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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
UNLIMITED JURISDICTION

Jorge Argueta Gonzalez and Victor Garay,
Plaintiffs,
vs.

Dent Wizard International Corporation; and
DOES 1 through 50, inclusive,
Defendants.

Case No. 21CV001529

**DECLARATION OF ARLO GARCIA
URIARTE IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Reservation ID: 661152252175
Hearing Date: July 1, 2025
Hearing Time: 10:00 a.m.
Judge: Hon. Michael Markman
Dept.: 23
Action Filed: November 2, 2021

1 I, Arlo Garcia Uriarte, declare as follows:

2 1. I am an attorney licensed to practice law in all courts of the State of California. I
3 am the founding and managing attorney of Liberation Law Group, P.C. (“LLG” or “Firm”), the
4 counsel of record for Plaintiffs Jorge Argueta Gonzalez and Victor Garay (“Plaintiffs”) in this
5 action against Defendant Dent Wizard International, LLC, formerly known as Dent Wizard
6 International Corporation (“Defendant”). I am the supervising attorney directly involved in
7 litigating this matter. I submit this declaration based on my personal knowledge and could
8 testify competently if called as a witness.

9 2. LLG undertook representation in this matter purely on contingency. Plaintiffs
10 signed a contingency fee agreement providing for attorney’s fees equal to 33.33% of the total
11 recovery pre-trial, and 40% if the matter proceeded toward trial. Our Firm will receive no
12 compensation or reimbursement of costs unless the action succeeds. Plaintiffs understood and
13 accepted their responsibilities as class representatives by signing attestations, agreeing to place
14 class interests above their own if required.

15 3. Our investigation confirmed Defendant provides automotive reconditioning
16 services to dealerships, body shops, insurance companies, rental agencies, leasing companies,
17 and automotive auctions. Defendant is particularly recognized for paintless dent repair but also
18 offers wheel, paint, and interior repairs.

19 4. Based on our Firm’s analysis of Plaintiffs’ personnel files and other documents
20 provided by Defendant, Defendant employed the Plaintiffs as paint technicians. Mr. Gonzalez
21 worked for Defendant from March 2018 until January 22, 2021, and Mr. Garay from October
22 2018 through December 31, 2020.

23 5. Defendant refuted Plaintiffs’ claims initiated in the complaint, asserting that it
24 has consistently adhered to all relevant wage and hour regulations. Defendant further argued
25 that individualized issues would predominate over common questions in any class proceeding.

26 6. The Parties engaged in two full-day mediation sessions with Barry Appell, a
27 highly experienced and well-regarded mediator. The initial session, held in February 2024,
28 addressed a specific subset of class members. Over the following months, the parties continued

1 exchanging data and evidence, including time and pay records; Plaintiffs gathered additional
2 declarations from putative class members detailing their work experiences. The second
3 mediation took place on March 31, 2025, during which the parties reached a comprehensive,
4 non-reversionary settlement that resolved all class and representative claims. The parties then
5 worked together to create and execute the attached Agreement (Exhibit 1), which I believe fairly
6 and appropriately addresses class member interests.

7 7. I believe this settlement represents a fair, reasonable, and adequate compromise,
8 given the complexity and risks inherent in further litigation. Both parties were represented by
9 experienced wage-and-hour attorneys. The resolution reflects careful analysis of the evidence
10 and defenses.

11 8. The parties selected La Raza Centro Legal (“LRCL”) as a suitable cy pres
12 recipient. It is LRCL’s mission is to provide high-quality, free legal representation to low-
13 income immigrant families and the Latino community. Neither I nor my Firm have any
14 financial interest or influence over LRCL’s operations.

15 9. If the Court approves all requested deductions, approximately \$1,190,647.50 will
16 remain in the settlement fund, providing an average recovery of roughly \$1,637.75 per class
17 member. Plaintiffs and I believe this constitutes a substantial and meaningful recovery for
18 hourly employees across California.

19 10. I am confident that the proposed settlement is fair, reasonable, and adequate in
20 light of the potential risks and burdens associated with continued litigation.

21 11. The Notice Form mailed to class members will include a Spanish-language
22 translation and will also be accessible on a dedicated settlement website hosted by the
23 Settlement Administrator, CPT Group, Inc. My Firm detailed these requirements when
24 requesting the bids described directly below.

25 12. Parties solicited bids from three well-regarded settlement administrators: CPT
26 Group, Inc., Phoenix Administrators, and Simpluris, Inc. I ensured that each vendor received
27 consistent and relevant details necessary for accurate pricing, including: (1) the expected length
28 of the notice form, (2) the estimated number of class members, and (3) the requirement to send

1 notices in both English and Spanish via First Class U.S. Mail, incorporating skip tracing and re-
2 mailing for undeliverable notices, as well as hosting a settlement website with key documents.
3 Among the bids received, CPT Group, Inc.'s proposal was the most cost-effective.

4 13. CPT Group, Inc. is a nationally recognized settlement administrator with
5 extensive expertise in handling employment and wage-and-hour class actions across California.
6 Over the past decade, I have engaged CPT for multiple complex wage-and-hour class and
7 PAGA cases and can attest to its consistent competence, efficiency, and reliability.

8 14. Neither I nor my firm hold any financial interest in CPT Group, Inc. Based on
9 my professional experience and judgment, I am confident that CPT is fully equipped to fulfill
10 the administrative responsibilities outlined in the Agreement, and its proposed fee is reasonable
11 given the class size and the complexity of the case.

12 15. Plaintiffs' off-the-clock claims primarily stem from alleged unpaid tasks that
13 class members performed before and after their scheduled shifts. Specifically, pre-shift work
14 included activities such as retrieving vehicle keys, locating vehicles, moving vehicles to
15 designated work areas, and preparing tools and supplies. Plaintiffs maintained that Defendant's
16 established practices required employees to be ready to start productive tasks precisely at their
17 scheduled start times, thus necessitating employees to arrive early to complete preliminary
18 duties off the clock. Similarly, post-shift work often involved cleaning work areas, returning
19 vehicles, completing customer documentation, securing equipment, and loading tools and
20 supplies into personal or company vehicles after class members had clocked out. My Firm
21 learned all of this information from interviewing Plaintiffs and numerous putative class
22 members, some of which volunteered to provide confidential declarations that we used at
23 mediation to bolster negotiation efforts.

24 16. Defendant maintains facially compliant timekeeping policies that explicitly
25 instruct employees to record all working time. Defendant asserted that alleged off-the-clock
26 activities were isolated or minimal and varied by location, complicating class-wide proof of
27 violations.

28 17. Plaintiffs alleged Defendant systematically failed to provide compliant meal and

rest breaks. Employees reported shortened breaks due to supervisor pressure or work expectations, despite written policies appearing compliant.

18. Confidential class member declarations obtained during mediation preparation process corroborated Plaintiffs' allegations that supervisors regularly pressured employees to shorten breaks to meet productivity demands, rendering these breaks inadequate. However, these declarants only represent a small subset of the entire settlement class.

19. After thoroughly reviewing the information obtained through discovery, analyzing timekeeping and payroll records, considering employee declarations, and examining Defendant's stated policies and procedures, I can conclude that the risks associated with continuing litigation remain significant.

20. Significant risk exists that damages proven at trial would differ from mediation estimates once individual experiences were scrutinized. In addition, claims for waiting time penalties and wage statement violations might not achieve certification or might not succeed due to the Defendant's good faith compliance assertions.

21. Plaintiffs analyzed payroll and timekeeping records for 97 paint technicians (representing 6,526 workweeks) and 35 employees in other classifications (representing 2,031 workweeks).

22. Our damages analysis for the 97 paint technicians identified total potential damages of approximately \$2,052,649.38. This total includes:

- \$462,144.38 unpaid overtime (average 90 minutes/week of off-the-clock work).
- \$451,115.00 meal break premiums (1.98 violations/week).
- \$1,139,390.00 rest break premiums (5 violations/week).

23. Meal period violation rates were calculated from payroll data. Rest break rates were derived from class member interviews and likely overstated, focusing on employees reporting severe rest-period violations.

24. Our analysis of a 35-employee sample from other employee classifications indicated total damages of approximately \$510,743.78. This total includes:

- Unpaid overtime wages calculated at \$91,822.69, based on an average of 75

1 minutes per week of uncompensated off-the-clock work across the sampled
2 period. We utilized this slightly lower off-the-clock estimate compared to the
3 paint technicians due to what we learned from interviews with non-paint tech
4 putative class members, *i.e.*, off-the-clock work complaints were not as severe.

- 5 • Meal period violation premiums amounting to \$147,735.45, reflecting a violation
6 rate of approximately 3.03 meal period violations per workweek, which was
7 derived directly from the analysis of Defendant's time and payroll records.
- 8 • Rest period premiums amounting to \$271,185.64, based on an assumed violation
9 rate of approximately 5 rest break violations per workweek. This rest break
10 violation rate was derived primarily from interviews with putative class members
11 who reported significant rest period issues, resulting in an assumption of daily
12 violations without compliance from Defendant. We acknowledge that this
13 assumption is likely overstated, as interviews focused on employees who
14 experienced severe rest period violations, and many other class members likely
15 experienced fewer such issues.

16 25. Combining both the abovementioned analyses, we identified total sampled
17 damages amounting to approximately \$2,563,393.16 for 132 sampled employees.

18 26. I submit that I am qualified to act as class counsel in this matter based on my
19 experience. My qualifications are as follows. I graduated from the University of San Francisco
20 with a bachelor's degree in public administration on the dean's list. I graduated from the
21 University of San Francisco School of Law in 2003, though I started law school in 1996. When
22 my son was born, in the winter of 1999, I decided to stop law school for 3 years, to concentrate
23 on being with my newborn son. I then returned to USF law school for the final year of units and
24 obtained my J.D. degree. I obtained my license to practice law in 2004. Prior to becoming an
25 attorney and since 1992, I was a legal assistant working for San Francisco/Bay Area law firms
26 and an in-house legal department.

27 27. Since 2004, I have focused on employment law litigation on the plaintiff's side. I
28 have handled numerous wage and hour class actions and garnered a particular familiarity and

1 knowledge regarding the following class issues: litigation practices, certification issues, case
2 law, statutory construction, employer practices, employee needs, employee working conditions,
3 and more.

