

Kane Moon (SBN 249834)
kane.moon@moonyanglaw.com
Lilit Tunyan (SBN 329351)
lilit.tunyan@moonyanglaw.com
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff ALEXANDER CABELLO

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

ALEXANDER CABELLO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

RANCHO CAR WASH, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants

Case No.: CVRI2103709

CLASS ACTION

[Hon. Harold W. Hopp, Department 10]

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint filed: August 17, 2021
Trial date: Not set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff ALEXANDER CABELLO (“Plaintiff”) and Defendant RANCHO CAR WASH, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Cabello v. Rancho Car Wash LLC*, Case No. CVRI2103709 initiated on August 17, 2021, pending in Superior Court of the State of California, County of Riverside.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount, subject to Court approval, for administering the Settlement, as set forth in Paragraph 3.2 below. The Administration Expenses Payment is currently estimate not to exceed \$20,000.00, in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons who worked for Defendant in California as an hourly paid, non-exempt employee during the PAGA Period.
- 1.5. “Class” or “Class Members” means all persons who worked for Defendant in California as an hourly paid, non-exempt employee during the Class Period.
- 1.6. “Class Counsel” means MOON & YANG, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to date, and all work to be performed and all costs to be incurred to prosecute the Action, in connection with obtaining the Court’s

1 approval of this Settlement, as well as any objections raised and any appeals
2 necessitated by those objections. Class Counsel shall be solely and legally responsible
3 for correctly characterizing this compensation for tax purposes and for paying any
4 taxes on the amounts received.

5 1.8. "Class Data" means Class Member identifying information that Defendant diligently and
6 in good faith will compile from its records and provide to the Administrator, including
7 the Class Member's name, last-known mailing address, Social Security number, dates of
8 employment, and such other information as is necessary for the Administrator to calculate
9 Class Period Workweeks and PAGA Pay Periods.

10 1.9. "Class Member" or "Settlement Class Member" means all current and former non-exempt
11 employees of Defendant within the State of California at any time during the Class Period.
12 A member of the Class is either a Participating Class Member or Non-Participating Class
13 Member (including a Non- Participating Class Member who qualifies as an Aggrieved
14 Employee).

15 1.10. "Class Member Address Search" means the Administrator's investigation and search for
16 current Class Member mailing addresses using all reasonably available sources, methods
17 and means including, but not limited to, the National Change of Address database, skip
18 traces, and direct contact by the Administrator with Class Members.

19 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
20 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
21 mailed to Class Members in English and Spanish in the form, without material variation,
22 attached as **Exhibit A** and incorporated by reference into this Agreement.

23 1.12. "Class Period" means the period from July 3, 2020 to November 14, 2022.

24 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action
25 seeking Court approval to serve as a Class Representative.

26 1.14. "Class Representative Service Payment" means the payment to the Class Representative
27 for initiating the Action and providing services in support of the Action, as set forth in
28 Paragraph 3.2.1.

- 1.15. "Court" means the Superior Court of California, County of Riverside.
- 1.16. "Defendant" means named Defendant RANCHO CAR WASH, LLC.
- 1.17. "Defense Counsel" means PETTIT KOHN INGRASSIA LUTZ & DOLIN PC.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22. "Gross Settlement Amount" means Two Hundred Ninety-Seven Thousand Five Hundred Dollars (\$297,500), subject to increase as provided in Paragraph 8 below, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. "Employer Taxes" means the employer's share of taxes and contributions in connection with the wages portion of Individual Class Payments, which shall be paid by Defendant.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of workweeks worked during

the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from July 3, 2020 to November 14, 2022.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *Et seq.*).

1.33. “PAGA Notice” means Plaintiff’s July 3, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a) and Plaintiff’s November 7, 2022 amended letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500) and the 75% to LWDA (\$22,500) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and

timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means ALEXANDER CABELLO, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means: Defendant and any of its past and present companies, subsidiaries, and divisions, and their shareholders, officers, directors, employees, partners, attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, accountants, auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion (per paragraph 7.5 below), from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

1 **2. RECITALS**

2 2.1. On August 17, 2021, Plaintiff commenced this Action by filing a Complaint
3 alleging causes of action against Defendant for: (1) Failure to Pay Minimum
4 Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay
5 Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to
6 Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize
7 and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Timely Pay
8 Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (6) Failure to Provide
9 Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (7) Failure to
10 Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; and (8)
11 Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On
12 September 10, 2021, Plaintiff filed a First Amended Complaint adding a cause of
13 action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]. As a condition
14 of a settlement, the parties agreed to stipulate to seek leave of the court to file Second
15 Amended Complaint to add claims for other violations of Labor Code Sections 96(k),
16 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2,
17 205, 205.5, 206, 206.5, 208, 209, 212, 213(d), 221, 222, 222.5, 223, 224, 226(a), 226.7,
18 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233,
19 234, 351, 353, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552,
20 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976,
21 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174(c) and (d), 1194, 1197,
22 1197.1, 1197.5, 1198, 1198.3(b), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294,
23 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391,
24 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
25 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
26 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2800,
27 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, 6311, and 6399.7. The Second
28 Amended Complaint will be the operative complaint in the Action (the “Operative
 Complaint.”). Defendant vigorously disputes the merits of the Action and denies all

liability or wrongdoing of any kind associated with the claims alleged in the Action or otherwise. Defendant contends, inter alia, that at all times it fully complied with all wage and hour laws, including all California Labor Code and Industrial Wage Orders, and all regulations applicable to Plaintiff and the Class Members in connection with the services performed for Defendant. In reaching this Settlement, Defendant has taken into consideration the potential expense and length of this Action should it proceed further. Nothing contained in this Agreement, nor any documents referred to herein, nor any action taken to carry out and/or consummate the Settlement is, or may be construed as, or may be used as, an admission of liability, culpability, negligence or wrongdoing by or against Defendant as to the merits or lack thereof of the claims being settled by this Agreement. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and Released Class and PAGA Claims.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice and Amended PAGA Notice.

2.3. On September 14, 2022, the Parties participated in an all-day mediation presided over by Steven Rottman, Esq. and reached an agreement to settle the Action.

2.4. Prior to mediation, the Parties obtained, through informal discovery, documents and information necessary to evaluate the claims in the Action, including pay and time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$297,500 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no

1 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
2 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
3 without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as
4 a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

5 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
6 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
7 Approval:

8 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not
9 more than \$ 5,000 in addition to any Individual Class Payment and any Individual PAGA Payment
10 the Class Representative is entitled to receive as a Participating Class Member. Defendant will not
11 oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this
12 amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses
13 Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no
14 later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class
15 Representative Service Payment less than the amount requested, the Administrator will retain the
16 remainder in the Net Settlement Amount. The Administrator will pay the Class Representative
17 Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for
18 employee taxes owed on the Class Representative Service Payment.

19 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3%, which is
20 currently estimated to be \$99,166.667 and a Class Counsel Litigation Expenses Payment of not
21 more than \$20,000.00. Defendant will not oppose requests for these payments provided that do not
22 exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
23 Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the
24 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
25 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
26 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to
27 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
28 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will

1 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS
2 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
3 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant
4 harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or
5 sharing of any of these Payments.

6 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$20,000.00
7 except for a showing of good cause and as approved by the Court. To the extent the
8 Administration Expenses are less or the Court approves payment less than \$20,000.00, the
9 Administrator will retain the remainder in the Net Settlement Amount. Phoenix Class Action
10 Administration Solutions has been selected as the Administrator, based upon its “not to exceed”
11 bid of \$ 7, 500.

12 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
13 dividing the Net Settlement Amount by the total number of Workweeks worked by all
14 Participating Class Members during the Class Period and (b) multiplying the result by each
15 Participating Class Member’s Workweeks.

