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Attorney for Plaintiff MARIO VILLALPANDO, on behalf of himself and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

MARIO VILLALPANDO, on behalf of himself
and all others similarly situated;

Plaintiffs,

v.

SOUTH CORONA AUTO SPA, LP, a California
Limited Partnership; and DOES 1 through 50
inclusive,

Defendants.

Case No.: CVRI2200998
Hon. Harold Hopp
Dept.: 1

CLASS ACTION

**DECLARATION OF ANNA R. SALUSKY IN
SUPPORT OF PLAINTIFF MARIO
VILLALPANDO'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Filed concurrently with Notice of Motion and
Motion, Memorandum of Points and Authorities,
Declaration of William E. Jemmott and [Proposed]
Order]

Date: August 26, 2025

Time: 8:30 a.m.

Dept. 1

Judge: Hon. Harold Hopp

RESERVATION NUMBER: 338832885951

Action filed: March 10, 2022

1 I, Anna R. Salusky, declare:

2 1. I am an attorney admitted and licensed to practice law in the State of California. I am the
3 managing shareholder of Salusky Law Group, APC (“Salusky Law Group”) in Long Beach, California.
4 Salusky Law Group is counsel of record for Plaintiff Mario Villalpando (“Plaintiff”) in the above-
5 captioned matter. I have personal knowledge of the matters set forth herein, except if otherwise stated.
6 If called as a witness, I could and would competently testify to the information set forth below.

7 2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of
8 Class Action and PAGA¹ Settlement (“Motion for Preliminary Approval” or “Motion”), which is filed
9 concurrently herewith.

10 3. A true and correct copy of the fully executed Class Action Settlement and PAGA
11 Settlement Agreement (“Settlement Agreement”) is attached hereto as **Exhibit 1** and is incorporated
12 herein by reference.²

13 4. A true and correct copy of the proposed Notice of Class Action Settlement (“Class
14 Notice”) is attached as **Exhibit A** to the Settlement Agreement and is incorporated herein by reference.

15 5. As required by the Private Attorneys General Act of 2004 (“PAGA”), on July 9, 2025,
16 my office submitted the executed Settlement Agreement to the California Labor and Workforce
17 Development Agency (“LWDA”). A true and correct copy of the confirmation of submission of the
18 Settlement Agreement to the LWDA is attached hereto as **Exhibit 2** and is incorporated herein by
19 reference.

20 **Knowledge Regarding Any Other Related Action**

21 6. Based on my personal knowledge, and after reasonable inquiry of the only other attorney
22 at my firm, I am not aware of any other class, representative, or other collective action in any court in
23 this or any other jurisdiction, that asserts claims similar to those asserted in this action on behalf of a
24 class or group of individuals who would also be members of the class defined in this action.

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26
27 ¹ “PAGA” is an acronym for “Private Attorneys General Act.”

28 ² To the extent the terms used in this declaration are defined in the Settlement Agreement, the
defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

Case Background and Procedural History

7. Plaintiff Mario Villalpando was employed by Defendant South Corona Auto Spa, LP (“Defendant” or “South Corona”) as a detailer from approximately 2017 through on or about August 2021. Mr. Villalpando was classified as a nonexempt employee and paid on a bi-weekly basis. Mr. Villalpando’s responsibilities included detailing the interior and exterior of vehicles, including shampooing carpets and upholstery, cleaning seatbelts, removing odors from vomit and other bodily fluids out of the interior of cars, cleaning water spots, and waxing the exterior of vehicles.

8. Plaintiff contends that over the course of his employment, Defendant failed to pay him and other nonexempt employees all wages owed to them, including minimum wage and overtime wages, failed to provide uninterrupted, duty-free meal and rest periods, failed to provide accurate wage statements, failed to pay all wages owed upon separation of employment, failed to reimburse for necessary business expenses, failed to pay all wages at separation of employment, and is also liable for civil penalties for its Labor Code violations.

9. Specifically, Plaintiff contends that Defendant required Plaintiff and putative class members to report to work 30 minutes before the 8:00 a.m. scheduled start of their shifts and, before clocking in, perform preliminary duties. These preliminary duties included taking out the products needed to wash the cars, filling the bottles with Windex and other cleaning supplies, sweeping the common areas, setting out the chairs and ashtrays, cleaning the windows and doors to the establishment, making sure the equipment, tunnel and vacuums were clean and operational, cleaning the air compressor, and washing the towels in a washer and dryer on site. All of these assignments had to be completed prior to clocking in at 8:00 a.m. Mr. Villalpando and his coworkers performed this work before clocking in at 8:00 a.m.

