp. Lidman Decl., ¶ 15. 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 ((6,059 workweeks x $7.50 per workweek) + $5,469 interest due to unreimbursed business expenses). *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. Supp. Lidman Decl., ¶ 16. 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. Supp. Lidman Decl., ¶ 17. 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 (($4,000 max x 2 employees) + ((39 employees x $50 initial) + (953 pay periods x $100 subsequent violations). *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. Supp. Lidman Decl., ¶ 18. 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. Supp. Lidman Decl., ¶ 19. 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 (33 formers x 8 hours/day x $30.06 avg. hourly rate x 30 days). *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. Supp. Lidman Decl., ¶ 20; *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. Supp. Lidman Decl., ¶ 21. Plaintiff calculated Defendant's maximum potential exposure at $586,900.00 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). Thus, the unique violation amounts are as follows:

- **PAGA for Waiting Time (20 former employees in PAGA Period): $2,000 (20 formers x $100 violation rate);**
- **PAGA for unpaid Wages (41 employees and all pay periods): $117, 200 (41 x $100 + 1,131 pay periods x $100);**
- **PAGA for Meal Breaks (41 employees and all pay periods): $117, 200 (41 x $100 + 1,131 pay periods x $100);**
- **PAGA for Rest Breaks (41 employees and all pay periods): $117, 200 (41 x $100 + 1,131 pay periods x $100);**
- **PAGA for Wage Statements (41 employees and all pay periods): $117, 200 (41 x $100 + 1,131 pay periods x $100); and**
- **PAGA for Reimbursements (41 employees and all pay periods): $117, 200 (41 x $100 + 1,131 pay periods x $100)**
- **Total is $586,900.00**

Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims will fail. Supp. Lidman Decl., ¶ 22; *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. *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 $129,118.00. *Id*.

Using these estimated figures for each of the claims described above, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately $858,750.35. Supp. Lidman

Decl., ¶ 23. The proposed settlement of $257,000.00 therefore represents approximately 29.9% of the reasonably forecasted recovery for the Settlement Class. 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.

3. Released PAGA Claims

The Court states, "The definition of "Released PAGA Claims" does not match the claims that were or reasonably could have been asserted based on the facts alleged in the LWDA notice letter. The release includes a release of claims for PAGA penalties based on the failure to pay all wages owed upon termination, but Plaintiff's notice letter to the LWDA, nor could they have been reasonably asserted in the LWDA notice letter based on the facts alleged in the letter. The complaint likewise does not state a claim for PAGA penalties based on the failure to pay all wages owed upon termination."

The Parties direct the Court's attention to page 3, paragraph 4 of Plaintiff's notice letter to the LWDA, which states "As a further result of Defendant's failure to pay all overtime and/or minimum wages owed, and failure to pay all meal and rest period premium wages, Defendant **failed to pay Mr. Garcia-Reyes and other hourly, non-exempt employees all wages owed upon his separation** of employment with Defendants" (emphasis added). The Parties recognize that this allegation was not itemized with a separate heading. However, the Parties submit that this fact was alleged in the letter, negotiated at mediation (as reflected in the estimated provided above), and properly included in the release.

4. Court's Continuing Jurisdiction

The Court states, "The Settlement Agreement should specify that the Court's continuing jurisdiction is pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h)."

The Parties have added section 13.21 to the Amended Settlement Agreement, which states "Continuing Jurisdiction. The Court's continuing jurisdiction is pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h). Please see **Exhibits A & B**.

5. English Only

The Court states, "the moving memorandum of points and authorities state that the Class Notice will only be provided in English. Class Counsel must address why English-only is appropriate."

Counsel for Defendant confirmed that Defendant's workforce is made up of employees that read, speak and understand English. Therefore, English-only notice is appropriate.

6. <u>Revised Class Notice</u>

a. <u>Revised to Be Consistent</u>

The Court states, "The notice should be revised so as to be consistent with the resolution of the issues identified above."

The Parties have revised the Class Notice and forms to be consistent with the resolution of the issues identified above. Please see **Exhibits C & D**.

b. <u>Dates</u>

The Court states, "All dates that can now be determined should be filled in."

All dates that can now be determined have been filled in. Please see **Exhibits C & D**.

c. <u>Bolded</u>

The Court states, "the following sentences on P. 2 should be bolded: "Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it."

The Parties have bolded these sentences on P. 2 of the Notice. Please see **Exhibits C & D**.

d. <u>Summary of Options</u>

The Court states, "It is confusing to both provide a summary of 5 basic options on pp.1-2 and also state that the recipient has 2 basic options on p. 3. The summary of all 5 basic options should provide all relevant information on basic options."

The Parties have removed the following language from page 3 of the revised Class Notice

> If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:
>
> (1) **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
>
> (2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA

Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

e. <u>100% Penalties</u>

The Court states, "Under Section 3, ¶ 4, the notice should inform Aggrieved Employees as to the tax allocation for PAGA penalties, which should be 100% penalties or non-wages."