16 3.2.4.1. Tax Allocation of Individual Class Payments. The 30 % of each
17 Participating Class Member’s Individual Class Payment will be allocated to
18 settlement of wage claims (the “Wage Portion”). The Wage Portions are
19 subject to tax withholding and will be reported on an IRS W-2 Form. The
20 70% of each Participating Class Member’s Individual Class Payment will
21 be allocated to settlement of claims for interest and penalties (the “Non-
22 Wage Portion”). The Non-Wage Portions are not subject to wage
23 withholdings and will be reported on IRS 1099 Forms. Participating Class
24 Members assume full responsibility and liability for any employee taxes
25 owed on their Individual Class Payment.

26 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
27 Class Payments. Non-Participating Class Members will not receive any
28 Individual Class Payments. The Administrator will retain amounts equal to

their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a diligent and good faith review of its records to date, Defendant estimates there are 129 Class Members who collectively worked a total of 5,348 Workweeks, and 129 of Aggrieved Employees who worked a total 5,348 of PAGA Pay Periods.

4.2. Class Data. No later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which

1 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
2 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
3 Class Data.

4 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount
5 within one year in twelve (12) equal monthly installment payments from the Effective Date. Defendant
6 shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
7 funds to the Administrator with each installment payment.

8 4.4. Payments from the Gross Settlement Amount. The Administrator shall mail checks no
9 later than fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount.

10 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
11 Individual PAGA Payments and send them to the Class Members via First Class
12 U.S. Mail, postage prepaid. The face of each check shall prominently state the
13 date when the check will be voided, which date shall be one hundred eighty (180)
14 days after the date of mailing. The Administrator will cancel all checks not cashed
15 by the void date. The Administrator will send checks for Individual Settlement
16 Payments to all Participating Class Members (including those for whom Class
17 Notice was returned undelivered). The Administrator will send checks for
18 Individual PAGA Payments to all Aggrieved Employees including Non-
19 Participating Class Members who qualify as Aggrieved Employees (including
20 those for whom Class Notice was returned undelivered). The Administrator may
21 send Participating Class Members a single check combining the Individual Class
22 Payment and the Individual PAGA Payment. Before mailing any checks, the
23 Settlement Administrator must update the recipients' mailing addresses using the
24 National Change of Address Database.

25 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
26 Members whose checks are returned undelivered without USPS forwarding
27 address. Within seven (7) days of receiving a returned check the Administrator
28 must re-mail checks to the USPS forwarding address provided or to an address

ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class and PAGA Claims he or she may have or had as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have

1 been asserted, whether in tort, contract, or for violation of any state or federal
2 statute, rule or regulation arising out of, relating to, or in connection with any act or
3 omission by or on the part of any of the Released Parties arising out of, based upon,
4 or relating to Class Representative's employment with Defendant or the
5 remuneration for or termination of such employment committed or omitted prior to
6 the execution of this Agreement. ("Plaintiff's Release.") Plaintiff's Release does
7 not extend to any claims or actions to enforce this Agreement, or to any claims for
8 vested benefits, unemployment benefits, disability benefits, social security benefits,
9 workers' compensation benefits that arose at any time. Plaintiff acknowledges that
10 Plaintiff may discover facts or law different from, or in addition to, the facts or law
11 that Plaintiff now knows or believes to be true but agrees, nonetheless, that
12 Plaintiff's Release shall be and remain effective in all respects, notwithstanding
13 such different or additional facts or Plaintiff's discovery of them.

14 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
15 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
16 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
17 reads:

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

21 5.2. Release by Participating Class Members Who Are Not Aggrieved Employees: All
22 Participating Class Members, on behalf of themselves and each of their heirs, representatives, successors,
23 assigns and attorneys, release Released Parties from all known and unknown claims, losses, damages,
24 liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or
25 suits which arise from the facts asserted in the Action, including, without limited to the foregoing, all
26 claims under the California Labor Code as alleged in the Action, including violations for meal periods, rest
27 periods, unpaid overtime and minimum wages, timely payment of wages, wage statements, waiting time
28 penalties, unreimbursed business expenses, penalties under the Private Attorneys General Act sections

2698, et seq., and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.) or other remuneration whether sought under statute, tort, contract or as an unfair business practice as well as claims under the California Labor Code sections 96(k), 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 212, 213(d), 221, 222, 222.5, 223, 224, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 351, 353, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 2699 (f) (2) 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2800, 2801, 2802. 2806, 2810, 2929(b), 3073.6, 6310, 6311, and 6399.7. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and each of their heirs, representatives, successors, assigns and attorneys, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the Amended PAGA Notice attached hereto as **Exhibit B.**

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendant's Declaration in Support of Preliminary Approval. Within fifteen (15) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed

1 Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential
2 conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall
3 aver that they are not aware of any other pending matter or action asserting claims that will be
4 extinguished or adversely affected by the Settlement.

5 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
6 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
7 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
8 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code §
9 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA
10 Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching
11 its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve;
12 competency; operative procedures for protecting the security of Class Data; amounts of insurance
13 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
14 potential conflicts of interest with Class Members; and the nature and extent of any financial relationship
15 with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
16 willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
17 interest with Class Members or the Administrator; (v) a signed declaration from each Class Counsel firm
18 attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all
19 necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint
20 (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)); and (vi) all facts relevant to any
21 actual or potential conflict of interest with Class Members, the Administrator. In their Declarations,
22 Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or
23 action asserting claims that will be extinguished or adversely affected by the Settlement.

24 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
25 for expeditiously finalizing and filing the Motion for Preliminary Approval no later than sixty (60) days
26 after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
27 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class
28 Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal

1 Service (“USPS”) mail, the Class Notice (in English and Spanish) substantially in
2 the form attached to this Agreement as **Exhibit A**. The first page of the Class
3 Notice shall prominently estimate the dollar amounts of any Individual Class
4 Payment and/or Individual PAGA Payment payable to the Class Member, and the
5 number of Workweeks and PAGA Pay Periods used to calculate these amounts.
6 Before mailing Class Notices, the Administrator shall update Class Member
7 addresses using the National Change of Address database.

8 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
9 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
10 Class Notice using any forwarding address provided by the USPS. If the USPS
11 does not provide a forwarding address, the Administrator shall conduct a Class
12 Member Address Search, and re-mail the Class Notice to the most current address
13 obtained. The Administrator has no obligation to make further attempts to locate
14 or send Class Notice to Class Members whose Class Notice is returned by the
15 USPS a second time.

16 7.4.4. The deadlines for Class Members’ written objections (per paragraph 7.7.2 below),
17 Challenges to Workweeks and/or Pay Periods (per paragraph 7.6 below), and
18 Requests for Exclusion (per paragraph 7.5 below), will be extended an additional
19 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class
20 Notice for all Class Members whose notice is re-mailed. The Administrator will
21 inform the Class Member of the extended deadline with the re-mailed Class
22 Notice.

23 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
24 discovers any persons who believe they should have been included in the Class
25 Data and should have received Class Notice, the Parties will expeditiously meet
26 and confer in person or by telephone, and in good faith in an effort to agree on
27 whether to include them as Class Members. If the Parties agree, such persons will
28 be Class Members entitled to the same rights as other Class Members, and the

1 Administrator will send, via email or overnight delivery, a Class Notice requiring
2 them to exercise options under this Agreement not later than fourteen (14) days
3 after receipt of Class Notice, or the deadline dates in the Class Notice, whichever
4 are later.

5 7.5. Requests for Exclusion (Opt-Outs).

6 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
7 must send the Administrator, by U.S. mail a signed written Request for Exclusion
8 not later than sixty (60) days after the Administrator mails the Class Notice or as
9 otherwise extended for re-mailed Class Notices as described herein. A Request for
10 Exclusion is a letter from a Class Member or his/her representative that reasonably
11 communicates the Class Member's election to be excluded from the Settlement and
12 includes the Class Member's name, address and email address or telephone
13 number. To be valid, a Request for Exclusion must be timely postmarked by the
14 Response Deadline, subject to extension for remailed Class Notices as described
15 herein.