10. On other occasions, Plaintiff contends, after he and his coworkers reported to work and set up for the day, their supervisor would instruct them not to clock in at 8:00 a.m., because no cars were waiting to be washed. They would wait up to two hours before being allowed to clock in and start working and did not receive compensation for the time waiting to clock in. Plaintiff further contends that there were multiple times when he reported to work, performed mandatory off-the-clock work, and was then told not to clock in because the owner decided not to open for the day (due to weather).

1 11. Plaintiff contents that Defendant also required Plaintiff and putative class members to
2 wash and maintain polo shirts with Defendant’s logo, without compensation.

3 12. On or about November 26, 2021, Plaintiff sent notice to the LWDA and Defendant,
4 notifying them of numerous Labor Code violations and alerting them of Plaintiff’s intent to file a
5 complaint and seek civil penalties under the PAGA. On March 10, 2022, Plaintiff filed a class action
6 and complaint in the Superior Court of California, County of Riverside, against Defendant (the
7 “Action”). The suit asserted claims for failure to provide compliant meal and rest periods, failure to pay
8 minimum and overtime wages, failure to reimburse necessary business expenditures, failure to issue
9 accurate wage statements, failure to pay wages at separation of employment, unfair business practices,
10 and civil penalties under the PAGA.

11 13. On or about May 31, 2022, Defendant filed an answer to Plaintiff’s class action and
12 PAGA complaint. Defendant denied all allegations in Plaintiff’s complaint. Defendant contested the
13 grounds for class certification, asserting that Plaintiff was not similarly situated with putative class
14 members, that numerosity was lacking, that there were no common questions of law or fact; that
15 Plaintiff’s claims were not typical; and that Plaintiff was not an adequate class representative.

16 **Investigation of Class Claims**

17 14. My firm conducted an investigation of the facts and circumstances underlying Mr.
18 Villalpando’s potential claims. Considering what appeared to be a common course of conduct affecting
19 nonexempt employees, I determined that Mr. Villalpando’s claims were well-situated for adjudication
20 on a class basis. My firm filed a notice of Labor Code violations with California’s Labor and
21 Workforce Development Agency (“LWDA”) and sent notice of the violations to Defendant. On March
22 10, 2022, my firm filed a class action complaint on behalf of Plaintiff against Defendant.

23 15. I reviewed Defendant’s answer, including the asserted defenses and applicable law. The
24 parties attempted early mediation, and I was able to review Defendant’s written policies as well as a
25 sampling of time and compensation records for putative class members at that time. Defendant also
26 took Plaintiff’s deposition ahead of the mediation. I had my expert evaluate the sampling of time
27 records Defendant produced. My expert’s analysis indicated that in approximately 78% of the shifts,
28 employees were clocking into work approximately 40 minutes after 8:00 a.m.

1 16. The parties were unable to reach an agreement at mediation. As a result, formal
2 discovery, including depositions, followed, and documents produced for mediation were identified in
3 responses to discovery.

4 17. Plaintiff's discovery included: Form Interrogatories (General and Employment Law);
5 Special Interrogatories; Requests for Admission; and Requests for Production of Documents. Among
6 other information, Plaintiff requested the identification and number of persons who worked for
7 Defendant during the class period; identification of locations operated by Defendant; the manner in
8 which Defendant recorded putative class members' hours worked, and meal and rest periods, during the
9 class period; Defendant's policies for payment of overtime and reimbursement for laundering of
10 uniforms; Plaintiff's personnel file and time and compensation records; employment manuals and
11 policies; and a sampling of putative class members' time and compensation records.

12 18. Defendant's records indicate that it employed approximately 194 non-exempt employees
13 during the Class Period, out of a single location in Corona, California; that employees' hours worked
14 were recorded via an electronic timekeeping system; and that it maintained an unlawful policy
15 regarding the maintenance of uniforms. Subject to notice and opportunity to opt-out sent to putative
16 class members, on or about November 16, 2023, Plaintiff obtained a list of putative class members'
17 contact information. My office made efforts to contact putative class members and was able to speak
18 with some putative class members and receive information regarding Plaintiff's claims.

19 19. My office took the deposition of Defendant's Person Most Qualified (PMQ) as well as
20 one of Defendant's managers during the Class Period.

21 20. In addition, my office hired an investigator to conduct a subrosa investigation and
22 obtained photographic and video surveillance of employees working prior to the start time, which is
23 consistent with Plaintiff's testimony about his experience working off the clock.