4 28. I have led my Firm in the handling of many similar wage and hour
5 class/representative actions. I have been approved by courts as class counsel in matters which
6 include but are not limited to:

- 7 • *Canlas v. Aircraft Service International, Inc.* case no. 16-cv-02355-JSW (U.S. District
8 Court, Northern District of California);
- 9 • *Conchas v. French Redwood, Inc.* case no. 17CIV04276 (San Mateo Superior Court),
10 meal and rest break compensation case against a hotel operator;
- 11 • *Farmer v FHR San Francisco Operations, LLC*, San Francisco Superior Court, CGC-20-
12 588472 (failure to pay all hours worked, overtime, and failure to provide meal and rest
13 periods case against a renowned hotel; settlement achieved and approved);
- 14 • *Castro v Black Angus Steak Houses, LLC*, Alameda Superior Court, RG19042157,
15 (failure to pay all hours worked, overtime, failure to provide meal and rest periods and
16 unpaid expenses case against a famous steakhouse; settlement achieved and approved);
- 17 • *Herrada v McWane, Inc.*, Alameda Superior Court, RG21103064, failure to pay all
18 hours worked, overtime, failure to provide meal and rest periods case against a cast
19 ductile iron manufacturer;
- 20 • *Lopez v. Peak California Restaurant Group, LLC*, Contra Costa Superior Court, C20-
21 00497, failure to pay all hours worked, overtime, failure to provide meal and rest
22 periods; case against a popular restaurant chain;
- 23 • *Melendez v Genesis Building Services, Inc.*, San Mateo Superior Court, 20CIV00453,
24 failure to pay all hours worked, overtime, failure to provide meal and rest periods; and
25 unpaid expenses case against a janitorial services company;
- 26 • *Sanchez v. Atherstone Foods, Inc.*, Contra Costa Superior Court, C20-01999, failure to
27 pay all hours worked, unpaid minimum wage, overtime, failure to provide meal and rest
28 periods; and unpaid expenses case against fresh food production company;

- 1 • *Romero v Taquerias el Farolito, Inc.*, San Francisco Superior Court, CGC-19-577957,
2 failure to pay all hours worked, unpaid minimum wage, overtime, failure to provide
3 meal and rest periods; and unpaid expenses case against a Mexican food chain
4 restaurant;
- 5 • *Aldana v. Wayfare Manager, LP*, San Francisco Superior Court, CGC-19-576943, meal
6 and rest period violations case against a popular restaurant;
- 7 • *Barragan v. Land & Sea Restaurants, LLC*, San Francisco Superior Court, CGC-18-
8 571989, failure to pay all hours worked, overtime, failure to provide meal and rest
9 periods; case against a restaurant;
- 10 • *Glover v Hallmark Aviation Services*, San Francisco Superior Court, CGC-18-571984,
11 failure to pay all hours worked, overtime, failure to provide meal and rest periods case
12 against a company that offers different services to airports and airlines;
- 13 • *Bailon v Forge Pizza*, Alameda Superior Court, RG16811165, meal and rest period
14 violations case against a pizza restaurant;
- 15 • *Osorio v Mezzetta*, Napa County Superior Court, 17CV001321, unpaid wages, breaks,
16 off-the-clock work by fruit and vegetable bottling company;
- 17 • *Rowland v Cucagna dba Zuni Café*, San Francisco Superior Court, CGC-16-555127,
18 unpaid wages and breaks compensation case against popular café;
- 19 • *Concepcion v. DFS Group, L.P.*, case no. CGC-15-548698 (San Francisco Superior
20 Court) \$1,575,000 total settlement fund; 760 settlement class members; wage and hour
21 class action mostly about unpaid meal and rest period premiums with an unpaid wages
22 element as well;
- 23 • *Jakosalem v. Air Serv Corporation* (U.S. District Court, Northern District of California
24 Case No. 3:13-cv-05944-SI (unpaid minimum wage, overtime, and failure to provide
25 meal and rest periods; class action settlement achieved and approved by the court);
- 26 • *Mul-May v. The Slanted Door, Inc.*, San Francisco County Case No. CGC-13-535967
27 (allegations of meal and rest period violations and unpaid gratuities);
- 28 • *Mungia v. Liz Palacios Designs, Inc.*, San Francisco County Case No. CGC-06-455942,

(unpaid minimum and overtime wages, meal and rest period violations, and unpaid expenses, settlement achieved and approved);

- *Keo v. North Coast Couriers Inc.*, Alameda County Case No. RG06251806 (independent contractor misclassification of courier drivers, settlement achieved and approved);
- *Navarro v. Servisair*, United States District Court Case No. CV-08-2716-MHP (non-payment of wages and rest break violations, settlement achieved and approved);
- *Chavez v. J.R. Produce; Chavez v. UPG*, San Mateo County Case No. 474121 & 515853 (off-the-clock work, meal and rest breaks and failure to reimburse uniform expenses; fraudulent transfer);
- *Bonilla v. Café de la Presse*, San Francisco Superior Court Case No. CGC-11-511482 (meal periods, rest breaks and gratuities, settlement achieved and approved);
- *Chavez v United Prosperity Group*, San Mateo Superior Court Case No. 515853 (trial on successor liability; fraudulent transfer action for the class claims and judgment);
- *Gutierrez v. HWA May Market, Inc.*, San Francisco Superior Court Case No. CGC-13-535590 (wage and hour class action, settlement achieved and approved by the court);
- *Espinoza v. Pleasanton Car Wash Inc.*, Alameda Superior Court Case No. RG14750671 (wage and hour class action, settlement achieved and approved by the court);
- *Cruz v. Prospect Air*, San Francisco County Case No. CGC-15-547490 (wage and hour class action case including unpaid wages, overtime, and unpaid meal and rest period premiums, a settlement has been preliminarily approved);
- *Carillo v. T-Lish II LLC*, San Francisco Superior Court Case No. CGC 15-546096 (meal and rest period class action, settlement achieved and approved);
- *Perez v Foam Distributors Inc.*, Alameda Superior Court Case No. RG15772012 (rounding unpaid wages, meal and rest break claims settled and approved).

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15 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF ALAMEDA**
17 **UNLIMITED JURISDICTION**
18

19 Jorge Argueta Gonzalez and Victor Garay,
20
21 Plaintiffs,

22 vs.

23 Dent Wizard International Corporation; and
24 DOES 1 through 50, inclusive,

25 Defendants.

Case No. 21CV001529

**EXHIBIT "1" DECLARATION OF ARLO
GARCIA URIARTE IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Reservation ID: 661152252175
Hearing Date: July 1, 2025
Hearing Time: 10:00 a.m.
Judge: Hon. Michael Markman
Dept.: 23
Action Filed: November 2, 2021

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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF ALAMEDA**
19

20 Jorge Argueta Gonzalez and Victor Garay,

21 Plaintiffs,

22 v.

23 Dent Wizard International Corporation and DOES 1
24 through 50, inclusive,

25 Defendants.
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27
28

Case No.: 21CV001529

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: November 2, 2021
Judge: Hon. Michael Markman
Dept: 23

1 This Class And PAGA Action Settlement Agreement and Release (hereinafter
2 “Agreement”) is entered into by and between Plaintiffs Jorge Argueta Gonzalez and Victor Garay
3 (hereinafter “Plaintiffs”) and Defendant Dent Wizard International, LLC (hereinafter
4 “Defendant”) (collectively referred to herein as the “Parties”), and is approved by their respective
5 counsel of record, subject to the terms and conditions hereof and the Court’s approval.

6 **A. Definitions**

7 As used herein, for the purposes of this Agreement only, the following terms shall be
8 defined as set forth below:

9 **1. “Action” or “Lawsuit”** means and refers to the case entitled *Jorge Argueta*
10 *Gonzalez, et al. v. Dent Wizard International Corporation; and DOES 1 through 50, inclusive,*
11 California Superior Court for the County of Alameda, Case No. 21CV001529.

12 **2. “Administrative Costs”** refers to all costs associated with administration of the
13 settlement contemplated by this Agreement. Administrative Costs include all fees and costs for,
14 among other things, printing, copying, formatting, postage, envelopes, searches to locate
15 addresses, calculation of payments to individual class members, calculation of applicable payroll
16 withholdings and payroll taxes, preparation and filing of appropriate IRS Forms, any cost
17 associated with the process for any uncashed settlement checks, and any other expenses the
18 Settlement Administrator reasonably incurs to complete the settlement process according to the
19 terms of this Agreement. Administrative Costs are borne in the first instance by the Settlement
20 Administrator.

21 **3. “Agreement” or “Settlement Agreement”** shall mean this Class and PAGA
22 Action Settlement Agreement and Release.

23 **4. “Aggrieved Employees”** means all current and former non-exempt employees
24 employed by Defendant in California at any time during the PAGA Period.

25 **5. “Class Counsel”** refers to Arlo Garcia Uriarte of Liberation Law Group, P.C.

26 **6. “Class Counsel Payment”** refers to the amount of attorneys’ fees and costs that
27 the Court awards to Class Counsel in connection with the resolution of the Action in accordance
28 with this Agreement.

1 7. **“Class Members”** refers to those individuals who, for purposes of this Agreement,
2 will be certified as members of the settlement class, defined as follows: “all current and former
3 hourly-paid or nonexempt employees of Defendant who worked in California during the Class
4 Period and did not request exclusion or opt-out of this settlement.” Defendant represents that there
5 are 727 putative Class Members as of March 31, 2025.

6 8. **“Class Period”** is deemed to be any time during the period of November 2, 2017,
7 through and including the date the Court grants preliminary approval of the settlement.

8 9. **“Class Representatives” or “Plaintiffs”** refers to Jorge Argueta Gonzalez and
9 Victor Garay.

10 10. **“Class Representative Service Award”** refers to any payment that the Court
11 awards to the Class Representatives for their efforts in prosecuting the Action on behalf of the
12 Class Members.

13 11. **“Complaint”** refers to the class action complaint filed in the Action on November
14 2, 2021.

15 12. **“Notice Period”** refers to the forty-five (45) calendar day period following the date
16 when the Settlement Administrator mails the Notice of Class Action Settlement. The Notice Period
17 is the period in which a Class Member can submit an Objection or a Request for Exclusion.

18 13. **“Court”** refers to the Superior Court of California for the County of Alameda.

19 14. **“Defendant”** refers to Dent Wizard International, LLC, which is the same entity
20 formerly known as Dent Wizard International Corporation.

21 15. **“Effective Date”** means the date the Court signs the Final Approval Order if there
22 are no Objectors or Intervenor; or, if there any of the aforementioned, the date upon which both
23 of the following have occurred: (i) approval of the settlement is granted by the Court, or other
24 court assuming jurisdiction of this Action, and (ii) the Court’s judgment approving the settlement
25 becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment,
26 the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration
27 of the time to file a petition for writ of certiorari to the California Supreme Court, or (ii) if a petition
28 for writ of certiorari is filed, the date of denial of the petition for 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.

16. “Fairness Hearing” refers to the hearing at which the Court decides whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all requirements for final approval.

17. “Final Approval Order” refers to the final executed order by the Court approving the Settlement following the Fairness Hearing.

18. “Gross Settlement Amount” refers to the payment Defendant is obligated to make in connection with this Agreement: one million nine hundred twenty-five thousand dollars and zero cents (\$1,925,000.00) plus Defendant’s share of any applicable employer-side payroll taxes on the wage portion of the Net Settlement Fund only (in other words, any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Fund).

19. “Individual Settlement Payment(s)” refers to the amount calculated by the Settlement Administrator to distribute to each Settlement Class Member as consideration for the Released Claims. The Individual Settlement Payment(s) shall be paid from the Net Settlement Amount.

20. “Intervenor(s)” refers to a Class Member who files a complaint in intervention.

21. “Judgment” refers to the final judgment entered by the Court in this Action following the Fairness Hearing.