16 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
17 fails to contain all the information specified in the Class Notice. The Administrator
18 shall accept any Request for Exclusion as valid if the Administrator can reasonably
19 ascertain the identity of the person as a Class Member and the Class Member's
20 desire to be excluded. The Administrator's determination shall be final and not
21 appealable or otherwise susceptible to challenge. If the Administrator has reason to
22 question the authenticity of a Request for Exclusion, the Administrator may
23 demand additional proof of the Class Member's identity. The Administrator's
24 determination of authenticity shall be final and not appealable or otherwise
25 susceptible to challenge.

26 7.5.3. Every Class Member who does not submit a timely and valid Request for
27 Exclusion is deemed to be a Participating Class Member under this Agreement,
28 entitled to all benefits and bound by all terms and conditions of the Settlement,

1 including the Participating Class Members' Releases under Paragraphs 5.2 of this
2 Agreement, regardless of whether the Participating Class Member actually receives
3 the Class Notice or objects to the Settlement.

4 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
5 Non-Participating Class Member and shall not receive an Individual Class
6 Payment or have the right to object to the class action components of the
7 Settlement. Because Class Members cannot exclude themselves from the PAGA
8 settlement, all Class Members are bound by the future PAGA claims are subject to
9 claim preclusion upon entry of the Judgment, Non-Participating Class Members
10 who are Aggrieved Employees are deemed to release the claims identified in
11 Paragraph 5.3 of this Agreement and **Exhibit B**, and are eligible for an Individual
12 PAGA Payment.

13 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
14 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed
15 Class Notices as described herein, to challenge the number of Class Workweeks and
16 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class
17 Member may challenge the allocation by communicating with the Administrator via U.S.
18 mail. The Administrator must encourage the challenging Class Member to submit
19 supporting documentation. In the absence of any contrary documentation, the
20 Administrator is entitled to presume that the Workweeks contained in the Class Notice are
21 correct so long as they are consistent with the Class Data. The Administrator's
22 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall
23 be final and not appealable or otherwise susceptible to challenge. The Administrator shall
24 promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods
25 to Defense Counsel and Class Counsel and the Administrator's determination the
26 challenges.

27 7.7. Objections to Settlement.

28 7.7.1. Only Participating Class Members may object to the class action components of

1 the Settlement and/or this Agreement, including contesting the fairness of the
2 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment and/or Class Representative Service
4 Payment.

5 7.7.2. Participating Class Members may send written objections to the Administrator, by
6 U.S. mail. In the alternative, Participating Class Members may appear in Court (or
7 hire an attorney to appear in Court) to present verbal objections at the Final
8 Approval Hearing. A Participating Class Member who elects to send a written
9 objection to the Administrator postmarked no later than the Response Deadline, or
10 as otherwise extended for re-mailed Class Notices as described herein.

11 7.7.3. Non-Participating Class Members have no right to object to any of the class action
12 components of the Settlement.

13 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
14 performed or observed by the Administrator contained in this Agreement or otherwise.

15 7.8.1. Website and Toll-Free Number. The Administrator will establish and maintain and
16 use a page on its internet website to post information of interest to Class Members
17 including the date, time and location for the Final Approval Hearing and copies of
18 the Settlement Agreement, Motion for Preliminary Approval, the Preliminary
19 Approval, the Class Notice, the Motion for Final Approval, the Motion for Class
20 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class
21 Representative Service Payment, the Final Approval and the Judgment. The
22 Administrator will also maintain and monitor a toll-free telephone number to
23 receive Class Member calls, faxes and emails.

24 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
25 promptly review on a rolling basis Requests for Exclusion to ascertain their
26 validity. No later than seven (7) days after the expiration of the deadline for
27 submitting Requests for Exclusion, the Administrator shall email a list to Defense
28 Counsel containing (a) the names and other identifying information of Class

Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. No later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.

Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its diligent and good faith review of records, Defendant estimates that, as of the date of mediation, there are 129 Class Members and 5,348 Total Workweeks during the Class period. The parties stipulate to a 15% escalation of the estimated workweeks without any increase to the Gross Settlement Amount. If the total number of Workweeks during the Class Period exceeds 5,348 by more than 15%, then Defendant shall increase the Gross Settlement Amount on a pro rata basis per Workweek for each addition Workweek above the 15% escalation margin.

9. DEFENDANT'S RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will

1 file in Court, a motion for final approval of the Settlement that includes a request for approval of the
2 PAGA settlement under Labor Code § 2699(l), a Proposed Final Approval Order and a proposed
3 Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to
4 Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel
5 and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to
6 resolve any disagreements concerning the Motion for Final Approval.

7 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
8 a Participating Class Member, including the right to file responsive documents in Court no
9 later than nine (9) court days prior to the Final Approval Hearing, or as otherwise ordered
10 or accepted by the Court.

11 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
12 Approval on any material change to the Settlement (including, but not limited to, the scope
13 of release to be granted by Class Members), the Parties will expeditiously work together in
14 good faith to address the Court’s concerns by revising the Agreement as necessary to
15 obtain Final Approval. The Court’s decision to award less than the amounts requested for
16 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
17 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute
18 a material modification to the Agreement within the meaning of this paragraph.

19 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
20 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
21 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
22 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
23 law.

24 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
26 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the
27 Parties, their respective counsel, and all Participating Class Members who did not object to
28 the Settlement as provided in this Agreement, waive all rights to appeal from the

Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for

1 purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final
2 Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any
3 reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
4 right to move for class certification on any grounds available and to contest Defendant's defenses. The
5 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will
6 not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
7 Settlement and this Agreement).

8 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed,
10 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
11 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
12 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
13 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
14 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate
15 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or
16 subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each
17 other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
18 Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any
19 conversation or other communication, before the filing of the Motion for Preliminary Approval, any with
20 third party regarding this Agreement or the matters giving rise to this Agreement except to respond only
21 that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
22 communications with Class Members in accordance with Class Counsel's ethical obligations owed to
23 Class Members.

24 12.3. Public Comment & Advertisement. The Parties agree to make no comments to the media
25 or otherwise publicize the terms of the Settlement, other than in court filings. The Parties agree not to
26 advertise this Settlement. Class Counsel will not include or use this Settlement for any marketing or
27 promotional purposes.

28 12.4. Social Media Bar. The Parties agree to make no comments to the media or otherwise

publicize the terms of the Settlement, other than in court filings. The Parties agree not to advertise this Settlement. Class Counsel will not include or use this Settlement for any marketing or promotional purposes. At all times, the Class Representative is prohibited from communicating about the terms or the fact of the settlement on any form of social media ("Social Media Bar"). In the event of a proven breach of the Social Media Bar, the violating Plaintiff shall forfeit one-half of the class representative enhancement payment, as a form of liquidated damages. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the restrictions against any public disclosure of the Settlement.

12.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.8. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

1 12.9. No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
3 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released
4 and discharged by the Party in this Settlement.

5 12.10. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
7 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
8 amended) or otherwise.

9 12.11. Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 12.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
13 benefit of, the successors of each of the Parties.

14 12.13. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without regard to
16 conflict of law principles.

17 12.14. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
18 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was
19 the drafter or participated in the drafting.

20 12.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
21 during Action and in this Agreement relating to the confidentiality of information shall survive the
22 execution of this Agreement. Any communication about the Settlement to Class Members prior to the
23 Court-approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a
24 statement of any of the details that would necessarily be included in any Court-approved notice if a Class
25 Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed
26 Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class
27 Representative is prohibited from discussing the terms or the fact of the settlement with third parties other
28 than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all

1 times, the Class Representative is prohibited from communicating about the terms or the fact of the
2 settlement on any form of social media (“Social Media Bar”). In the event of a proven breach of the
3 Social Media Bar, the violating Plaintiff shall forfeit one-half of the class representative enhancement
4 payment, as a form of liquidated damages. Class Counsel will take all steps necessary to ensure the Class
5 Representative is aware of, and will adhere to, the restrictions against any public disclosure of the
6 Settlement.