24 21. Shortly after my office received contact information for putative class members,
25 Defendant filed a motion to compel arbitration, alleging that Plaintiff signed an arbitration agreement.
26 In his declaration in support of Defendant's petition to compel arbitration, Defendant's director, Scott
27 Arditi, declared that it was Defendant's policy "that all new employees sign the Employment
28 Agreement that requires any dispute arising out of their employment to be resolved by arbitration."

22. Based on the information provided, I was able to analyze and calculate Defendant's potential liability for the claims in the Action. I believe that the information Defendant produced, including discovery responses, the sampling of putative Class Members' time and compensation records, deposition testimony, Plaintiff's purported arbitration agreement and the declaration regarding Defendant's policy regarding arbitration agreements, were sufficient for the Parties to make an informed decision about an appropriate range of settlement value, and fair resolution, of this Action.

Settlement

23. Defendant's disclosure of Plaintiff's purported arbitration agreement, and a company policy regarding arbitration, introduced significant risk to the maintenance of class claims. However, the possibility of defending multiple arbitrations presented new risks and potential expenses for Defendant. With the possibility of having to pay for multiple arbitrations, Defendant reconsidered its stance. Through their respective counsel, the parties engaged in good-faith, non-collusive negotiations at arms-length negotiations which resulted in an agreement to settle this Action. In light of the risks and expenses associated with further litigation, and the strengths and weaknesses of the case, I believe that the Settlement is fair, adequate, and reasonable, and in the best interests of the Class.

Evaluation of the Claims for Settlement Purposes

24. I believe the \$250,000.00 Settlement provides a real and substantial benefit to the Class, considering the highly disputed nature of the claims and the risk of obtaining and maintaining class certification. My determination of the fair value of the Settlement was based on many factors, including the strengths and weaknesses of the claims, applicable law, the reaction from putative class members, Defendant's potential defenses, the potential for arbitration, settlements in comparable wage and hour class actions, and the risks inherent in complex litigation, including the risks of obtaining and maintaining class certification and prevailing at trial. In light of the challenges to maintaining this action, the average recovery per Class Members the Settlement is fair and reasonable.

25. During this litigation, Defendant (a) denied all allegations in the operative complaint; (b) alleged it acted in good faith and in compliance with applicable rules and orders; (c) alleged that class certification is inappropriate; and (d) alleged that Plaintiff agreed to arbitration.

1 26. I believe that the Settlement Agreement reflects the parties' good faith compromise of
2 the claims in this action, based on their respective assessments of the risks and costs of future litigation.

3 27. Based on analysis compiled by my expert, I estimated that the maximum value of
4 Plaintiff's class claims, assuming complete and total success on every disputed point, is approximately
5 **\$2,460,212**. The estimate was built on the following assumptions: (1) 70 minutes of off-clock work per
6 shift for all Class Members during the Class Period; (2) 2.5 meal period violations per week, per Class
7 Member during the Class Period; (3) rest period violations per week, per Class Member during the
8 Class Period; (4) 2 hours per week, per Class Member during the Class Period for washing/drying
9 uniforms; (5) \$7.00 per week, per Class Member for the cost of washing/drying uniforms; (6) 3,792
10 total wage statement violations; and (7) waiting time penalties for 30 days for each of 116 employees.
11 In calculating Defendant's maximum potential exposure, I assumed that class certification would be
12 granted, that Plaintiff would prevail on all viable class claims at trial, and that Plaintiff would recover
13 the full amount of indicated damages sought, including statutory penalties. Accordingly, the maximum
14 possible exposure was premised on an inflated "best case" scenario for each viable class claim in the
15 Action.

16 28. While my firm was able to secure some declarations corroborating Plaintiff's claims, the
17 interest from Putative Class Members was limited. The lack of significant support amongst Class
18 Members makes class certification extremely challenging. More importantly, the possibility that
19 Defendant would prevail on its petition to compel arbitration of Plaintiff's claims on an individual basis
20 is significant. As such, for purposes of settlement, Class Counsel assumes an 80 percent discount on the
21 merits to account for the possibility that Plaintiff will not prevail on all his claims. Accordingly, I
22 believe that a more **realistic valuation of the class claims in this case is \$492,042**.

