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JOAQUIN GARCIA-REYES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

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

Defendants.

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

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

DECLARATION OF PLAINTIFF JOAQUIN GARCIA-REYES IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT

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

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

DECLARATION OF JOAQUIN GARCIA-REYES

I, JOAQUIN GARCIA-REYES, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement ("Settlement") reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Fastcility Corporation ("Defendant") as an hourly, non-exempt employee from approximately June 2019 until approximately September 6, 2024. I worked as a Field Service Technician and my primary job duties were installing, repairing, and removing food service equipment. During my employment with Defendant, I, along with the other hourly, non-exempt employees, was subject to Defendant's wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendant, I was not paid for all my time worked. Specifically, it is my understanding that Defendant shaved my recorded hours by automatically deducting 30 minutes from my time worked even though I was not provided a meal period. When I was clocked out for a meal period, Defendant often required me to perform work.

4. I do not believe I received all meal breaks to which I was entitled. Defendant's work demands and policies/practices did not allow for me to have a meal break until after the fifth hour of work. Also, I was not provided a second meal period when I worked shifts longer than 10.0 hours. I did not receive meal period premiums for each time I received a late, interrupted, or missed meal period.

5. I also do not believe I received all rest breaks to which I was entitled. Specifically, Defendant's work demands did not allow permit me to take a rest break for every four hours worked. I did not receive rest period premiums for each time I received a late or missed rest period.

6. Because of all of the above issues, I do not believe I received accurate, itemized wage statements nor was I paid all of my wages owed at the time of my separation of employment with Defendant.

7. I also was not reimbursed for using my personal cell phone for business purposes or purchasing tools needed for the job.

8. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on August 5, 2025 and throughout the settlement process.

9. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and Defendant's current employees by helping them recover money owed to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees would not have to take on. For example, I knew that there was a risk that I could be responsible for Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future employability, I accepted that burden for the benefit of other employees of Defendant because I wanted Defendant to pay its current and former employees for all unpaid wages according to the law and face consequences for not doing so.

10. I have been actively involved in this case since joining this lawsuit. Without revealing and/or waiving attorney-client privileged communications, I have communicated with my attorneys on numerous occasions. I estimate that I have spent approximately 5-10 hours meeting with my lawyers concerning the case and my responsibilities as a class representative, which included, among other things, gathering various employment and non-employment related documents for use in the lawsuit, reviewing documents with my lawyers and answering their questions, answering follow up questions and providing guidance regarding Defendant's timekeeping, break schedules, and other policies and procedures that Defendant required me and the hourly employees to follow, and reviewing the settlement documents. I made sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted to understand everything before I signed it.

11. As part of the proposed Settlement, I have also agreed to a full general release of claims related to my employment with Defendant that extends beyond the release of claims applicable to members of the Class as defined in the Settlement. I understand that this includes all claims, whether known or unknown, under federal, state, or local law against Defendant.

12. I believe my claims are typical of the members of the Class because they were required to follow the same policies and procedures I was required to follow when I worked for Defendant. I

believe Defendant's policies and procedures were the same for all hourly employees in California. Since the same policies and procedures apply to myself and the other hourly, non-exempt employees, I believe they were not paid for all wages earned, did not receive all meal and rest periods, did not receive accurate wage statements, were not paid all wages owed upon separation of employment, and were not reimbursed for the use of their personal cell phone and the purchase of tools for business purposes.

13. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt employees. I understand that as the proposed class representative, I am responsible for representing the interests of all members of the class in litigation to recover money damages for the Class and I consider the interests of the Class and put the interests of the Class before my own interests.

14. I understand that my attorneys will request that the Court award me Service Award of $7,500.00 for my service and efforts on the case. This proposed $7,500.00 Service Award is not contingent upon me supporting the proposed Settlement.

15. I signed a written fee split agreement regarding the division of attorneys' fees.

I have reviewed this written statement and fully understand all of its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 09/25, 2025 at Fontana, California.



JOAQUIN GARCIA-REYES