7 12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to
8 Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by
9 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
10 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in
11 any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days
12 after the date when the Court discharges the Administrator’s obligation to provide a Declaration
13 confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic
14 versions of Class Data received from Defendant.

15 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
16 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or
17 federal legal holiday, such date or deadline shall be on the first business day thereafter.

18 12.18. Notice. All notices, demands or other communications between the Parties in connection
19 with this Agreement will be in writing and deemed to have been duly given as of the third business day
20 after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

21 To Plaintiff:

22 Kane Moon
23 kane.moon@moonyanglaw.com
24 Lilit Tunyan
25 lilit.tunyan@moonyanglaw.com
26 MOON & YANG, APC
27 1055 W. Seventh St., Suite 1880
28 Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

Shannon R. Finley

sfinley@pettitkohn.com
 Haley A. Murphy
 hrmurphy@pettitkohn.com
 PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
 11622 El Camino Real, Suite 300
 San Diego, California 92130
 Telephone: (858) 755-8500
 Facsimile: (858) 755-8504

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

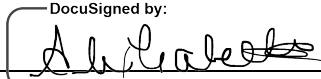
12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff & Class Representative:

Dated: 1/25/2023

By: _____

DocuSigned by:



ALEXANDER CABELLO

Plaintiff's Counsel:

Dated: 1/25/2023

MOON & YANG, APC

By: _____

Kane Moon

Attorneys for Plaintiff ALEXANDER CABELLO

Defendant:

Dated: 2/17/2023

RANCHO CAR WASH, LLC

By: _____

KIRK KUZMANIC

Print Name

DocuSigned by:

Kirk Kuzmanic

003C672CC2934A6...

Signature

Managing Member

Title

Defendant's Counsel:

Dated: 2/17/2023

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

By:

Haley A. Murphy

Shannon R. Finley

Haley A. Murphy

Attorneys for Defendant RANCHO CAR
WASH, LLC

Kane Moon (SBN 249834)
kane.moon@moonyanglaw.com
Allen Feghali (SBN 301080)
allen.feghali@moonyanglaw.com
Charlotte Mikat-Stevens (SBN 327047)
charlotte.mikat-stevens@moonyanglaw.com

MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff ALEXANDER CABELLO

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

ALEXANDER CABELLO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

RANCHO CAR WASH, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants

Case No.: CVRI2103709

CLASS ACTION

[Hon. Harold W. Hopp, Department 10]

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Complaint filed: August 17, 2021
Trial date: Not set

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1. RECITALS

1.1 WHEREAS on or about February 17, 2023, Plaintiff ALEXANDER CABELLO (“Plaintiff”) and Defendant RANCHO CAR WASH, LLC (“Defendant”) (collectively, the “Parties,” or individually, each a “Party”) entered into a Class Action and PAGA Settlement Agreement (“Agreement”) for full resolution of this Action.

1.2 WHEREAS this Amendment to Class Action and PAGA Settlement Agreement (“Amendment to Agreement”) is made by and between the Parties, setting forth modified terms upon which the Parties have agreed to settle the Action.

1.3 WHEREAS the Parties understand that the Agreement is subject to the Court’s Approval and intend to submit the Agreement to the Court with a Motion for Preliminary Approval.

1.4 WHEREAS during the preparation of the Motion for Preliminary Approval, Counsel for Plaintiff requested certain modifications of certain terms within the Agreement to prevent the possibility of the Court denying or conditioning Preliminary Approval, which would delay resolution of the Action and disbursement of funds to Class Members.

1.5 WHEREAS the Parties have agreed that, upon full execution of this Amendment to Agreement, the Agreement will be accordingly modified as provided for herein.

1.6 WHEREAS the Agreement is hereby incorporated by reference into this Amendment to Agreement as though fully set forth herein, and therefore all terms used herein shall have the same meaning and/or effect as defined and/or specified under the Agreement, unless otherwise defined and/or specified herein.

2. MODIFIED TERMS

2.1 Administration Expenses Payment. Paragraph 1.3 of the Agreement is hereby modified to change the estimate for the Administrative Expenses Payment from \$20,000 to \$9,000.

2.2 Individual PAGA Payment. Paragraph 1.24 of the Agreement is hereby modified to clarify that the Individual PAGA Payment will be calculated according to the number of PAGA Pay Periods worked during the PAGA period rather than work weeks. While this is an identical sum because employees are paid weekly, counsel believes this clarification may be helpful for the Court.

2.3 Payments to Class Counsel. Paragraph 3.2.2 of the Agreement is hereby modified to change the Class Counsel Fees payment from \$99,166.667 to \$99,166.67 and to change the Class Counsel Litigation Expenses from \$20,000 to \$25,000.

2.4 Payment to the Administrator. Paragraph 3.2.3 of the Agreement is hereby modified to change the Administrator Expenses Payment estimate from not to exceed \$20,000 to not to exceed \$9,000.

2.5 Notice. Paragraph 12.18 of the Agreement is hereby modified to update the names of class counsel by deleting Lilit Tunyan and her email address and adding Allen Feghali and Charlotte Mikat-Stevens whose email addresses are allen.feghali@moonyanglaw.com and charlotte.mikat-stevens@moonyanglaw.com, respectively.

3. MISCELLANEOUS PROVISIONS

3.1 Headings. The descriptive heading of any section or paragraph of the Agreement or this Amendment to Agreement is inserted for convenience of reference only and does not constitute a part of the Agreement or this Amendment to Agreement.

3.2 Integrated and Entire Agreement. Upon execution by all Parties and their respective Counsel, this Amendment to Agreement, together with the former Agreement and its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

3.3 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Amendment to Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Settlement, including any amendments to the Agreement and this Amendment to Agreement.

3.4 Parties' Authorization. The Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Amendment to Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Amendment to Agreement to effectuate its terms. The person signing this Amendment to Agreement on behalf of Defendant represents and warrants that he/she/they are authorized to sign this Amendment to

1 Agreement on behalf of Defendant. Named Plaintiff represents and warrants that he is authorized to
2 sign this Amendment to Agreement and that he has not assigned any claim covered by the Agreement
3 or Amendment to Agreement to a third party.

4 3.5 Agreement Binding on Successors. This Amendment to Agreement will be binding
5 upon, and inure to the benefit of, all Parties and the successors or assigns of each of the Parties.

6 3.6 Cooperation. The Parties and their respective Counsel will cooperate with each other
7 and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying
8 the Agreement and/or this Amendment to Agreement, or submitting additional evidence and
9 supplementing points and authorities, to the extent reasonably necessary to effectuate the terms of the
10 Settlement and/or as requested by the Court. In the event the Parties are unable to agree upon the form
11 or content of any document necessary to implement the Settlement, or on any modification of the
12 Agreement and/or this Amendment to Agreement that may become necessary to implement the
13 Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

14 3.7 Modification of Agreement. This Amendment to Agreement, and all parts of it, may be
15 amended, modified, changed, or waived only by an express written instrument signed by all Parties or
16 their duly authorized representatives, and approved by the Court.

17 3.8 Applicable Law. All terms and conditions of this Amendment to Agreement will be
18 governed by and interpreted according to the laws of the State of California, without regard to conflict
19 of law principles.

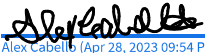
20 3.9 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
21 this Amendment to Agreement. This Amendment to Agreement will not be construed against any
22 Party on the basis that the Party was the drafter or participated in the drafting.

23 3.10 Execution and Counterparts. This Amendment to Agreement may be executed in one or
24 more counterparts by facsimile, electronically (i.e., Adobe, DocuSign, etc.), or email, which for
25 purposes of this Amendment to Agreement shall be accepted as an original. All executed counterparts
26 and each of them will be deemed to be one and the same instrument if Counsel for the Parties will
27 exchange between themselves signed counterparts. Any executed counterpart will be admissible in
28 evidence to prove the existence and contents of this Amendment to Agreement.