22. “LWDA” refers to the California Labor & Workforce Development Agency, which helps to enforce the Private Attorney General Act (“PAGA”), California Labor Code section 2698 *et seq.*, and which will receive the LWDA portion of the PAGA Payment.

23. The “LWDA Letter” refers to the June 4, 2021, letter from Liberation Law Group, P.C., on behalf of Plaintiff Jorge Argueta Gonzalez providing notice of his intent to pursue a PAGA claim.

24. “Net Settlement Amount” refers to the portion of the Gross Settlement Amount that remains after accounting for any Class Representative Service Awards, the portion of the PAGA Payment payable to the LWDA, Administrative Costs, and the Class Counsel Payment.

1 **25. “Notice of Class Action Settlement”** means the notice form to be sent to Class
2 Members, subject to the Court’s approval. Plaintiffs’ counsel will submit a proposed notice form
3 to Defense Counsel and work with them in good faith to arrive at a mutually agreed upon notice
4 form.

5 **26. “Objection”** refers to a written statement submitted timely by a Settlement Class
6 Member to the Settlement Administrator that contains all of the following (1) the name and case
7 number of this Action (or reasonable portion thereof), (2) the full name, last four digits of their
8 social security number (if available), and current address of the Settlement Class Member making
9 the Objection, (3) the specific reason(s) for the Objection, and (4) all evidence and supporting
10 papers (including, without limitation, all briefs, written evidence, and declarations) for the Court
11 to consider.

12 **27. “Objector”** refers to a Settlement Class Member who has submitted an Objection.

13 **28. “PAGA Payment”** refers to a sixty-five thousand dollar and zero cents
14 (\$65,000.00) PAGA allocation payment in settlement of Plaintiffs’ claim for civil penalties under
15 the Private Attorney General Act of 2004. Sixty-five percent (65%) of the PAGA Payment shall
16 be payable to the LWDA and thirty-five percent (35%) shall be payable to the Net Settlement
17 Amount for distribution to Aggrieved Employees.

18 **29. “PAGA Period”** is deemed to be any time during the period of August 29, 2020,
19 through and including the date the Court grants preliminary approval of the settlement.

20 **30. “Preliminary Approval Order”** refers to the order entered by the Court granting
21 Plaintiffs’ motion for preliminary approval of this settlement and setting a date for a Fairness
22 Hearing.

23 **31. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund
24 pursuant to U.S. Treasury Regulation Section 468B-1.

25 **32. “Released Claims”** refers to all claims under state, federal (including, but not
26 limited to, the Fair Labor Standards Act), or local law, arising out of the claims expressly pleaded
27 in the Action, LWDA Letter, and all other claims, such as those under the California Labor Code,
28 Wage Orders, regulations, and/or other provisions of law, arising from, related to, or that could

1 have been asserted based on the facts pleaded in the Action for: (1) Failure to Pay all Wages, (2)
2 Failure to Pay Overtime Compensation, (3) Meal Period Violations, (4) Rest Period Violations,
3 (5) Wage Statement Violations, (6) Waiting Time Penalties, (7) PAGA and (8) Unfair Competition
4 in Violation of California Business and Professions Code §§17200, et seq. ("Released Claims").
5 The release shall only apply to the Class Period.

6 **33. "Released PAGA Claims"** means all claims that this Agreement will extinguish
7 as to Defendant's employees that were raised, or reasonably could have been raised, during the
8 PAGA Period under PAGA and includes the release of all claims in the LWDA Letter and all
9 claims alleged under PAGA in the complaint filed in the Action.

10 **34. "Released Parties"** refers to Defendant and all its current, former, and future
11 parents, related companies, divisions, affiliates, owners, subsidiaries, predecessors and successors,
12 and all of their agents, employees, officers, directors, managers, spouses, vendors/contractors,
13 partners, shareholders, members, agents, attorneys, insurers, landlords, licensees, lessors,
14 reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, and any
15 other successors, assigns, transferees, heirs, executors, administrators, or legal representatives, as
16 well as any other individual or entity which could be jointly liable with any of the preceding.

17 **35. "Request for Exclusion"** refers to a timely, written, opt-out request signed by a
18 Class Member who thereby elects to be excluded from this Agreement.

19 **36. "Settlement Administrator"** refers to CPT Group, Inc. the third-party
20 administrator the Parties have selected, subject to Court approval. The parties sought bids from
21 three, reputable settlement administrators. The most competitive bid was chosen.

22 **B. Recitals and Procedural History**

23 **1. The LWDA Letter.** On or about June 4, 2021, Liberation Law Group, P.C.
24 submitted the LWDA Letter to the LWDA via online submission on behalf of Plaintiff Jorge
25 Argueta Gonzalez.

26 **2. Allegations in the Action.** On November 2, 2021, Plaintiffs filed the Action.
27 Plaintiffs' complaint asserts claims for: (1) Failure to Pay all Wages, (2) Failure to Pay Overtime
28 Compensation, (3) Meal Period Violations, (4) Rest Period Violations, (5) Wage Statement

Violations, (6) Waiting Time Penalties, (7) PAGA and (8) Unfair Competition in Violation of California Business and Professions Code §§17200, et seq.

3. Defendant's Denials. Defendant denies: 1) all the material allegations in the action; 2) that it violated any laws; 3) that it is liable for damages, penalties, interest, restitution, attorneys' fees or costs, or for any other compensation or remedy with respect to anyone on account of the claims asserted in the Action; and 4) that class certification, collective action certification, or representative treatment is appropriate as to any claim in the Action. Defendant contends that its policies, procedures, and practices comply with all applicable laws asserted in the Action. Nonetheless, without admitting any liability or wrongdoing whatsoever and without admitting that class certification, collective action certification, or representative treatment is appropriate for any purpose other than for settlement purposes alone, Defendant has agreed to settle the Action on the terms set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement purposes only and shall under no circumstances be construed as an admission of fault or liability by Defendant.

4. Class Counsel's Investigation. Class Counsel has investigated the facts relating to the claims alleged in the Action and also has analyzed the relevant defenses. Class Counsel obtained the production of relevant documentation and data from Defendant prior to mediation. Class Counsel interviewed Class Members regarding the claims in the Action, and has examined Defendant's policies, procedures, and practices.

5. Negotiation of Settlement. Class Counsel and counsel for Defendant engaged in intensive, arms-length negotiations under the guidance of a well-regarded and highly experienced mediator, Barry Appell. The Parties participated in two days of mediation, the first in February of 2024 and the second in March of 2025. Plaintiffs and Class Counsel urge approval by the Court of this Agreement after considering: 1) the factual and legal defenses to the claims asserted, which render uncertain the ultimate outcome of the Action and class certification; 2) the potential difficulties Plaintiffs and Class Members would encounter in establishing their claims and maintaining class treatment; 3) the substantial benefits that Class Members would receive under this Agreement; 4) that this Agreement provides Class Members relief in an expeditious and

efficient manner, compared to any manner of recovery possible after litigation and potential appeal; and, 5) that this Agreement allows Class Members to opt out of the Action and individually pursue the claims alleged in the Action.

6. Stipulation to Class Certification and Representative Treatment. For settlement purposes only, the Parties stipulate that the Class Members described herein may be conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for representative treatment for purposes of settlement of PAGA claims. This stipulation to certification and representative treatment is in no way an admission that class action certification and/or representative treatment is proper and shall not be admissible in this or in any other action except for the sole purpose of enforcing this Agreement. Nor should Defendant's stipulation to conditional class certification and representative treatment be deemed as a waiver to any additional defenses against class or representative action treatment. Should, for whatever reason, the Court fail to issue a Final Approval Order, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification, representative treatment, and the substantive merits of the Action should the Court decline to issue a Final Approval Order. Plaintiffs expressly reserve their rights and declare that they will continue to pursue class certification, representative treatment, and a trial should the Court decline to issue a Final Approval Order.

C. Notice to Class Members

1. Content of Notice of Class Action Settlement. The Notice of Class Action Settlement shall include: (a) the amount of the Settlement; (b) a calculation of the Class Member's anticipated share of the Net Settlement Amount; (c) the full amounts of the Class Counsel Payment, Class Representative Service Awards, PAGA Payment, and Administrative Costs to be requested; (d) the terms of the release; (e) the procedure to timely opt out of the Settlement through a Request for Exclusion; (f) the procedure to Object to the Settlement; and (g) the date of the Fairness

1 Hearing. No claim form will be required to participate in the Settlement; checks will be mailed to
2 participating Class Members after Final Approval.

3 **2. Settlement Administrator.** The Parties select CPT Group, Inc. as the Settlement
4 Administrator. The duties of the Settlement Administrator shall include, without limitation,
5 mailing notices to Class Members, establishing a QSF, obtaining appropriate tax identification
6 number(s), calculating Individual Settlement Payments and Aggrieved Employees' pro rata shares
7 of the PAGA Payment, mailing Individual Settlement Payments and tax forms to Class Members,
8 remitting any tax payments and requisite reporting documentation to taxing authorities, calculation
9 of applicable payroll withholdings and payroll taxes, and the other duties associated with
10 settlement administration, including specified in this Agreement. Any dispute relating to the
11 settlement administration will, after good-faith efforts by the Parties to resolve the dispute, be
12 referred to the Court.

13 **3. Defendant to Provide Class Member Information to Settlement**
14 **Administrator.** Within thirty (30) days after the Preliminary Approval Order, Defendant shall
15 provide to the Settlement Administrator only a list containing the following information for each
16 Class Member: name, last known address, hire date(s), and termination date(s) if applicable. The
17 hire date(s) and termination date(s) for each Class Member shall be used by the Settlement
18 Administrator to calculate each Class Member's workweeks.

19 **4. Mailing Materials to Class Members.** Upon its receipt of the list described in
20 section C.3., the Settlement Administrator shall access the National Change of Address ("NCOA")
21 Database, and update the addresses maintained by Defendant. Within ten (10) calendar days of the
22 receipt of the class data discussed immediately above, the Settlement Administrator shall send the
23 Notice of Class Action Settlement to Class Members at their last known address via First Class
24 U.S. Mail. Any mailing returned to the Settlement Administrator as undeliverable shall be sent
25 within ten (10) calendar days via First Class U.S. Mail to any available forwarding address. If no
26 forwarding address is available, then the Settlement Administrator shall attempt to determine the
27 correct address by using a computer-based skip-trace search, and shall then perform, if feasible, a
28 re-mailing via First Class U.S. Mail within five (5) calendar days. If the last known address is not

1 available for a Class Member, then the Notice of Class Action Settlement for that Class Member
2 will be deemed undeliverable. Only one re-mailing is required. If a Class Member cannot be
3 located within two (2) attempts at mailing, then the Notice of Class Action Settlement for that
4 Class Member will be deemed undeliverable. It is the intent of the Parties that reasonable means
5 be used to locate Class Members.