23 29. The Settlement results in a substantial benefit for all Participating Class Members. The
24 average payout to Participating Class Members, assuming full participation, will be approximately
25 \$647.77. These figures are calculated based on an estimated \$125,666.67 Net Settlement Amount,
26 divided by all 194 Participating Class Members. Individual Class Payments will be calculated by
27 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
28 Class Members during the Class Period and multiplying the result by each Participating Class

1 Member's Workweeks. (See section 3.2.5 of the Agreement.) Defendant confirmed 194 Class Members
2 and 7,672 Workweeks as of October 1, 2024. Based on these figures, and assuming full participation,
3 each workweek is valued at about \$16.38 for purposes of the Settlement. The distribution is equitable,
4 as Individual Class Payments are in proportion to the number of Workweeks each Participating Class
5 Member worked during the Class Period. For example, assuming full participation, a Participating
6 Class Member who worked only one Workweek during the Class Period will receive a Individual Class
7 Payment of about \$16.38, while a Participating Class Member who worked the entire Class Period to
8 date (about 380 weeks) will receive an Individual Class Payment of about \$6,224.40.

9 30. This is an extremely reasonable recovery for the Class. If Plaintiff was to proceed with
10 the litigation, there is significant possibility that his claims are compelled to arbitration on an individual
11 basis. Should Plaintiff successfully oppose Defendant's petition to compel arbitration, there is a
12 significant risk that Plaintiff would not obtain certification. Even if Plaintiff could surmount these
13 hurdles and take the case to trial, Defendant would likely have a number of affirmative defenses that it
14 would pursue; and if defeated at trial, an appeal can be expected. A lengthy appeal in this case would
15 leave resolution uncertain for several more years.

16 **Class Claims**

17 31. Plaintiff's claim for "off the clock" work is premised on his allegation that Defendant
18 required him and other Class Members to perform preparation tasks for about a half hour before
19 clocking in; and that, at times, Defendant would make Plaintiff and other Class Members stay on site
20 off the clock and wait for the arrival of Defendant's customers. This formed the basis of my assumption
21 of 70 minutes of "off the clock" work per shift during the Class Period. This was collaborated by some
22 Class Members that my office was able to question.

23 32. My estimate of an additional 2 hours per week per Class Member during the Class
24 Period for the washing and drying of uniforms was based on Plaintiff's allegation that Defendant had a
25 practice of requiring its employees to wash and dry their uniforms. Defendant's PMQ confirmed that,
26 "other than one or two guys, they all wash themselves." I also noticed that Defendant identified a
27 commission in wage statements but did not factor this added pay in calculating the "regular rate of pay"
28 for purposes of calculating overtime pay, resulting in a failure to pay the full overtime rate. Assuming

1 hourly wages ranging from \$14 per hour in 2018, to \$17 per hour in 2023, **Defendant's maximum**
2 **potential liability for unpaid work is calculated to be about \$978,023.94, exclusive of interest.**

3 33. Plaintiff's claim for meal period violations is premised on Defendant's failure to provide
4 timely, duty-free meal periods for shifts lasting longer than 5 hours. The penalties recoverable under
5 Labor Code section 226.7 are one additional hour of pay at the regular rate of compensation for each
6 workday in which a violation occurs. Based on Plaintiff's allegations, I assumed 2.5 meal period
7 violations per Class Member during the Class Period. Declarations later obtained from some Class
8 Members supported this assumption. Assuming hourly wages ranging from \$14 per hour in 2018, to
9 \$17 per hour in 2023, **Defendant's maximum potential liability for meal period violations is**
10 **calculated to be \$332,469.38, exclusive of interest.**

11 34. Plaintiff's claim for rest period violations is premised on Defendant's failure to provide
12 duty-free rest periods for shifts lasting longer than 3.5 hours. The penalties recoverable under Labor
13 Code section 226.7 are one additional hour of pay at the regular rate of compensation for each workday
14 in which a violation occurs. Based on Plaintiff's allegations, I assumed 3 meal period violations per
15 Class Member during the Class Period. Declarations later obtained from some Class Members
16 supported this assumption. Assuming hourly wages ranging from \$14 per hour in 2018, to \$17 per hour
17 in 2023, **Defendant's maximum potential liability for rest period violations is calculated to be**
18 **\$398,996.12, exclusive of interest.**

19 35. Plaintiff's reimbursement claim is premised on a practice of having Class Members
20 wash their uniforms at their own expense, and without reimbursement, in violation of Labor Code
21 section 2802. Based on Plaintiff's allegations, I assumed a total weekly cost of \$7.00 for the washing
22 and drying of uniforms per Class Member during the Class Period. Defendant's PMQ testified that,
23 with rare exception, employees washed their uniforms at home. **Defendant's maximum potential**
24 **liability for failure to reimburse is calculated to be \$53,102, exclusive of interest.**