IT IS HEREBY AGREED.

Plaintiff & Class Representative:

Dated: Apr 28, 2023, 2023

By: 
Alex Cabello (Apr 28, 2023 09:54 PDT)

ALEXANDER CABELLO

Plaintiff's Counsel:

Dated: April 28, 2023

MOON & YANG, APC

By: *Charlotte Mikat-Stevens*

Kane Moon
 Allen Feghali
 Charlotte Mikat-Stevens

Attorneys for Plaintiff ALEXANDER
 CABELLO

Defendant:

Dated: April 27, 2023

RANCHO CAR WASH, LLC

By: Kirk Kuzmanic

Print Name

DocuSigned by:

Kirk Kuzmanic

003C872CC2934A6...

Signature

Owner

Title

Defendant's Counsel:

Dated: April 27, 2023

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

By: *Haley Murphy*

Shannon R. Finley
 Haley A. Murphy

Attorneys for Defendant RANCHO CAR
 WASH, LLC

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
afeghali@moonlawgroup.com
Charlotte Mikat-Stevens (SBN 327047)
cmikat-stevens@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff ALEXANDER CABELLO

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

ALEXANDER CABELLO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

RANCHO CAR WASH, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants

Case No.: CVRI2103709

CLASS ACTION

[Hon. Harold W. Hopp, Department 1]

**FURTHER AMENDMENT TO CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint filed: August 17, 2021
Trial date: Not set

FURTHER AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1. RECITALS

1.1 WHEREAS, on or about February 17, 2023, Plaintiff ALEXANDER CABELLO ("Plaintiff") and Defendant RANCHO CAR WASH, LLC ("Defendant") (collectively, the "Parties," or individually, each a "Party") entered into a Class Action and PAGA Settlement Agreement ("Agreement") for full resolution of this Action.

1.2 WHEREAS, on April 28, 2023, the Parties entered into an Amendment to Class Action and PAGA Settlement Agreement ("Amendment to Agreement"), setting forth modified terms upon which the Parties have agreed to settle the Action.

1.3 WHEREAS, on July 6, 2023, the Court issued a Minute Order adopting its tentative ruling that denied preliminary approval of the Agreement.

1.4 WHEREAS, this Further Amendment to Class Action and PAGA Settlement Agreement ("Further Amendment to Agreement") is made by and between the Parties, setting forth modified terms upon which the Parties have agreed to settle the Action and to satisfy the Court's concerns as provided under the Court's July 6, 2023 Minute Order.

1.5 WHEREAS, the Parties have agreed that, upon full execution of this Further Amendment to Agreement, the Agreement will be further modified as provided for herein.

1.6 WHEREAS, the Agreement and the Amendment to Agreement are hereby incorporated by reference into this Further Amendment to Agreement as though fully set forth herein, and therefore all terms used herein shall have the same meaning and/or effect as defined and/or specified under the Agreement and/or Amendment to Agreement, unless otherwise defined and/or specified herein.

2. MODIFIED TERMS

2.1 Released Parties. Paragraph 1.41 of the Agreement is hereby modified to read as follows: Defendant, together with its officers, directors, employees, and agents.

2.2 Release by Participating Class Members Who Are Not Aggrieved Employees. Paragraph 5.2 of the Agreement is hereby modified to read as follows: All Participating Class Members shall release the Released Parties from the claims stated in the Operative Complaint and those based solely upon the facts alleged in the Operative Complaint for liability that arose during the Class Period,

including, but not limited to, all claims under the California Labor Code as alleged in the Action, including violations for meal periods, rest periods, unpaid overtime and minimum wages, timely payment of wages, wage statements, waiting time penalties, unreimbursed business expenses, and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.) or other remuneration whether sought under statute, tort, contract, or as an unfair business practice as well as claims under the California Labor Code sections 96(k), 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 212, 213(d), 221, 222, 222.5, 223, 224, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 351, 353, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, 6311, and 6399.7 (the “Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. The Released Class Claims only cover the Class Period, meaning the time period of July 3, 2020 to November 14, 2022. Any Class Member who does not request exclusion by the Response Deadline will be considered to have accepted this release and to have waived any and all of the Released Class Claims against the Released Parties.

2.3 Release by Non-Participating Class Members Who Are Aggrieved Employees.

Paragraph 5.3 of the Agreement is hereby modified to read as follows: Plaintiff and the LWDA shall release the Released Parties for liability that arose during the PAGA Period, including the claims for PAGA penalties described in the Amended PAGA Notice that Plaintiff sent to the LWDA on November 7, 2022 (attached hereto as Exhibit B), and only to the extent those claims were alleged in

1 the Operative Complaint (the "Released PAGA Claims"). The Released PAGA Claims only cover the
2 PAGA Period, meaning the time period of July 3, 2020 to November 14, 2022. Plaintiff does not
3 release any other Aggrieved Employee's PAGA claims.

4 2.4 Request for Exclusion. Paragraph 7.5.1 of the Agreement is hereby modified to read as
5 follows: Class Members who wish to exclude themselves (opt-out of) the Class Settlement may send
6 the Administrator a written request for exclusion by U.S. mail, and to this end the Class Member may
7 use the Request for Exclusion Form attached hereto as Exhibit C. To be valid, a request for exclusion
8 must include the Class Member's full name, signature, and date, and it must be timely postmarked no
9 later than sixty (60) days after the Administrator mails the Class Notice or as otherwise extended for re-
10 mailed Class Notices as described herein. Class Members are encouraged to include any change to their
11 contact information so that the Administrator can contact the Class Member to clarify any uncertainties
12 with the request for exclusion.

13 2.5 Failure to Use the Request for Exclusion Form. Paragraph 7.5.2 of the Agreement is
14 hereby modified to read as follows: The Administrator may not reject a request for exclusion as invalid
15 because it was not submitted using the Request for Exclusion Form attached hereto as Exhibit C. The
16 Administrator Shall accept any request for exclusion as valid if the Administrator can reasonably
17 ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded.
18 The Administrator's determination shall be final and not appealable or otherwise susceptible to
19 challenge. If the Administrator has reason to question the authenticity of a request for exclusion, the
20 Administrator may demand additional proof of the Class Member's identity. The Administrator's
21 determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

22 2.6 Effect of Opting-Out. Paragraph 7.5.4 of the Agreement is hereby modified to read as
23 follows: Every Class Member who submits a valid and timely Request for Exclusion is a Non-
24 Participating Class Member, shall not receive an Individual Class Payment or have the right to object to
25 the class action components of the Settlement, and will retain whatever rights they may have.
26 Notwithstanding a Request for Exclusion, Class Members may not exclude themselves from the PAGA
27 portion of the Settlement, and will receive an Individual PAGA Payment if eligible.

28 2.7 Challenges to Calculation of Workweeks. Paragraph 7.6 of the Agreement is hereby

1 modified to read as follows: Each Class Member shall have sixty (60) days after the Administrator
2 mails the Class Notice, or as otherwise extended for re-mailed Class Notices as described herein, to
3 challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class
4 Member in the Class Notice. To be valid, a Class Member's written dispute of a workweeks and/or pay
5 periods worked: (1) must include his or her full name, address, telephone number, and last four digits of
6 his or her Social Security number; and (2) should be accompanied by supporting documentation of his
7 or her actual Class Workweeks and PAGA Pay Periods (e.g., copies of pay stubs). In the absence of
8 any contrary documentation, the Administrator is entitled to presume that the w Class Workweeks and
9 PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the
10 Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks
11 and PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
12 Administrator shall promptly provide copies of all challenges to the calculation of Class Workweeks
13 and PAGA Pay Periods to Defense Counsel and Class Counsel as well as the Administrator's
14 determination of the challenges.