6 **5. Proof of Mailing.** At least thirty (30) calendar days prior to the Fairness Hearing,
7 or sooner or as otherwise required by Class Counsel or the Court in connection with filing the
8 Motion for Final Approval, the Settlement Administrator shall provide a declaration of due
9 diligence and proof of mailing with regard to mailing of the Notice of Class Action Settlement to
10 Class Counsel and Defense Counsel, which they shall in turn provide to the Court.

11 **D. Class Members' Options to Respond**

12 **1. Notice Period.**

13 **a. Submission of Objections and Requests for Exclusion.** Class Members
14 will have forty-five (45) calendar days from the date of the mailing of the Notices to postmark or
15 e-mail their objections or written Requests For Exclusion to the Settlement Administrator.
16 Individuals who exclude themselves from the Settlement shall lose standing to object and shall not
17 be entitled to any Individual Settlement Payment. Except as specifically provided herein, no
18 response of any kind that is postmarked after the Notice Period shall be considered unless agreed
19 to by the Parties or ordered by the Court.

20 **b. Deficiency Notices.** Within ten (10) calendar days after receipt by the
21 Settlement Administrator of each timely-submitted Request For Exclusion, if necessary, the
22 Settlement Administrator will send a deficiency notice to the individual requesting exclusion
23 addressing any irregularities in the Request For Exclusion (such as failure to sign or include last
24 four digits of Social Security Number). The deficiency notice will provide fourteen (14) calendar
25 days from the mailing of the deficiency notice to postmark a written response to cure all
26 deficiencies.

27 **2. Requests for Exclusion and Opt-Out Rights.** Class Members shall be given the
28 opportunity to opt out of the Settlement.

1 **a. Opt-Out Procedure.** Class Members may opt out of the Settlement by
2 timely mailing or e-mailing the Settlement Administrator a valid Request for Exclusion. A Request
3 for Exclusion, to be valid, must include the individual's name, current address, current telephone
4 number or e-mail, and the last four digits of their Social Security number, if one has been assigned
5 to them. Any Request for Exclusion that does not include all of the required information or that is
6 not submitted in a timely manner will be deemed ineffective. If there is a dispute regarding the
7 timeliness or validity of a Request for Exclusion, then the Settlement Administrator shall make the
8 determination after consultation with Class Counsel and counsel for Defendant.

9 **b. Effect of Exclusion Through Opting Out.** Any Class Member who opts
10 out of the Settlement by submitting a Request for Exclusion may not submit an Objection. A class
11 member who opts out shall not receive any Individual Settlement Payment, and shall not be bound
12 by the releases set forth in this Agreement, except that any Class Member who submits a Request
13 for Exclusion is nevertheless bound by the Released PAGA Claims and shall receive their pro rata
14 share of the PAGA Payment, if they are an Aggrieved Employee. If both a Request for Exclusion
15 and an Objection are submitted by any individual, then the Request for Exclusion will be valid and
16 will invalidate the Objection. Each Class Member who does not submit a timely, valid Request for
17 Exclusion shall be bound by the releases for which this Agreement provides.

18 **3. Objections.** Class Members shall be entitled to object to the terms of the
19 Agreement. The right to object shall not apply to the Released PAGA Claims. Any Objection to
20 this Agreement must state (1) the name and case number of this Action (or reasonable portion
21 thereof), (2) the full name, last four digits of their social security number (if assigned), and current
22 address of the Class Member making the Objection, (3) whether it applies only to the objector, to
23 a specific subset of the class, or to the entire class; and (4) with specificity the grounds for the
24 objection. Class Members who submit an Objection remain bound by this Agreement, if it is
25 approved by the Court. Objections can be sent to the Settlement Administrator. Class Counsel shall
26 be responsible for promptly collecting and filing all objections, including any responses from the
27 parties thereto, with the Court.

28 **4. Waiver of Objection Rights.** Class Members who fail to submit an Objection in

1 the manner specified in the Notice of Class Action Settlement shall be deemed to have waived any
2 Objection and shall be foreclosed from objecting to this Agreement, whether by appeal or
3 otherwise.

4 **5. Proof of Class Members' Responses.** At least thirty (30) calendar days prior to
5 the Fairness Hearing, the Settlement Administrator will prepare a declaration to submit to the Court
6 regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any mailing
7 due to invalid addresses, the number of any Requests for Exclusion, and the number of any
8 Objections and the contents of the Objections.

9 **6. Disputed Information on Class Notice.** Class Members will have an opportunity
10 to dispute the information provided in their Class Notice. To the extent Class Members dispute
11 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
12 showing that such information is inaccurate. Absent evidence rebutting Defendant's records,
13 Defendant's records will be presumed determinative. However, if a Class Member produces
14 evidence contrary to Defendant's records by the Response Deadline, the Settlement Administrator
15 shall notify Class Counsel, and Defendant's Counsel to discuss and resolve the dispute, including
16 providing all available relevant information to all counsel. The Parties will resolve all disputes
17 jointly, which shall be final and binding on any Class Member disputes, and shall thereafter instruct
18 the Settlement Administrator how to proceed in processing the dispute. If the Parties cannot reach
19 an agreement, disputes shall be referred to the Settlement Administrator for a determination and if
20 the dispute remains unresolved after that, the dispute shall be submitted to the Court for final
21 determination. All such disputes are to be resolved or submitted to the Court no later than fourteen
22 (14) calendar days after the Response Deadline.

23 **7. Binding Effect of Settlement.** Although a Class Member might not receive the
24 Notice of Class Action Settlement, and might not timely submit an Objection or Request for
25 Exclusion because of inability to locate the Class Member's current address, that this Agreement
26 shall nonetheless bind Class Member.

27 **8. No Interference with Class Member Responses.** The Parties and their counsel
28 agree not to encourage or discourage any Class Member from submitting an Objection or Request

for Exclusion, and shall not retaliate against any Class Member for their participation or non-participation in the Settlement.

E. Distribution of Settlement Proceeds

1. Administrative Costs. The Parties have obtained reasonable estimates of Administrative Costs through a bidding process and seek approval of Administrative Costs to be drawn from the Gross Settlement Amount. If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect. The amount of Administrative Costs is not a material term of this Agreement.

2. Class Counsel Payment. Class Counsel shall request that the Court award a Class Counsel Payment, to be drawn from the Gross Settlement Amount, for (a) attorneys' fees of up to 33.33% of the Gross Settlement Amount or \$641,602.50 and (b) litigation costs actually incurred in representing the interests of the Class in this Action of up to \$40,000. Defendant shall have no liability for any other attorneys' fees or costs. Defendant shall not object to Plaintiffs' application for fees and costs up to the aforementioned amounts. To the extent that the Court approves less than the amount of Class Counsel Payment that Class Counsel requests, the difference between the requested and awarded amounts will be distributed to Class Members on a proportional basis relative to the size of their claims as set forth in Section E.5, below. The Court's approval of the Class Counsel Payment in the amount requested is not a material term of this Agreement. If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect and the difference will remain part of the Net Settlement Amount.

3. Class Representative Service Award. Plaintiffs will request Class Representative Service Awards in an amount up to Ten Thousand Dollars (\$10,000) each or Twenty Thousand Dollars (\$20,000) total. Defendant agrees not to object to a request up to this amount. The Class Representative Service Awards would be in addition to the Class Representatives' Individual Settlement Payments. Any amount of the requested Awards not approved by the Court shall be allocated to the Net Settlement Value and distributed to Class Members on a proportional basis relative to the size of their claims as set forth in Section E.5, below. In exchange for their Class Representative Service Awards, Plaintiffs shall execute a general release of all claims, as set forth

1 in Section F.3 below. The Court's approval of Class Representative Service Awards is not a
2 material term of this Agreement. If the Court does not approve or approves only a lesser amount
3 of Class Representative Service Awards, then the other terms of this Agreement shall still remain
4 in effect and the difference will remain part of the Net Settlement Amount.

5 **4. Individual Settlement Payments.** Each Class Member shall be entitled to an
6 Individual Settlement Payment consisting of a share of the Net Settlement Amount, in accordance
7 with the formula and procedures set forth below.

8 **a. Distribution formula.** The Net Settlement Amount will be distributed to
9 Class Members based on each Class Member's workweeks during the Class Period as determined
10 by the Settlement Administrator as a percentage of the total workweeks by all Class Members
11 during the Class Period. To determine each Class Member's Individual Settlement Payment, the
12 Settlement Administrator will use the following formula: Class Member's workweeks during the
13 Class Period divided by total workweeks for all Class Members during the Class Period times Net
14 Settlement Amount.

15 **b. Unnegotiated funds.** The Parties anticipate that certain Settlement Class
16 Member checks will not be negotiated. If less than ten percent (10%) of the Net Settlement Fund
17 remains unnegotiated by Class Members, the outstanding balance shall be awarded to La Raza
18 Centro Legal as a *cy pres* recipient consistent with the dictates of Code of Civil Procedure section
19 384. If unnegotiated funds equal more than ten percent (10%) of the Net Settlement Fund, then the
20 outstanding balance shall be redistributed on a pro-rata basis to Class Members who negotiated
21 their checks.

22 **c. Timing of Individual Settlement Payments to Class Members.** The
23 Settlement Administrator shall issue Individual Settlement Payments no later than forty-five (45)
24 days after it receives the Gross Settlement Amount from Defendant. Any checks from the first
25 distribution that are not cashed within one hundred eighty (180) calendar days from the date of the
26 mailing of the checks shall be cancelled and said cancellation shall not affect the validity of the
27 releases provided for herein and the Class Member shall be deemed to, nevertheless, be bound by
28 the releases provided herein. In the event of any uncashed checks, either there will be a payment

1 to the Court approved *cy pres* recipient if less than ten percent of checks remain unnegotiated; if
2 more than ten percent remains unnegotiated, then there will be a second distribution to those Class
3 Members who did negotiate their checks.

4 **d. Tax Treatment of Individual Settlement Payments to Class Members.**

5 All individual settlement shares for Class Members will be allocated as follows: ten percent (10%)
6 to settlement of wage claims and ninety percent (90%) to settlement of claims for interest and
7 statutory penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the
8 portion allocated to interest and penalties will be reported on an IRS Form 1099 by the Settlement
9 Administrator (and not Defendant). The Court's approval of the allocation of Individual Settlement
10 Payments set forth above is not a material term of this Agreement unless the Court orders an
11 allocation of more than 33.33% of Individual Settlement Payments as wages. If the Court does not
12 approve or approves a different allocation, then the other terms of this Agreement shall still remain
13 in effect.

14 **5. Effect of Opt-Outs On Net Settlement Amount.** This is a non-reversionary, non-
15 claims-made Settlement. No portion of the Gross Settlement Amount shall remain with Defendant.
16 If any Class Member chooses to opt out of the Settlement and submits a timely and valid Request
17 for Exclusion, then that Class Member's Individual Settlement Payment shall be distributed to
18 Class Members on a proportional basis.

19 **6. Funding of Gross Settlement Amount.** Defendant shall disburse the Gross
20 Settlement Amount to the Settlement Administrator within sixty (60) days after this Agreement's
21 Effective Date.