25 36. Plaintiff's claim for waiting time penalties is premised on the separation of employment
26 without payment for all wages earned, including regular, minimum and overtime, as well as meal and
27 rest period premiums owed. Labor Code section 203 prescribes penalties as the wages of an employee
28 for up to 30 days if an employer willfully fails to pay wages owed at the time of separation. Assuming

1 that 116 employees were owed and not paid wages at the time of separation, that they worked eight-
2 hour days, earning wages ranging from \$14.31 per hour to \$17.00 per hour, **Defendant's maximum**
3 **potential liability for "waiting time penalties" is calculated to be \$423,820.80.**

4 37. Plaintiff's wage statement claim is premised on Defendant's failure to provide complete
5 and accurate wage statements to respective Class Members during the class period. Assuming a total of
6 3,792 violations, **Defendant's maximum potential liability for wage statement penalties is**
7 **calculated to be \$273,800.**

8 38. **In total, I estimate Defendant's maximum potential liability for the class claims at**
9 **approximately \$2,460,212.24.** This is a "best case scenario," assuming full success on all claims at
10 trial.

11 **PAGA Claims**

12 39. **The maximum amount of civil penalties recoverable under the PAGA in this**
13 **Action, as calculated by my expert, is \$1,330,297.20.** The PAGA penalties are derivative of the class
14 claims and typically are significantly reduced by the Court to prevent an award that is unjust, arbitrary
15 and oppressive, or confiscatory. (Lab. Code § 2699, subd. (e)(2).)

16 40. While the \$250,000.00 Gross Settlement Amount represents a significant discount on
17 Class Counsel's estimate of Defendant's maximum potential exposure, this reduction represents a
18 reasonable compromise considering the substantial risks that Plaintiff and the Class faced in this
19 Action. This is particularly true given the significant possibility that Plaintiff's claims could be
20 compelled to arbitration, and that support from Class Members was extremely limited.

21 41. In evaluating the proposed settlement, I considered the likelihood of obtaining and
22 maintaining class certification of Plaintiffs' claims through trial and being awarded 100 percent of the
23 damages and penalties claimed, as well as the risk that a favorable ruling on the merits may be reversed
24 on appeal. These risks are obviated by the proposed settlement. Additionally, continued litigation
25 would likely be extremely expensive and time consuming, reducing and substantially delaying any
26 recovery by the Class. In contrast, the proposed settlement will guarantee that the Class will receive
27 timely relief and avoid the risk of an unfavorable judgment.

28 ///

42. Based on my experience litigating wage and hour class actions, I believe the Gross Settlement Amount is a fair and reasonable compromise based on the strengths and weaknesses of the claims, the avoidance of further risk, and the avoidance of the time and expense of continued litigation. I believe the information obtained by the parties during the course of the Action was sufficient for the parties to make an informed decision about the settlement of the Action.

This is a “Checks-Mailed” Settlement And Defendant Will Pay Employer Taxes

43. Under the Agreement, Participating Class Members³ will share the Net Settlement Amount on a pro rata basis according to the number of Workweeks worked during the Class Period. This is a “Checks-Mailed” settlement, meaning that Participating Class Members *will not* have to submit any form to receive their respective Individual Class Payment. Any current or former employee of Defendant who was an Aggrieved Employee (as defined in the Agreement) will receive an Individual PAGA Payment.⁴ Aggrieved Employees will not have to submit any claim form to receive their respective Individual PAGA Payment, nor can they opt out of receiving that payment. Defendant will pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (Settlement Agreement, § 3.1.)

Settlement Administration and Procedure to Challenge Allocation of Workweeks

44. The proposed Settlement Administrator is ILYM Group, Inc., a neutral entity with over 13 years of experience in the field of class action administration (<https://www.ilymgroup.com/about>). My office obtained an estimate from ILYM Group, Inc., for the cost of administering the Settlement. The bid represents ILYM Group, Inc.’s agreement that, based on a class size of 194 members, the distributions under the terms of the Settlement, including Spanish translation of the Class Notice, the costs for administration of the terms of the Settlement will be \$6,650.00. This fixed fee is the sum of the following fees/costs: (1) Case Startup: \$325.00; (2) Project Management: \$1,960.00; (3) Notification & Mailing: \$640.00; (4) Distribution, which includes EIN, Bank Acct*/QSF Setup:

³ Under section 1.35 of the Agreement, a Participating Class Member is “a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.”