15 2.8 Objections to Settlement. Paragraph 7.7.2 of the Agreement is hereby modified to read
16 as follows: Participating Class Members have the right to object to the Class portion of the Settlement.
17 A Participating Class Member may object by sending a written objection to the Administrator by U.S.
18 mail, and to this end the Participating Class Member may use the Objection Form attached hereto as
19 Exhibit D. To be valid, the written objection must include the Participating Class Member's full name,
20 signature, and date, and it must be timely postmarked no later than sixty (60) days after the
21 Administrator mails the Class Notice or as otherwise extended for re-mailed Class Notices as described
22 herein. Participating Class Members are encouraged to include any change to their contact information
23 so that the Administrator can contact the Participating Class Member to clarify any uncertainties with
24 the written objection. In addition to submitting a written objection, or in the alternative, Participating
25 Class Members may object to the Class portion of the Settlement by appearing and stating an oral
26 objection at the Final Approval Hearing, or hiring an attorney at their own expense to appear and
27 object. If the Final Approval Hearing is continued, notice of the continued Final Approval Hearing will
28 be provided by Class Counsel and/or the Administrator to any Participating Class Member who

submitted a written objection.

2.9 Notice. Paragraph 12.18 of the Agreement is hereby modified to update the information of Plaintiff's handling counsel to read as follows:

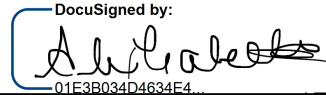
Kane Moon
kmoon@moonlawgroup.com
Allen Feghali
afeghali@moonlawgroup.com
Charlotte Mikat-Stevens
cmikat-stevens@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213)232-3125

IT IS HEREBY AGREED.

Plaintiff & Class Representative:

Dated: 10/27/2023, 2023

By:

DocuSigned by:

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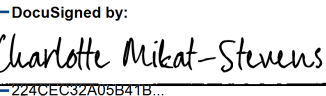
ALEXANDER CABELLO

Plaintiff's Counsel:

Dated: 10/27/2023, 2023

MOON LAW GROUP, PC

By:

DocuSigned by:

224CEC32A05B41B...

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens

Attorneys for Plaintiff ALEXANDER
CABELLO

1 Defendant:

2 Dated: 10/25, 2023

RANCHO CAR WASH, LLC

3
4 By:

KIRK KUZMANIK

5 Print Name

6 

7 Signature

8 MANAGING MEMBER

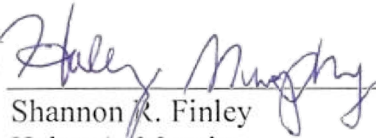
9 Title

10 Defendant's Counsel:

11 Dated: October 27, 2023

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

12 By:



13 Shannon R. Finley

14 Haley A. Murphy

15 Attorneys for Defendant RANCHO CAR
16 WASH, LLC

EXHIBIT A

Alexander Cabello v. Rancho Car Wash, LLC (“*Limited Liability Corporation*”) (herein referred to as “*Cabello v. Rancho Car Wash*”)
Riverside County Superior Court Case No. CVRI2103709

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF CLASS ACTION SETTLEMENT AFFECTING YOUR RIGHTS

If you worked for Rancho Car Wash in California and paid on an hourly basis at any time between July 3, 2020 to November 14, 2022, you may be entitled to receive money from a Settlement.

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

PLEASE READ THIS NOTICE CAREFULLY.

Your legal rights are affected whether you act or don’t act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive an Individual Class Payment and (if eligible) an Individual PAGA Payment if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement, including the release of all class claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a valid and timely Request for Exclusion, you will not receive an Individual Settlement Share. However, if you are an Aggrieved Employee, as defined below, you cannot opt out of the PAGA portion of the Settlement, and you will still receive an Individual PAGA Payment (if eligible).
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You may also appear at the Final Approval Hearing and state an oral objection. In order to object, whether orally or in writing, you must not have excluded yourself from the Settlement.

1. Why should you read this Notice?

A proposed settlement (referred to the “Settlement”) has been reached in a class action lawsuit entitled *Cabello v. Rancho Car Wash*, Riverside County Superior Court Case No. CVRI2103709 (referred to as the “Action” or

“Lawsuit”) that affects your rights. The Defendant in the Action is Rancho Car Wash (referred to as “Defendant”).

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons who worked for Defendant in California as an hourly paid, non-exempt employee during the Class Period. The “Class Period” is the period from July 3, 2020 to November 14, 2022.

Within the Settlement Class are a group of “Aggrieved Employees” defined as follows:

All persons who worked for Defendant in California as an hourly paid, non-exempt employee during the PAGA Period. The “PAGA Period” is the period from July 3, 2020 to November 14, 2022.

Defendant’s employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to as a “Class Member”) and possibly an Aggrieved Employee. The Court directed this Notice be sent to all Class Members and Aggrieved Employees to inform you about the case and about your rights and options before the Court decides to finally approve the Settlement. If the Court finally approves the Settlement, and after any appeals are resolved, payments will be made to all Class Members (who have not excluded themselves from the Settlement) and to all Aggrieved Employees (regardless if they have excluded themselves from the class portion of the Settlement).

This Notice explains the Lawsuit, the Settlement, your legal rights and options, and what benefits are available and how to get them.

2. What is this Lawsuit about?

On August 17, 2021, Plaintiff Alexander Cabello (referred to as “Plaintiff”) filed a complaint against Defendant on behalf of himself and other employees alleging several violations of California wage and hour laws. On September 10, 2021, Plaintiff amended the complaint to add a claim for civil penalties under the California Private Attorneys General Act of 2004 (referred to in this Notice as “PAGA”) for Defendant’s alleged wage-and-hour law violations. On April 14, 2023, Plaintiff filed a second amended complaint to add claims for additional violations of California wage and hour laws (referred to as the “Operative Complaint”). By Plaintiff’s Operative Complaint, Plaintiff alleges the following against Defendant: (1) Failure to Pay Minimum and Regular Rate Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate and Itemized Wage Statements; (7) Failure to Indemnify Necessary Business Expenses; (8) Unfair Business Practices; and (9) violation of PAGA. Plaintiff has asserted violations under the California Labor Code sections 96(k), 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 212, 213(d), 221, 222, 222.5, 223, 224, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 351, 353, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 2699(f)(2), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, 6311, and 6399.7. Defendant vigorously denies all the claims and allegations made in the Operative Complaint and maintains that it fully complied with the law. However, Defendant has agreed to settle the Lawsuit to avoid the expense of continued litigation.

3. Why is there a Settlement?

Both sides have agreed to a Settlement that allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected Class Members and Aggrieved Employees will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable, adequate, and in the best interests of all Class Members. The Court has preliminarily approved the Settlement but has not decided in favor of Plaintiff or Defendant. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

4. What are the terms of the Settlement?

Defendant will pay a minimum of Two Hundred Ninety-Seven Thousand Five Hundred Dollars and Zero Cents (\$297,500.00) to settle the Action (referred to as the “Gross Settlement Amount”), subject to an increase under the Settlement’s escalator clause. The Gross Settlement Amount will cover: (a) all Individual Class Payments to Participating Class Members; (b) a Class Representative Service Payment to Plaintiff; (c) Class Counsel’s reasonable attorneys’ fees; (d) reimbursement for Class Counsel’s actual litigation expenses incurred; (e) a payment to the California Labor and Workforce Development Agency (the “LWDA”) for civil penalties under PAGA; (f) all Individual PAGA Payments to Aggrieved Employees; and (g) the costs of settlement administration. In addition to the Gross Settlement Amount, Defendant will pay its own portion of all payroll taxes owed in connection with the wage portion of Individual Class Payments (as explained below).

The Court has preliminarily approved the following payments from the Gross Settlement Amount: (a) Class Counsel’s request for attorneys’ fees not to exceed 33 and 1/3% of the Gross Settlement Amount (currently estimated to be \$99,166.67; (b) reimbursement of Class Counsel’s litigation expenses to not to exceed \$25,000.00; (c) up to \$9,000.00 for the Settlement Administrator’s costs of settlement administration; (d) up to \$5,000.00 as the Class Representative Service Payment to Plaintiff, in recognition for his time and service to the Class in pursuing the Action and in fulfilling his obligations as the Class Representative; and (e) a total PAGA Penalties payment of \$30,000.00 to resolve claims under PAGA, of which \$22,500.00 will be paid to the LWDA and the \$7,500.00 will be distributed to Aggrieved Employees. This allocation of the LWDA’s PAGA payment is required by California law. The final amounts of these various payments are all subject to the Court’s final approval.