22 **F. Releases**

23 **1. Releases by Class Members.** By operation of the entry of the Final Approval Order
24 and Judgment, and except as to rights this Agreement creates, Class Members shall fully release
25 Defendant and all Released Parties (as defined herein) from the Released Claims. By way of
26 example, the Released Claims include all claims for unpaid wages including minimum wages;
27 overtime wages, including but not limited to alleged miscalculation of overtime wages; failure to
28 timely pay wages; failure to pay all hours worked, including but not limited to alleged off-the-

1 clock work; rest periods; meal periods; itemized wage statements; waiting time penalties; unfair
2 business practices or unfair competition related to any or all of the foregoing; any unpaid wages
3 or compensation related to any or all of the foregoing; any premium payments related to any or all
4 the foregoing; restitution for any of the foregoing; attorneys' fees or costs related to any or all of
5 the foregoing; and/or any other damages, penalties or amounts related to any or all of the foregoing.

6 **2. Additional Release by Class Representatives.** In addition to the releases given by
7 each Class Member, Plaintiffs also generally release all claims, demands, rights, liabilities and
8 causes of action of every nature and description whatsoever, known or unknown, asserted or that
9 might have been asserted, whether in tort, contract or for violation of any state or federal statute,
10 rule or regulation arising out of, relating to, or in connection with any act or omission by or on the
11 part of any of the Released Parties, except as may be prohibited by law. For the avoidance of doubt,
12 this general release includes claims arising from Plaintiffs' employment relationship with
13 Defendant, including, without limitation, claims for discrimination, harassment, or retaliation
14 pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 *et seq.*, the California
15 Fair Employment and Housing Act, California Gov't Code Section 12900 *et seq.*, or any claims
16 for violation of public policy, or claims arising from the California Labor Code and the FLSA.
17 This general release by Plaintiffs also includes a waiver of rights under California Civil Code
18 Section 1542, which states:

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

23 This release from Plaintiffs is only effective upon the Court granting final approval of the
24 Settlement and only applies to claims that may be released as a matter of law. This release also
25 does not include future claims that arise after final approval.

26 **3. Settlement is Contingent Upon Release of Claims.** This Agreement is
27 conditioned upon the releases by Class Members, the Aggrieved Employees, and Plaintiffs as
28 described herein, and upon covenants by the Class Members, the Aggrieved Employees and

1 Plaintiffs that they will not participate in any actions, lawsuits, proceedings, complaints, or charges
2 in any court or before any administrative body arising from or related to the Released Claims.

3 **4. Inadmissibility of Settlement Documents.** The Parties agree that this Agreement
4 and all exhibits thereto shall be inadmissible in any proceeding, except an action or proceeding to
5 approve, interpret, or enforce this Agreement. The Parties agree that, to the extent permitted by
6 law, this Agreement will operate as a complete defense to—and may be used as the basis for an
7 injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.

8 **G. Miscellaneous**

9 **1. Declaration to be Provided by Defendant.** By June 30, 2025, Defendant shall
10 provide a declaration detailing all wage and hour policy and practice changes made or that the
11 company intends to make as a result of or since Plaintiffs filed the Action.

12 **2. Materiality of Terms.** Except as otherwise stated herein, each substantive term of
13 this Agreement is material and has been relied upon by the Parties in entering into this Agreement.
14 If the Court does not approve any substantive terms, or if the Court effects a material change to
15 the Agreement then the entire Agreement will be, at the Parties' discretion, void and
16 unenforceable. Where this Agreement states that a term is not material, then the Court's refusal to
17 approve that term leaves all the other terms of the Agreement in effect, and does not give the
18 Parties any basis to abrogate this Agreement.

19 **3. No Tax Advice.** Neither Class Counsel nor Defense Counsel intend anything
20 contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything
21 in this Agreement be relied upon as such within the meaning of United States Treasury Department
22 Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

23 **4. No Impact on Employee Benefits.** No payment made under this Agreement shall
24 be considered as compensation for hours worked or hours paid for the purposes of determining
25 eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For
26 purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan,"
27 as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C.
28 section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock

1 purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance,
2 hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan,
3 practice, program, or policy, regardless of whether any such plan is considered an ERISA
4 employee benefit plan.

5 **5. Language of Settlement Documents.** All settlement-related documents to be filed
6 with the Court or sent to Class Members must be approved by all Parties before being filed or sent.

7 **6. Parties' Authority.** The signatories hereto represent that they are fully authorized
8 to bind the Parties to all the terms of this Agreement. This Agreement may be executed on behalf
9 of Class Members by the Class Representative and by Class Counsel.

10 **7. Entire Agreement.** This Agreement, which includes its Definitions, Recitals, and
11 any Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes
12 all prior and contemporaneous negotiations and understandings between the Parties.

13 **8. Counterparts.** This Agreement may be executed in counterparts, and each
14 counterpart signed and delivered shall be deemed an original, and when taken together with other
15 signed counterparts, signed and delivered shall constitute one signed Agreement, which shall be
16 binding upon and effective as to all Parties.

17 **9. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
18 by signing on the designated signature block and transmitting that signature page via facsimile or
19 as an attachment to an email to counsel for the other Party. Any such signature shall be deemed an
20 original for purposes of this Agreement and shall be binding upon the Party who transmits the
21 signature page.

22 **10. Waivers and Modifications to Be in Writing.** No waiver, modification, or
23 amendment of this Agreement—whether purportedly made before or after the Court's approval of
24 this Agreement—shall be valid unless it appears in a writing signed by or on behalf of all Parties,
25 and then shall be valid subject to any required Court approval. Any failure by any Party to insist
26 upon the strict performance by the other Party of any provision of this Agreement shall not be
27 deemed a waiver of future performance of the same provisions or of any other provision of this
28 Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist

1 upon the specific performance of any provision of this Agreement. The time periods and dates
2 provided in this Agreement with respect to giving of notices and hearings are subject to Court
3 approval and modification by the Court or by written stipulation of Class Counsel and Defense
4 Counsel.

5 **11. Construction.** Each Party participated jointly in the drafting of this Agreement,
6 and its terms are not intended to be, and shall not be, construed against any party by virtue of
7 draftsmanship.

8 **a. Headings.** The headings within this Agreement appear for convenience of
9 reference only and shall have no effect upon the construction or interpretation of any part of this
10 Agreement.

11 **b. Invalidity of Any Provision.** Before declaring any provision of this
12 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent so as to render all provisions of this Agreement enforceable.

14 **12. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform
15 such acts and to execute and to deliver such documents as are reasonably necessary to carry out
16 this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid
17 unnecessary Administrative Costs.

18 **13. Acknowledgement that the Settlement is Fair and Reasonable.** The Parties
19 believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived
20 at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
21 considering all relevant factors, present and potential. The Parties further acknowledge that they
22 are each represented by competent counsel and that they have had an opportunity to consult with
23 their counsel regarding the fairness and reasonableness of this Settlement.

24 **14. No Prior Assignments or Undisclosed Liens.** The Class Representatives and
25 Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed
26 of any Released Claim or claim to attorneys' fees and costs award to be paid under this Agreement.
27 The Class Representatives and the Class Counsel further represent and warrant that there are not
28 any liens or claims against any amount that Defendant is to pay under this Agreement.

1 **15. Waiver of Right to Request Exclusion by Class Representatives.** The Class
2 Representatives, by signing this Agreement, agree not to request exclusion from the Settlement.
3 The Class Representatives, by signing this Agreement, further represent that they have no
4 objection to the terms of the Agreement and believe the terms to be fair, reasonable and adequate.

5 **16. Interim Stay of the Action.** Pending completion of all of the prerequisites
6 necessary to effectuate this Settlement, the Parties agree, subject to Court's approval, to a stay of
7 all proceedings in the Action except such as are necessary to effectuate the Settlement.

8 **17. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
9 implementation of this Agreement as well as any matter arising out of, or related to, the
10 implementation of this Agreement. The Court shall not have jurisdiction to modify the terms of
11 this Agreement without the consent of all Parties.

12 **18. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall first
13 attempt to resolve the dispute informally through good faith negotiations, and, if those efforts are
14 unsuccessful, they agree to mediate any such dispute with mediator Steven Serratore. The Parties
15 will split the costs of the mediator, and all parties will bear their own fees and costs. If mediation
16 of any such dispute fails, such dispute shall be finally resolved by the Court.

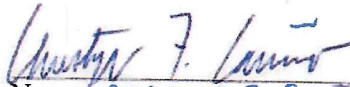
17 **19. Governing Law.** All terms of this Agreement shall be governed by and interpreted
18 according to California law.

19 **20. Binding on Successors and Assigns.** This Agreement will be binding upon, and
20 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

21 **21. Confidentiality.** The Parties and their counsel agree to keep the terms of the
22 Agreement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,
23 Class Counsel, and Defendant and its counsel agree that they will not issue any press releases,
24 initiate any contact with the press, respond to any press inquiry, post on any internet website or
25 have any communication with the press about the Action and/or the fact, amount or terms of the
26 Agreement prior to the filing of Plaintiffs' Motion for Preliminary Approval.

27 **H. Signatures. IN WITNESS WHEREOF,** the Parties hereto knowingly and voluntarily
28 executed this Agreement as of the dates set forth below:

1
2 DATED: MAY 28, 2025


Name: CHRISTOPHER F. CARINO
Position: VICE PRESIDENT, LEGAL SERVICES
On behalf of Defendant

3
4
5
6
7
8 DATED: 23 may 2025, 2025

Jorge Alberto Argueta

Plaintiff Jorge Argueta Gonzalez

9
10
11 DATED: May 22, 2025, 2025



Plaintiff Victor Garay

12
13
14
15 DATED: May 22, 2025



Arlo Uriarte
Putative Class Counsel
Liberation Law Group, P.C.

16
17
18
19 Approved as to form

20 DATED: May 28, 2025



Michael Wilbur
Counsel for Defendant

21
22
23
24 [END OF DOCUMENT]

Document ID: ZZKJVXVQ

Arlo Uriarte (signrequest@liberationlawgroup.com)

Document name:

Argueta v Dent Wizard - Long Form Settlement Agreement (v5 FINAL).pdf

SHA256 security hash:

eea8cecb4088fcd92d5505988d35cb62aefd3a8b3fbdcbe0f51e3ddae231b5a

Sent on:

May 22, 2025, 4:39 p.m. (UTC)

From:

SignRequest <no-reply@signrequest.com> on behalf of (signrequest@liberationlawgroup.com)

To:

jorgeargueta1992@gmail.com, victorgaray17@icloud.com

Subject:

Arlo Uriarte (signrequest@liberationlawgroup.com) has sent you a SignRequest

Message:

Please sign this document.