The Parties have revised Section 3, ¶ 4 to include the following:

> For Aggrieved Employees, the tax allocation for PAGA penalties are 100% penalties or non-wages. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

See Exhibits C & D.

f. <u>Requesting Exclusion by Mail, Email or Fax</u>

The Court states, "Under Section 3, ¶ 6, the notice should specify that a request for exclusion may be mailed, faxed or emailed."

The Parties have revised Section 3, ¶ 6 to include the following:

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

See Exhibits C & D.

g. <u>2 Options for Requesting Exclusion</u>

The Court states, "The notice should consistently explain that a request for exclusion can be submitted by either sending a letter or completing the attached form. Often, only one option is described in any given paragraph."

The Parties have made the following changes to the Class Notice:

You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ________**	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator either a written letter or completing the attached Request for Exclusion form by the Opt-out Deadline listed to the left. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Individual PAGA Payments will be issued to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below). You should be aware that Opting Out of the Settlement does **not** return any money to Defendant or provide it any other benefit.

Also under Section 6, the first sentence now reads as follows: If you wish to opt-out of the class settlement, either complete the attached Request for Exclusion Form or write a letter. See **Exhibits C & D**.

h. *Form for Workweek Disputes*

The Court states, "Under Section 4, reference should be made to the form provided for submitted workweek disputes."

The Parties have revised Section 4, to include the following:

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

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

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [insert response date] to challenge the number of Workweeks and/or Pay Periods credited to you by completing the attached Workweek Dispute and Change of Address Form. You can submit your challenge by signing and sending a letter to the Administrator via mail, e-mail or fax. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records to the Administrator. The Administrator will accept Defendant's calculation of Class Period Workweeks and/or PAGA Pay Periods based on its records as accurate unless you send copies of records containing contrary information. You

should send copies rather than originals because the documents will not be returned to you.

See Exhibits C & D.

i. *Form for Address Changes*

The Court states, "Under Section 5, reference should be made to the form provided for submitting address changes."

The Parties have revised Section 5 to include the following:

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

See Exhibits C & D.

j. *Correct Dept. Number*

The Court states, "Under Section 8, the correct department number should be listed in the notice."

The Parties have changed CX103 to CX102. **See Exhibits C & D.**

k. *Correct court URL*

The Court states, "Also under Section 8, the correct court URL should be listed in the notice."

The Parties have added the following correct URL https://occourtsapp.occourts.org/aci/checkin-results?dept=CX102.

See Exhibits C & D.

l. *Binding Judgment*

The Court states, "The notice should specify that the judgment, "whether favorable or not," will be binding all Class Members who do not request exclusion.. (CRC, rule 3.766(d)(4).)."

The Parties have added the following to the end of the Class Notice in bold:

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

See Exhibits C & D.

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7. Amended Proposed Order

a. Incorporate all Relevant Revisions

The Court states, "the proposed order should be revised to incorporate the relevant revisions identified above, including attaching the revised Settlement Agreement and revised Class Notice and forms."

The Proposed Order has been revised to incorporate all relevant revisions, including attaching the revised settlement agreement and revised Class Notice and forms. Please see Exhibits 1-5 to the Amended Proposed Order filed concurrently herewith.

b. Title

The Court states, "the title of the document should add "and PAGA" between "Class Action" and "Settlement"."

Plaintiff has added the words "and PAGA to the caption page and footer of the Amended Proposed Order filed concurrently herewith. It now reads as: "Amended [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement.

c. Date of Preliminary Approval Hearing

The Court states, "the date for the preliminary approval hearing should be updated to reference the continued hearing date."

Plaintiff has changed the hearing date from March 12, 2026 to July 9, 2026 in the caption and p.2, lines 2-3 of the Amended [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement.

d. Defining all Terms

The Court states, "All terms that require definition must either be defined in the proposed order itself or clearly incorporate by reference definitions found elsewhere in the record."

All terms have been defined in the proposed order and/or clearly incorporated by reference definitions found elsewhere in the record.

e. Specify Deductions from GSA

The Court states, "The proposed order should specify the amounts proposed to be allocated from the GSA to attorneys' fees, litigation costs, enhancement(s), administration costs, and PAGA penalties including the LWDA and to Aggrieved Employees)."

Paragraph 12 of the Amended [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement now reads as follows:

> 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.

f. *<u>Proposed Final Approval Hearing</u>*

The Court states, "Counsel has proposed 7/31/2026 for the Final Approval Hearing, but this department hears law and motion on Thursdays, not Fridays."

Counsel proposes a Final Approval Hearing date of Thursday, December 3, 2026 at 2:00 p.m.

g. *<u>Court's Continuing Jurisdiction</u>*

The Court states, "The proposed order should specify the Court's continuing jurisdiction pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h)."

Paragraph 16 was added to the Amended [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement and it reads as follows: 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).

III. <u>CONCLUSION</u>

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

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Respectfully submitted,

Dated: June 9, 2026

LIDMAN LAW, APC

By: Milan Moore

Milan Moore
Attorneys for Plaintiff
JOAQUIN GARCIA-REYES