After deductions of the preceding Court-approved payments, the remaining amount—referred to as the “Net Settlement Amount”—will be distributed to those Class Members who have not excluded themselves from the Settlement (referred to as “Participating Class Members”). No portion of the Gross Settlement Amount will be returned to Defendant.

5. How much money can I expect to receive?

Each Participating Class Member will receive an Individual Class Payment, consisting of a proportionate share of the Net Settlement Amount based on the number of workweeks the person worked for Defendant in California during the Class Period in comparison to the total number of workweeks worked by all Participating Class Members for Defendant in California during the Class Period. A “workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

To calculate a Participating Class Member’s Individual Class Payment, (a) the Net Settlement Amount will be divided by the total number of workweeks worked by all Participating Class Members and (b) multiplying the

result by the Participating Class Member's total individual workweeks. Because Individual Class Payments are based on each Participating Class Member's individual number of workweeks, the amounts of Individual Class Payments will vary.

- The *highest* Individual Class Payment is estimated to be: \$<<Est.ClassSettlementAmt>>
- The *lowest* Individual Class Payment is estimated to be: \$<<Est.ClassSettlementAmt>>
- Based on Defendant's employment records, your individual workweeks are: <<Workweeks>>
- Your estimated Individual Class Payment is: \$<<Est.ClassSettlementAmt>>

All Individual Class Payments are subject to taxation. Each Individual Class Payment will be allocated as follows: (a) 30% as wages that are subject to deductions and withholdings by the Settlement Administrator for the employee's share of state and federal payroll taxes (referred to as the "wage portion"), and (b) 70% to interest and penalties that are not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the wage portion of the Individual Class Payment, and an IRS Form-1099 with respect to the portion of the Individual Class Payment allocated to penalties and interest. Prior to mailing settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the wage portion of the Individual Class Payment. Defendant will separately pay the employer's share of payroll taxes with respect to the wage portion of each Individual Class Payment.

Additionally, each Aggrieved Employee will receive an Individual PAGA Payment, consisting of a proportionate share of the PAGA Penalties allocated to Aggrieved Employees. This Aggrieved Employee's share will be based on the number of pay periods the person worked for Defendant for at least one day during the PAGA Period, which is the period from July 3, 2020, to November 14, 2022.

To calculate an Aggrieved Employee's Individual PAGA Payment, (a) the total \$7,500.00 available to all Aggrieved Employees will be divided by the total number of pay periods worked by all Aggrieved Employees, and (b) multiplying the result by the Aggrieved Employee's total individual pay periods. Because Individual PAGA Payments are based on each Aggrieved Employee's individual number of pay periods, the amounts of Individual PAGA Payments will vary.

- The *highest* Individual PAGA Payment is estimated to be: \$<<Est.PAGASettlementAmt>>
- The *lowest* Individual PAGA Payment is estimated to be: \$<<Est.PAGASettlementAmt>>
- Based on Defendant's employment records, your individual pay periods are: <<Workweeks>>
- Your estimated Individual PAGA Payment is: \$<<Est.PAGASettlementAmt>>

All Individual PAGA Payments are subject to taxation. Each Individual PAGA Payment will be allocated 100% as penalties that are be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form-1099 for his or her Individual PAGA Payment.

Please note that each Participating Class Member and/or Aggrieved Employee will be responsible for his/her share of taxes attributable to the receipt of payments under the Settlement. Plaintiff, Defendant, and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and pay periods you worked as a Class Member and

Aggrieved Employee during the Class Period and PAGA Period is based on Defendant's records. To dispute the number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator by U.S. mail. To be valid, your written dispute of workweeks and/or pay periods worked: (1) must include your full name, address, telephone number, and last four digits of the Social Security number; and (2) should be accompanied by supporting documentation of your actual workweeks and/or pay periods (e.g., copies of your pay stubs). To be timely, your written dispute must be mailed by U.S. mail to the Settlement Administrator *at the address provided below*, and be postmarked on or before [REDACTED], 2023.

The Settlement Administrator will promptly evaluate the evidence submitted and determine how many workweeks and/or pay periods should be credited to you. The Settlement Administrator's determination will be final. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks and/or pay periods reported in your Notice are correct so long as they are consistent with Defendant's employment records.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Class Payment and/or Individual PAGA Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Participating Class Members and Aggrieved Employees will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement checks must be cashed soon after receipt. Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the checks will no longer be able to be cashed. Any funds represented by those uncashed checks will be transmitted to the California Controller's Unclaimed Property Fund in the names of those Participating Class Members and/or Aggrieved Employees who did not cash their checks until such time they claim their property. A Participating Class Member and/or Aggrieved Employee who fails to negotiate or cash their check will nevertheless be bound by the Settlement.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement check. If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (xxx) xxx-xxxx, or at the address provided below.

8. What claims are being released by the Settlement?

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer's payroll taxes, all Participating Class Members shall release the Released Parties from the Released Class Claims for liability that arose during the Class Period. The "Released Class Claims" refer to the claims stated in the Operative Complaint and those claims based solely upon the facts alleged in the Operative Complaint for liability that arose during the Class Period, including, but not limited to, all claims under the California Labor Code as alleged in the Action, including violations for meal periods, rest periods, unpaid overtime and minimum wages, timely payment of wages, wage statements, waiting time penalties, unreimbursed business expenses, and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.) or other remuneration whether sought under statute, tort, contract, or as an unfair business practice as well as claims under the California Labor Code sections

96(k), 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 212, 213(d), 221, 222, 222.5, 223, 224, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 351, 353, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, 6311, and 6399.7. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The Released Class Claims only cover the time period of July 3, 2020 to November 14, 2022. Any Class Member who does not request exclusion by [REDACTED], 2023 will be considered to have accepted this release and to have waived any and all of the Released Class Claims against the Released Parties.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer's payroll taxes owed on the wage portion of Individual Class Payments, Plaintiff and the LWDA shall release the Released Parties from the Released PAGA Claims for liability that arose during the PAGA Period. Plaintiff does not release any other Aggrieved Employee's PAGA claims. The "Released PAGA Claims" refer to the claims for PAGA penalties described in the Amended PAGA Notice that Plaintiff sent to the LWDA on November 7, 2022 (attached to the Settlement Agreement as Exhibit B), and only to the extent those claims were alleged in the Operative Complaint. The Released PAGA Claims only cover the time period of July 3, 2020 to November 14, 2022. The "Released Parties" is defined as Defendant, together with its officers, directors, employees, and agents.

9. What are my options?

a. Participate in the Settlement and Receive a Settlement Payment. If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Class Payment and (if eligible) your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. Exclude Yourself from the Settlement. If you do not want to be part of the Settlement, you may request to be excluded by completing the enclosed Request for Exclusion Form.

Your request for exclusion must be mailed to the Settlement Administrator *at the information provided below*. To be valid, your request for exclusion must include your full name, signature, and date, and it must be timely postmarked on or before [REDACTED], 2023. You should also include any change to your contact information so that the Settlement Administrator can contact you to clarify any uncertainties with your exclusion request. If you exclude yourself, you will not receive your Individual Class Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have.

If applicable, you may not exclude yourself from the PAGA portion of the Settlement. You will receive your Individual PAGA Payment (if eligible) even if you request exclusion from the Settlement.

c. Object to the Settlement. If you are a Class Member, you can object to the Settlement if you do not like any part of it and give reasons why you think the Court should not approve the Settlement. The Court will consider your views. However, you cannot object to the PAGA portion of the Settlement.