Kind regards,

Arlo Uriarte (signrequest@liberationlawgroup.com)

IP address:

170.81.33.82

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/136.0.0.0 Safari/537.36

Arlo Uriarte (signrequest@liberationlawgroup.com)

Email address verification:

Verified by SignRequest

jorgeargueta1992@gmail.com

Email address verification:

Verified by SignRequest

Text added, page 21:

23 may 2025

Signature added, page 21:

Jorge Alberto Argueta Gonzalez

IP address:

108.214.102.18

User agent:

Mozilla/5.0 (iPhone; CPU iPhone OS 18_5_0 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) GSA/368.0.756386193 Mobile/15E148 Safari/604.1

Document signed:

May 23, 2025, 11:03 p.m. (UTC)

victorgaray17@icloud.com

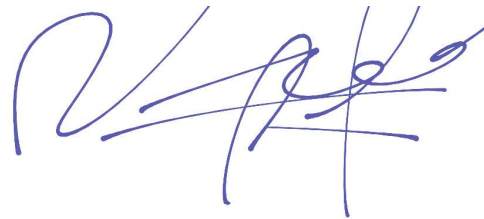
Email address verification:

Verified by SignRequest

Text added, page 21:

May 22, 2025

Signature added, page 21:



IP address:

12.179.94.146

User agent:

Mozilla/5.0 (iPhone; CPU iPhone OS 18_5 like Mac OS X)
AppleWebKit/605.1.15 (KHTML, like Gecko) Version/18.5
Mobile/15E148 Safari/604.1

Document signed:

May 22, 2025, 7:08 p.m. (UTC)

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Attorneys for Plaintiffs

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
UNLIMITED JURISDICTION**

Jorge Argueta Gonzalez and Victor Garay,
Plaintiffs,
vs.

Dent Wizard International Corporation; and
DOES 1 through 50, inclusive,
Defendants.

Case No. 21CV001529

**EXHIBIT “2” DECLARATION OF ARLO
GARCIA URIARTE IN SUPPORT OF
PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Reservation ID: 661152252175
Hearing Date: July 1, 2025
Hearing Time: 10:00 a.m.
Judge: Hon. Michael Markman
Dept.: 23
Action Filed: November 2, 2021

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ALAMEDA
Gonzalez, et al. v. Dent Wizard International Corporation, Case No. 21CV001529

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

DID YOU WORK FOR DENT WIZARD, IN CALIFORNIA, AS AN HOURLY-PAID EMPLOYEE AT ANY POINT FROM NOVEMBER 2, 2017, THROUGH [INSERT PRELIM APPROVAL DATE]?

IF YES, YOU ARE LIKELY ENTITLED TO A SHARE OF THIS PROPOSED SETTLEMENT.

- A proposed class action settlement (“the Settlement”) has been reached between Jorge Argueta Gonzalez and Victor Garay (hereinafter “Plaintiffs”) and Dent Wizard International, LLC, which is the same entity formerly known as Dent Wizard International Corporation (hereinafter “Defendant”) (collectively “the Parties”).
- The Settlement resolves a putative class and representative action brought by Plaintiffs in which they allege that Defendant failed to: (1) pay all hours worked; (2) provide all required overtime compensation; (3) provide compliant meal periods; (4) authorize and permit compliant rest periods; (5) provide accurate itemized wage statements; and (6) timely pay wages upon separation of employment. Plaintiffs’ representative action was brought under the California Private Attorneys General Act, Cal. Labor Code section 2698 et seq. Plaintiffs also contend that these alleged violations resulted in unfair business practices under California Business and Professions Code section 17200 et seq.
- Defendant has denied, and continues to deny, the factual allegations and legal claims asserted by Plaintiffs. Defendant does not admit to liability on any of the claims alleged in the lawsuit or that the case is appropriate for class or representative treatment.
- After extensive negotiations, the Parties reached this proposed settlement in light of all known facts and circumstances, including the various risks and uncertainties associated with continued litigation.
- The Settlement calls for eligible employees to receive individual class settlement payments based on total workweeks worked during the time period of November 2, 2017, through [insert prelim approval date] (hereinafter the “Class Period”).
- The Settlement also provides PAGA payments to eligible employees based on total pay periods worked between August 29, 2020, through [insert prelim approval date] (hereinafter the “PAGA Period”).
- Your projected individual settlement payment is [insert projected settlement payment] based on [insert workweeks in Class Period]. Your projected PAGA payment is [insert projected PAGA Payment] based on [insert workweeks in PAGA Period]. If you feel the above projections are inaccurate, please follow the instructions shown in section 6 below to file a dispute with the Settlement Administrator.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

DO NOTHING

You are not required to do anything to receive your individual settlement payment or your PAGA payment (if eligible). Subject to the Court’s Final Approval of the settlement, your settlement payment will be mailed to the same address where this Notice was sent—unless you timely provide a different address to the Settlement Administrator. In exchange for the payment, you will release the claims described in Section 7 below. Please notify the Settlement Administrator if your mailing address changes.

EXCLUDE YOURSELF	You may exclude yourself or “opt out” of the class portion of this settlement by following the instructions in Section 10 below. The deadline to opt out is [insert 45-day deadline]. If you submit a valid and timely Request for Exclusion, you will not receive a class settlement payment, and you will not be bound by the class release in Section 7. However, California law does not permit you to opt out of the portion of the Settlement that resolves claims under the Private Attorneys General Act (PAGA), and you will still receive a PAGA payment if you are eligible.
OBJECT	If you wish to object to the settlement, you must submit a written Notice of Objection along with any supporting documents to the Settlement Administrator. See Section 12 below for instructions. Your objection must be postmarked, e-mailed, or faxed no later than [insert 45-day deadline].

- The above rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant Final Approval of the settlement. Thus far, the Court has granted Preliminary Approval, indicating that the settlement is within the range of reasonableness. Settlement payments will only be issued if the Court grants Final Approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator, Class Counsel, or Defendant’s counsel, whose contact information is provided in this notice. You may also access additional information by visiting this website: [insert URL for settlement website managed by settlement administrator].

IMPORTANT POINTS ABOUT THE SETTLEMENT

1. Why did I get this notice?

Defendant’s records show that you worked for Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation) as a non-exempt, hourly employee in California at some point during the Class Period. This Notice Form explains Plaintiffs’ lawsuit, the Settlement, and your legal rights.

2. What is the lawsuit about?

The lawsuit is known as *Jorge Argueta Gonzalez, et al. v. Dent Wizard International, LLC*, and is pending in the Superior Court of California for the County of Alameda, Case No. 21CV001529. Plaintiffs have sued Defendant based on the following alleged causes of action: (1) failure to pay all hours worked; (2) failure to provide all required overtime compensation; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) civil penalties pursuant to the Private Attorneys General Act (Labor Code §§ 2698, et seq.); and (8) unfair competition in violation of Cal. Business and Professions Code §§ 17200, et seq.

Causes of action five through eight are derivative of causes of action one through four. Causes of action one through four are based on two primary allegations: (1) that Defendant failed to compensate certain employees for pre- and post-shift work such as loading/unloading equipment, preparing tools, and performing end-of-day duties; and (2) that Defendant failed to authorize and permit or provide compliant meal and rest periods.

Defendant denies all of Plaintiffs’ allegations and denies that it violated the law in any way. The Court has not decided whether there is any merit to Plaintiffs’ claims. However, after extensive negotiations, the Parties have agreed to settle the matter. The mutually agreed upon Settlement has been proposed to the Court, and the Court has granted preliminary approval. Plaintiffs will next move for final approval of the Settlement.

3. Why is this lawsuit a class action?

In a class action, one or more people called the “plaintiff” sues on behalf of other people who said plaintiff(s) alleges have similar claims. All of these people are part of a putative “class” and are referred to as putative “class members.” If the Court certifies the putative class, the Court resolves the issues for all class members, except for those who exclude themselves from the class. On [insert grant of preliminary approval date], the Court issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Settlement Class Members” means all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the Class Period, November 2, 2017, through [insert preliminary approval date].

5. Why is there a settlement?

After conducting substantial discovery—including reviewing time and pay records, policies, and putative class member declarations—both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of Plaintiffs’ allegations and contends that it has at all times complied with applicable laws. Plaintiffs and their lawyers believe that the Settlement represents a strong and fair recovery for the class, and is in the best interest of all Settlement Class Members.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a “Gross Settlement Amount” of \$1,925,000. From that amount, deductions will be made subject to Court approval for the following:

- Attorneys’ Fees: Not to exceed 33.33% of the Gross Settlement Amount, or \$641,602.50.
- Attorneys’ Costs: Not to exceed \$40,000 (projected actual costs are approximately \$16,000).
- Class Representative Service Awards: Up to \$10,000 each to Plaintiffs Jorge Argueta Gonzalez and Victor Garay, totaling \$20,000.
- PAGA Allocation: \$65,000, of which \$42,250 (65%) will be paid to the California Labor and Workforce Development Agency (LWDA) and \$22,750 (35%) will be distributed to employees who worked during the PAGA Period, regardless of whether they exclude themselves from the class settlement.
- Settlement Administration Costs: Not to exceed \$14,500, payable to CPT Group, Inc.

The remaining funds—known as the “Net Settlement Fund”—will be distributed to all Settlement Class Members who do not opt out of the settlement (“Participating Settlement Class Members”).

Individual Settlement Payment:

The Settlement Administrator will calculate the total number of workweeks worked by each Participating Settlement Class Member during the Class Period, from November 2, 2017, through [insert prelim approval date]. Any partial workweek will be rounded up to a full workweek. Each Participating Settlement Class Member’s share of the Net Settlement Fund will be determined using the following formula:

- $\text{Estimated Individual Settlement Payment} = (\text{Individual Workweeks} \div \text{Total Class Workweeks}) \times \text{Net Settlement Fund}$

For tax purposes, 10% of each Individual Settlement Payment will be reported as wages on an IRS Form W-2 and will be subject to standard payroll tax withholdings. The remaining 90% will be reported as non-wage penalties and interest on an IRS Form 1099. Defendant will pay the employer’s share of payroll taxes separately, in addition to the Gross Settlement Amount. Recipients are responsible for correctly characterizing all

settlement payments for tax purposes and should consult with a tax advisor regarding any questions about personal tax obligations.

Your estimated settlement payment is [Estimated Payment], which is based on your total individual workweeks: [Workweeks].

If you believe your workweek count is incorrect, you must submit a written dispute to the Settlement Administrator no later than [insert 45-day deadline], via mail, fax, or e-mail:

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

Your dispute must include: (a) your full name, signature, address, and telephone number; (b) the number of workweeks you believe to be accurate; and (c) any supporting documentation. The Settlement Administrator will review and resolve all disputes, and its determination will be final and binding.

PAGA Settlement Payment

The \$22,750 portion of the PAGA Allocation will be distributed to all Settlement Class Members who worked during the PAGA Period—from August 29, 2020, through [insert prelim approval date]—regardless of whether they opt out of the class settlement. **California law does not allow individuals to opt out of or object to the PAGA portion of a settlement.** PAGA payments will be reported as non-wage penalties on IRS Form 1099. Recipients are responsible for any applicable taxes.

7. What am I giving up in exchange for the class action settlement benefits?

If you do not opt out of the settlement, you will release Dent Wizard International, LLC (formerly Dent Wizard International Corporation) and its current, former, and future parents, affiliates, subsidiaries, owners, predecessors, successors, officers, directors, employees, contractors, agents, insurers, benefit plans, and assigns from all claims under state, federal (including, but not limited to, the Fair Labor Standards Act), or local law, arising out of the claims expressly pleaded in the Action, LWDA Letter, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, arising from, related to, or that could have been asserted based on the facts pleaded in the Action for: (1) Failure to Pay all Wages, (2) Failure to Pay Overtime Compensation, (3) Meal Period Violations, (4) Rest Period Violations, (5) Wage Statement Violations, (6) Waiting Time Penalties, (7) PAGA and (8) Unfair Competition in Violation of California Business and Professions Code §§17200, et seq. ("Released Claims"). The release shall only apply to the Class Period, *i.e.*, November 2, 2017, through [insert prelim approval date].

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

You do not need to take any action to receive your payment. If you do not opt out, and the Court grants Final Approval of the settlement, a check will be mailed to the address on file with the Settlement Administrator.

9. When will I get my check?

Checks will be mailed to Participating Settlement Class Members eligible to receive benefits under the Settlement after the Court grants Final Approval of the Settlement and the timing for distribution is met. This will likely occur December 2025 but it may also occur earlier or later. Please also be advised that you will only have 180 days from the date that the checks are issued to cash them. If you do not cash your check within 180 days of the date of its issuance, your Individual Settlement Payment shall be voided.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must send a written Request for Exclusion to the Settlement Administrator to “opt out” of the Settlement. Your written Request for Exclusion may be mailed, faxed, or e-mailed to the Settlement Administrator. It must include your full name, current mailing address, telephone number, and the last four digits of your Social Security number (if assigned to you).

Your Request for Exclusion must be postmarked, faxed, or e-mailed no later than [insert date 45 days from mailing]. Any request that is late or incomplete may be deemed invalid. If there is a dispute about the validity or timeliness of your request, the Settlement Administrator will make a final decision after consulting with Class Counsel and Defense Counsel.

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

11. If I exclude myself, can I get anything from the Settlement?

If you exclude yourself from the Settlement, you will not receive an individual settlement payment. However, you may still receive a PAGA payment. **Under California law, there is no statutory right to opt out of or object to a settlement of PAGA claims.** Therefore, your exclusion will apply only to the class action claims and will have no effect on your eligibility to receive a PAGA payment.

OBJECTING TO THE SETTLEMENT

12. How do I object to the Settlement?

You may object to the Settlement by submitting a written statement to the Settlement Administrator. Your objection must include:

- The name of the case and case number: “*Gonzalez, et al. v. Dent Wizard International, LLC*, Case No. 21CV001529”
- Your full name, current mailing address, and the last four digits of your Social Security number (if assigned)
- A clear explanation of your objection, including whether it applies only to you, to a group, or to the entire class

Please note: you may not object and exclude yourself at the same time. If you submit a valid exclusion request, your objection will not be considered.

Your written objection must be postmarked, faxed, or e-mailed no later than [insert date 45 days from notice mailing] and sent to:

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

13. What is the difference between objecting and asking to be excluded?

Objecting means telling the Court you disagree with some part of the Settlement but still wish to be part of it. If you object, you may still receive a payment if the Settlement is approved. Excluding yourself means removing yourself entirely from the class portion of the Settlement—you won’t receive a class payment and you can’t object. You cannot do both. However, even if you exclude yourself, you will still receive a PAGA payment if eligible.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you will automatically receive a payment under the Settlement and you will give up your

right to sue Defendant for the claims resolved by the Settlement, subject to the Court’s final approval.

THE COURT’S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [insert date and time] in Department 23 of the Superior Court of California, County of Alameda, located at 1221 Oak Street, Oakland, CA 94612. The date or time may change without further notice, so you should check the settlement website for updates.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable. The Court will also consider any objections. Only those who submit timely objections and request to speak may be heard. The Court will then decide whether to grant Final Approval. The decision may be issued at or after the hearing.

If the Court grants Final Approval, the signed Final Judgment and related documents will be posted at: [insert settlement website] for at least 90 days.

16. Do I have to come to the hearing?

No. Class Counsel will appear on your behalf. You may attend at your own expense, but it is not required. If you mailed a written objection, the Court will consider it. You may also hire your own attorney at your own expense, but you do not need one.

GETTING MORE INFORMATION

17. How do I get more information?

This Notice summarizes the terms of the settlement. For more detailed information, you may contact the Settlement Administrator at [Phone Number] or visit the settlement website at [insert URL]. You may also access the public docket for this case, including all relevant filings and Court orders, by visiting the Alameda County Superior Court’s DomainWeb portal at <https://eportal.alameda.courts.ca.gov> and entering the case number 21CV001529.

All inquiries regarding this Notice or the Settlement should be directed to the Settlement Administrator. You may also contact Class Counsel or Counsel for Defendant:

Class Counsel

ARLO GARCIA URIARTE, ESQ.
arlo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
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Counsel for Defendant

Michael Wilbur
mwilbur@apexemploymentlaw.com
APEX EMPLOYMENT LAW, LLP
1970 Broadway, Suite 850
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Tel: (510) 588-1310

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.

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Attorneys for Plaintiffs

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
UNLIMITED JURISDICTION

Jorge Argueta Gonzalez and Victor Garay,
Plaintiffs,

vs.

Dent Wizard International Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV001529

**EXHIBIT “3” DECLARATION OF ARLO
GARCIA URIARTE IN SUPPORT OF
PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Reservation ID: 661152252175
Hearing Date: July 1, 2025
Hearing Time: 10:00 a.m.
Judge: Hon. Michael Markman
Dept.: 23
Action Filed: November 2, 2021

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Attorney for PLAINTIFFS
Jorge Argueta Gonzalez & Victor Garay

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JORGE ARGUETA GONZALEZ; and
VICTOR GARAY,

Plaintiffs,

v.

DENT WIZARD INTERNATIONAL
CORPORATION and DOES 1 through 50,
inclusive.

Defendants.

Case No.: 21CV001529

**PLAINTIFF JORGE ARGUETA
GONZALEZ'S DECLARATION IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1
2 I, Jorge Argueta Gonzalez, have personal knowledge of the matters stated herein, and if
3 called upon as a witness, I could competently testify as follows:

4 1. I submit this declaration to provide additional details regarding my role as a
5 putative class representative in this matter. I believe I am an adequate class representative, and
6 my claims and allegations are common and typical of those shared by the putative class.

7 2. I was employed by Defendant from approximately March 2018 through January
8 22, 2021, as a paint technician. Before filing the complaint, I met with my lead attorney, Arlo
9 Uriarte, and his legal team at Liberation Law Group, P.C. ("LLG"), where I described specific
10 issues I experienced at work through multiple interviews. During these discussions, I detailed my
11 working conditions, typical schedule, and daily job duties. I specifically explained how Defendant
12 did not properly track all my hours worked, resulting in unpaid wages. I also described problems
13 relating to Defendant's failure to consistently provide proper meal and rest breaks.

14 3. During these interviews with the LLG team, I emphasized that these problems
15 were not unique to me. I observed my coworkers, such as fellow paint technicians, mechanics,
16 and other repair employees, facing similar wage and hour issues.

17 4. After our initial discussions, Mr. Uriarte recommended filing a class action lawsuit
18 to address these widespread issues and assist not only me but also my fellow coworkers. He asked
19 if I would be willing to serve as a class representative alongside Victor Garay, clearly explaining
20 the duties and responsibilities associated with this role. He also asked whether I had any potential
21 conflicts of interest with my former coworkers, and I indicated that, to the best of my knowledge,
22 I did not. Understanding the responsibilities involved, I agreed to proceed as a class
23 representative, as I believed a class action and a representative action under PAGA were the
24 appropriate methods to achieve justice for myself and other similarly situated employees.

25 5. Prior to filing the complaint, I assisted the legal team extensively by providing
26 detailed information about my employment experience, identifying and contacting former
27 coworkers, and gathering relevant employment documents.
28

6. After filing the complaint, I actively participated in the discovery process, including answering interrogatories and regularly meeting with the LLG legal team. When the opportunity for mediation arose, I worked closely with the legal team to prepare thoroughly for the session. Unfortunately, we did not reach a complete settlement during the initial mediation, but we continued our efforts and scheduled a second mediation session.

7. Before the second mediation session, I continued assisting the legal team by providing additional contact information for other employees so they could share their employment experiences with the legal team. I attended the second mediation session, participated actively in discussions, and supported our legal team's negotiation efforts.

8. Throughout this entire process, attorney Arlo Uriarte and the LLG team have maintained open and clear communication, including frequent phone calls and meetings, ensuring I understood each stage of the litigation. As a result of these efforts, I firmly believe we have reached a fair and beneficial settlement that properly addresses the needs of the settlement class.

I declare under penalty of perjury under California Law that the foregoing is true and correct. Executed on the date June 6, 2025, in Richmond, California.

/Signed/
Jorge Argueta Gonzalez

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Attorney for PLAINTIFFS
Jorge Argueta Gonzalez & Victor Garay

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JORGE ARGUETA GONZALEZ; and
VICTOR GARAY,

Plaintiffs,

v.

DENT WIZARD INTERNATIONAL
CORPORATION and DOES 1 through 50,
inclusive.

Defendants.

Case No.: 21CV001529

**PLAINTIFF JORGE ARGUETA
GONZALEZ'S DECLARATION IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Yo, Jorge, tengo conocimiento personal de los hechos aquí expuestos y, si fuera llamado como testigo, podría testificar de manera competente como sigue:

1. Presento esta declaración para proporcionar detalles adicionales sobre mi papel como representante de la clase propuesta en este asunto. Considero que soy un representante adecuado de la clase, y mis reclamaciones y alegaciones son comunes y típicas de las compartidas por la clase propuesta.

2. Fui empleado por el Demandado desde aproximadamente marzo de 2018 hasta el 22 de enero de 2021, como técnico en pintura. Antes de presentar la demanda, me reuní con mi abogado principal, Arlo Uriarte, y su equipo legal en Liberation Law Group, P.C. ("LLG"), donde describí los problemas específicos que experimenté en el trabajo durante varias entrevistas. Durante estas conversaciones, detallé mis condiciones laborales, mi horario típico y mis deberes diarios. Explicué específicamente cómo el Demandado no registraba adecuadamente todas mis horas trabajadas, lo que resultaba en salarios no pagados. También describí problemas relacionados con la falta de descansos adecuados para comidas y pausas.

3. Durante estas entrevistas con el equipo de LLG, destaqué que estos problemas no eran únicos para mí. Observé que mis compañeros de trabajo, como otros técnicos de pintura, mecánicos y empleados de reparación, enfrentaban problemas similares relacionados con salarios y horas de trabajo.

4. Después de nuestras conversaciones iniciales, el Sr. Uriarte recomendó presentar una demanda colectiva para abordar estos problemas generalizados y ayudar no solo a mí, sino también a mis compañeros de trabajo. Me preguntó si estaría dispuesto a actuar como representante de la clase junto a Víctor Garay, explicando claramente las obligaciones y responsabilidades asociadas con este rol. También me preguntó si tenía algún posible conflicto de interés con mis excompañeros de trabajo, y le indiqué que, hasta donde sé, no tengo ninguno. Comprendiendo las responsabilidades involucradas, acepté participar como representante de la clase, ya que creí que una demanda colectiva y una acción representativa bajo PAGA eran los métodos adecuados para lograr justicia para mí y otros empleados en situaciones similares.