To object, you may submit a written objection stating why you object to the Settlement by using the enclosed

Objection Form. Your written objection must be mailed to the Settlement Administrator *at the information provided below*. To be valid, your written objection must include your full name, signature, date, and a description of the nature of and basis for the objection, and it must be timely postmarked on or before [REDACTED], 2023. You should also include any change to your contact information so that the Settlement Administrator can contact you to clarify any uncertainties with your objection. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement and you will receive an Individual Class Payment.

In addition, or in the alternative, you may simply appear (or hire an attorney at your own expense to appear on your behalf) at the Final Approval Hearing set for [REDACTED], 2023 at [REDACTED] a.m. in the Riverside County Superior Court and discuss your objection with the Court and the Parties.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you should not submit a Request for Exclusion.

10. Who are the attorneys representing the Plaintiff and the Settlement Class?

The Court has appointed the following lawyers as “Class Counsel” to represent all Class Members:

MOON LAW GROUP, PC
Kane Moon, Esq.
Allen Feghali, Esq.
Charlotte Mikat-Stevens, Esq.
1055 W. 7th Street, Suite 1880
Los Angeles, California 90017
Telephone: 213-232-3128
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: cmikat-stevens@moonlawgroup.com

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class be paid?

All payments for Class Counsel’s attorneys’ fees and litigation expenses will be made from the Gross Settlement Amount. Class Counsel intend to request an award of attorneys’ fees up to 33 1/3% of the Gross Settlement Amount (currently estimated to be \$99,166.67), plus reimbursement of actual expenses incurred in the Action in an amount up to \$25,000.00.

Class Counsel have been prosecuting this Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (meaning, without being paid any money to-date) and have been paying all litigation costs out of pocket. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

12. When and where will the Court decide to approve the Settlement?

The Court has preliminarily approved the Settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to finally approval the Settlement. The Court will hold the Final Approval Hearing on [REDACTED], 2023, at [REDACTED] a.m./p.m. in Department 1 of the Riverside County Superior Court

located at 4050 Main Street, Riverside, CA 92501, before the Honorable Harold W. Hopp. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation expenses, the Class Representative Service Payment, the PAGA Payments, and the payment for settlement administration costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend. If you did not submit a Request for Exclusion, you (or your attorney hired at your own expense) may appear at the hearing and request to be heard. The Final Approval Hearing may be postponed without further notice to Class Members, except that notice will be provided to any Class Member who submitted a written objection.

If the Settlement is finally approved by the Court, the Court will enter a Judgment.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendant approves the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendant or its treatment of you as a former or current employee.

14. What is the Settlement Administrator's contact information?

Any Request for Exclusion, written Objection, request to update your address and other contact information, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

Cabello v. Rancho Car Wash
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Tel: (800) 523-5773 | Fax: (949) 209-2503

15. How can I get additional information?

If you have questions, you can call the Settlement Administrator at (800) 523-5773 and/or Class Counsel at (213) 232-3128. For the precise terms and conditions of the Settlement, you may review the detailed "Class Action and PAGA Settlement Agreement and Class Notice," which is available for viewing online, free of charge, at the Settlement Administrator's website: **WEBSITE URL**. The pleadings and other court records in the Lawsuit, including any Judgment entered after the Court grants final approval of the Settlement, are also available online, free of charge, at **Settlement Administrator WEBSITE URL**.

The records may also be examined, free of charge, in person at any time during regular business hours at the at the Clerk's Office of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92101, or online at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>; or you may contact the Settlement Administrator at Tel: **(XXX) XXX-XXX**. To view the "Class Action and PAGA Settlement Agreement and Class Notice" from the Court's website, it must be purchased and is available for purchase as part of the **Supplemental** Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (attached as Exhibit **XX**), which was filed on **filing date**.

If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information

is above, and they will provide you with a copy via e-mail and free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS, SUPERVISORS,
OR ATTORNEYS ABOUT THIS SETTLEMENT.
They will not be able to assist you.

EXHIBIT B

MOON & YANG, APC

ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
Kane.Moon@moonyanglaw.com

November 7, 2022

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Rancho Car Wash, LLC
27378 Jefferson Avenue
Temecula, CA 92590

Amended Notice of Labor Code Violations and PAGA Penalties

Re: ***Alexander Cabello v. Rancho Car Wash, LLC***

To Whom It May Concern:

Please be advised that my office has been retained by Alexander Cabello (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Rancho Car Wash, LLC (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff individually as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Riverside County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a detailer from approximately October 2019 to October 2020, primarily in Riverside County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees regularly worked off the clock, without compensation. For example, Plaintiff and the Aggrieved Employees were required to arrive at work early in order to set up the work area, off the clock and uncompensated. Additionally, for those days where Plaintiff and the Aggrieved Employees arrived at work but were told to return home (i.e. it was raining, COVID-related closures, or lack of customers), Plaintiff and the Aggrieved Employees were not paid reporting time pay. In maintaining a practice of not paying all wages

owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Also, Defendants prohibited Plaintiff and the Class from leaving the work premises during their rest breaks. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records

showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for

unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net

wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked. Also, Defendant's wage statement failed to put "LLC" at the end of its name.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;

2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
6. Labor Code § 226 by failing to provide accurate itemized wage statements; and
7. Labor Code § 204 by failing to pay all earned wages two times per month.
8. Labor Code §§ 96(k), 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 212, 213(d), 221, 222, 222.5, 223, 224, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 351, 353, 403, 404(b), 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 2699 (f) (2)1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, 6311, and 6399.7.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

LWDA
Amended Notice of Labor Code Violations and
PAGA
November 7, 2022
Page 9 of 9

MOON & YANG, APC

A handwritten signature in blue ink, appearing to read 'Kane Moon', is enclosed within a thin black rectangular border.

Kane Moon
Attorney at Law

EXHIBIT C

Cabello v. Rancho Car Wash LLC (“*Limited Liability Corporation*”) (herein referred to as “*Cabello v. Rancho Car Wash*”)

Riverside County Superior Court Case No. CVRI2103709

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to be excluded from the Class and do not wish to object to the Settlement. If you exclude yourself from the Class by signing and returning this form by mail, you will not receive your Individual Class Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. However, even if you exclude yourself from the Class, you will still receive an Individual PAGA Payment, if eligible.

If you wish to remain in the Class and receive an Individual Class Payment, you may disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court grants final approval of the Settlement.

To be valid, your Request for Exclusion Form must be signed by you, be returned by mail to the Settlement Administrator at the address provided below, and be postmarked on or before [REDACTED], 2023.

I hereby confirm that I have received notice of the proposed Settlement in the *CABELLO v. RANCHO CAR WASH* action and wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment or other settlement benefits and will not be bound by the Settlement, including the Released Class Claims. However, I will still receive by Individual PAGA Payment (if eligible).

Full Name: _____

Dated: _____

Signature: _____

What is the Settlement Administrator’s contact information?

Cabello v. Rancho Car Wash
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Tel: (800) 523-5773 | Fax: (949) 209-2503

EXHIBIT D

Cabello v. Rancho Car Wash LLC (“*Limited Liability Corporation*”) (herein referred to as “*Cabello v. Rancho Car Wash*”)
Riverside County Superior Court Case No. CVRI2103709

|||||
|||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to object to the Settlement. You may also object to the Settlement by stating an oral objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit an Exclusion Form. If your objection is rejected by the Court, you will receive your Individual Class Payment, you will be subject to the terms of the Settlement, including the Released Class Claims.

To be valid, your Objection Form must be signed by you, be returned by mail to the Settlement Administrator at the address provided below, and be postmarked on or before [REDACTED], 2023.

I object to the proposed Settlement in the *Cabello v. Rancho Car Wash* action because

Dated: _____ **Full Name:** _____
Signature: _____

What is the Settlement Administrator’s contact information?

Cabello v. Rancho Car Wash
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Tel: (800) 523-5773 | Fax: (949) 209-2503