5. Antes de presentar la demanda, ayudé ampliamente al equipo legal proporcionando información detallada sobre mi experiencia laboral, identificando y contactando a excompañeros de trabajo, y recopilando documentos laborales relevantes.

6. Después de presentar la demanda, participé activamente en el proceso de descubrimiento, incluyendo la respuesta a interrogatorios y reuniones frecuentes con el equipo legal de LLG. Cuando surgió la oportunidad de mediación, trabajé de cerca con el equipo legal para prepararnos adecuadamente para la sesión. Desafortunadamente, no logramos un acuerdo completo durante la primera mediación, pero continuamos nuestros esfuerzos y programamos una segunda sesión de mediación.

7. Antes de la segunda mediación, seguí asistiendo al equipo legal proporcionando información adicional de contacto de otros empleados para que pudieran compartir sus experiencias laborales con el equipo legal. Asistí a la segunda sesión de mediación, participé activamente en las discusiones y apoyé los esfuerzos de negociación de nuestro equipo legal.

8. Durante todo este proceso, el abogado Arlo Uriarte y el equipo de LLG han mantenido una comunicación abierta y clara, incluyendo llamadas telefónicas y reuniones frecuentes, asegurándose de que comprendiera cada etapa del litigio. Como resultado de estos esfuerzos, creo firmemente que hemos alcanzado un acuerdo justo y beneficioso que aborda adecuadamente las necesidades de los miembros del acuerdo.

Declaro bajo pena de perjurio bajo la Ley de California que lo mencionado es verdadero y correcto. Ejecutado en fecha 6 jun 2025, en Richmond, California.

Jorge Alberto Arqueta Gonzalez

Jorge Argueta Gonzalez

Document ID: ZZKY66QJ

Liberation Law Group P.C. - Arlo Uriarte (signrequest@liberationlawgroup.com)

Document name: Declaration Jorge Argueta v2 SPA.pdf
SHA256 security hash: 40647353bf2ad8a9f7df3d0f3161a6ef873017ae9bcc2eadb3c38212076d9b5f

Sent on: June 5, 2025, 3:48 p.m. (UTC)

From: SignRequest <no-reply@signrequest.com> on behalf of (signrequest@liberationlawgroup.com)

To: jorgeargueta1992@gmail.com

Subject: Liberation Law Group P.C. - Arlo Uriarte (signrequest@liberationlawgroup.com) has sent you a SignRequest

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Kind regards,

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Text added, page 3: Richmond

Text added, page 3: 6 jun 2025

Signature added, page 3:

Jorge Alberto Argueta Gonzalez

IP address: 174.238.5.61

User agent: Mozilla/5.0 (iPhone; CPU iPhone OS 18_5_0 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) GSA/371.0.763199552 Mobile/15E148 Safari/604.1

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Attorney for PLAINTIFFS
Jorge Argueta Gonzalez & Victor Garay

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JORGE ARGUETA GONZALEZ; and
VICTOR GARAY,

Plaintiffs,

v.

DENT WIZARD INTERNATIONAL
CORPORATION and DOES 1 through 50,
inclusive.

Defendants.

Case No.: 21CV001529

**PLAINTIFF VICTOR GARAY'S
DECLARATION IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT.**

1 I, Victor Garay, have personal knowledge of the matters herein mentioned and if called
2 upon as a witness I would competently testify as follows:

3 1. I submit this declaration to provide additional information regarding my role and
4 participation as a putative class representative in this litigation. I believe I am an appropriate
5 representative, and my experiences and claims align closely with those of the putative class
6 members.

7 2. Prior to initiating this lawsuit, I met with attorney Arlo Uriarte and the legal team
8 at Liberation Law Group, P.C. ("LLG"). During several detailed interviews, I explained my
9 employment with Defendant, which spanned from approximately October 2018 to December
10 2020, during which I worked as a paint technician. I described in detail the nature of my duties,
11 my typical work schedule, and the working conditions I experienced. Specifically, I informed the
12 legal team about Defendant's failure to accurately track all my working hours, resulting in unpaid
13 wages, and its routine failure to provide proper meal and rest breaks as required by California
14 law.

15 3. During these meetings, I emphasized that the wage-and-hour issues I experienced
16 were common throughout the workplace. I personally observed coworkers, including other paint
17 technicians, mechanics, and repair personnel, encountering similar issues concerning unpaid
18 hours and missed breaks.

19 4. After carefully discussing these issues, attorney Arlo Uriarte recommended that
20 we pursue these claims through a class action lawsuit, aiming to benefit not only me but also
21 numerous similarly situated employees. Mr. Uriarte asked if I would be willing to serve as a class
22 representative together with Jorge Argueta Gonzalez and fully explained the responsibilities and
23 expectations involved in such a role. I was also asked about any potential conflicts of interest with
24 coworkers and confirmed that, to my knowledge, none existed. I agreed to act as a class
25 representative because I believed pursuing a class action, along with a representative claim under
26 PAGA, was the most effective way to seek justice for myself and other employees affected by
27 Defendant's practices.
28

5. Before filing the complaint, I actively assisted the legal team by providing comprehensive details about my employment, locating and identifying former coworkers who could corroborate my experiences, and gathering documents relevant to our claims. After the lawsuit was filed, I continued my active participation by responding to discovery requests, including answering interrogatories, and frequently meeting with the LLG team to discuss case developments and strategy.

6. When mediation was proposed, I worked closely with our attorneys to prepare extensively for this important event. Although the initial mediation session did not result in a settlement, we remained persistent and scheduled a second mediation session. For the second mediation, I assisted by providing additional employee contact information to help the legal team collect further supporting evidence and attended the mediation personally, actively participating and supporting our negotiation efforts.

7. Throughout the entirety of this lawsuit, attorney Arlo Uriarte and his legal team have maintained regular communication with me, including frequent phone calls and meetings. They have consistently provided clear explanations regarding the various stages of litigation. Based on these experiences, I strongly believe that we have now achieved a fair and beneficial settlement that effectively addresses the interests and needs of the settlement class members.

I declare under penalty of perjury under California Law that the foregoing is true and correct. Executed on the date June 6, 2025, in San Francisco , California.

/SIGNED/
Victor Garay

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Attorney for PLAINTIFFS
Jorge Argueta Gonzalez & Victor Garay

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JORGE ARGUETA GONZALEZ; and
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DENT WIZARD INTERNATIONAL
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inclusive.

Defendants.

Case No.: 21CV001529

**PLAINTIFF VICTOR GARAY'S
DECLARATION IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT.**

Yo, Victor Garay, tengo conocimiento personal de los asuntos aquí mencionados y, si fuera llamado como testigo, podría testificar de manera competente como sigue:

1. Presento esta declaración para proporcionar información adicional respecto a mi papel y participación como representante de la clase propuesta en este litigio. Considero que soy un representante adecuado, y mis experiencias y reclamaciones se alinean estrechamente con las de los miembros de la clase propuesta.

2. Antes de iniciar esta demanda, me reuní con el abogado Arlo Uriarte y el equipo legal de Liberation Law Group, P.C. ("LLG"). Durante varias entrevistas detalladas, expliqué mi relación laboral con el Demandado, la cual se extendió aproximadamente desde octubre de 2018 hasta diciembre de 2020, período durante el cual trabajé como técnico en pintura. Describí en detalle la naturaleza de mis funciones, mi horario de trabajo habitual y las condiciones laborales que experimenté. Específicamente, informé al equipo legal sobre el hecho de que el Demandado no registraba con precisión todas mis horas trabajadas, lo que resultaba en salarios no pagados, así como su práctica habitual de no proporcionar adecuadamente los descansos para comidas y pausas requeridos por la ley de California.

3. Durante estas reuniones, enfatizé que los problemas de salarios y horarios que experimenté eran comunes en el lugar de trabajo. Observé personalmente que mis compañeros de trabajo, incluidos otros técnicos de pintura, mecánicos y personal de reparación, enfrentaban problemas similares relacionados con horas no pagadas y descansos omitidos.

4. Después de discutir cuidadosamente estos problemas, el abogado Arlo Uriarte recomendó que presentáramos estas reclamaciones mediante una demanda colectiva, con el objetivo de beneficiar no solo a mí, sino también a numerosos empleados en situaciones similares. El Sr. Uriarte me preguntó si estaría dispuesto a actuar como representante de la clase junto a Jorge Argueta González, y me explicó detalladamente las responsabilidades y expectativas asociadas a ese rol. También me preguntó si existía algún posible conflicto de interés con mis compañeros de trabajo, y confirmé que, hasta donde sé, no existía ninguno. Acepté actuar como representante de la clase porque creí que una demanda colectiva, junto con una acción representativa bajo PAGA, era la forma más eficaz de buscar justicia para mí y para otros empleados afectados por las prácticas del Demandado.

1
2 5. Antes de presentar la demanda, asistí activamente al equipo legal proporcionando
3 información detallada sobre mi empleo, localizando e identificando a excompañeros de trabajo
4 que pudieran corroborar mis experiencias, y recopilando documentos relevantes para nuestras
5 reclamaciones. Después de presentar la demanda, continué participando activamente
6 respondiendo solicitudes de descubrimiento, incluyendo respuestas a interrogatorios, y
7 reuniéndome con frecuencia con el equipo de LLG para discutir avances del caso y estrategias.

8 6. Cuando se propuso la mediación, trabajé estrechamente con nuestros abogados
9 para prepararnos a fondo para este evento importante. Aunque la primera sesión de mediación no
10 resultó en un acuerdo, permanecemos persistentes y programamos una segunda sesión de
11 mediación. Para la segunda mediación, ayudé proporcionando información adicional de contacto
12 de empleados para que el equipo legal pudiera recopilar más evidencia de apoyo, y asistí
13 personalmente a la mediación, participando activamente y respaldando los esfuerzos de
14 negociación.

15 7. A lo largo de todo este litigio, el abogado Arlo Uriarte y su equipo legal han
16 mantenido una comunicación regular conmigo, incluyendo frecuentes llamadas telefónicas y
17 reuniones. Me han proporcionado explicaciones claras sobre las diferentes etapas del litigio. Con
18 base en estas experiencias, creo firmemente que ahora hemos alcanzado un acuerdo justo y
19 beneficioso que aborda eficazmente los intereses y necesidades de los miembros de la clase
20 beneficiaria del acuerdo.

21
22 Declaro bajo pena de perjurio bajo la Ley de California que lo mencionado es verdadero
23 y correcto. Ejecutado en fecha Jun 6, 2025, en San Francisco, California.

24
25 *Victor garay*

26 _____
27 Victor Garay
28

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Liberation Law Group P.C. - Arlo Uriarte (signrequest@liberationlawgroup.com)

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Kind regards,

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Text added, page 3: San Francisco

Text added, page 3: Jun 6, 2025

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