⁴ Under section 1.24 of the Agreement, an 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.”

\$2,759.20; and (5) Case Conclusion: \$965.00. A true and correct copy of the Estimate from ILYM Group, Inc., is attached hereto as **Exhibit 3**.

45. Of the three bids my office obtained for administration of the Settlement, the bid from ILYM Group, Inc., was the lowest, and in my experience, is reasonable based on the size of the Class and the work tasks required from the Administrator by the Settlement. The Settlement allocates up to \$10,000.00 for Administrator expenses. To the extent the Administrator expenses are less than, or the Court approves a payment less than, \$10,000.00, the Administrator will allocate the difference to the Net Settlement Amount for distribution to Participating Class Members.

46. Under the Agreement, Class Members will have 60 days after the Administrator mails their respective Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Member's respective Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax or email.

Class Notice Procedure

47. Under the Agreement, no later than three (3) business days after the Administrator receives the Class Data⁵ from Defendant, the Administrator will notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data. No later than fourteen (14) days after receipt of the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class UPSP mail, the Class Notice in English and Spanish. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If no such address is provided by the USPS, the Administrator will conduct a Class Member Address Search⁶ and re-mail the Class Notice to

⁵ Defined in section 1.8 of the Agreement as "the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods."

⁶ Under section 1.10 of the Agreement, a "Class Member Address Search" means "the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members."

the most current address obtained. The Administrator will have no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned a second time.

48. The proposed method of giving the Class Notice is most likely to give actual notice to the greatest number of Class Members because Class Members can be identified easily by way of Defendant's personnel records, which include Class Members' full names, mailing addresses, and telephone numbers. Because these records exist, I did not consider alternative methods of notice.

49. Class Members are laborers, primarily male, a significant amount of which speak Spanish. I believe that the Class Notice, as drafted, is likely to be understood by Class Members.

Contents of the Class Notice

50. The Class Notice informs Class Members of the proposed Settlement, orients them to the nature of the case, discloses the important terms of the Settlement and how the Settlement will be administered, describes how Class Members may exclude themselves from the Settlement, and alerts them to the effect of not-opting out of the Settlement. The first page of the Class Notice will prominently estimate the dollar amounts of any Individual Class Payment and/or individual PAGA Payment payable to the Class Member and state the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. The Notice will also describe the procedure for challenging these calculations. The Class Notice will be sent to Class Members in English and Spanish.

51. The Class Notice discloses the name and contact information of Class Counsel, the website of the Administrator, the Court's address, and the Court's website for information on remote appearances (<https://www.riverside.courts.ca.gov/remoteppearance>) and review of filings in this Action (<https://epublic-access.riverside.courts.ca.gov/public-portal>).

Final Report and Handling of Uncashed/Cancelled Checks

52. Within 10 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. (Agreement, § 7.8.6.) Any funds associated with checks that are uncashed and cancelled after the void date will be sent to the California Controller's Unclaimed Property Fund in the name of the respective Participating Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of Code Civ. Proc., § 384, subd. (b). (*Id.*, § 4.4.3.).

Class Counsel's View of the Settlement

53. While the \$250,000.00 Gross Settlement Amount represents a significant discount on the overall maximum potential exposure, assuming Plaintiff prevails on all issues pertinent to class certification, liability on all claims, and proven damages as estimated, this reduction in compromise is extremely reasonable considering the substantial risks Plaintiff and the Class face on class certification, liability, damages, and manageability.

54. Potential challenges for Plaintiff include, but are not limited to, the following: (1) securing sufficient admissible evidence in support of the claim that Class Members had to, and did, report to work 30 minutes before the start of their shifts to perform preliminary work; (2) producing sufficient admissible evidence to calculate time spent by Class Members washing and drying uniforms; (3) producing sufficient admissible evidence in support of the claim that meal and rest breaks were regularly not provided to Class Members; and (4) successfully opposing Defendant's petition to compel arbitration of Plaintiff's claims on an individual basis.

55. Absent a settlement, the class claims may very well be extinguished by an order to arbitrate Plaintiff's claims on an individual basis. Even if Plaintiff was to successfully oppose Defendant's petition to compel arbitration, the parties would likely spend considerable time, effort, and money on additional discovery and depositions, including substantial meet and confer and motion work, preparing Plaintiff's motion for class certification and opposing Defendant's likely motion to decertify the class (if class certification were granted), in addition to likely filing cross-motions of summary judgment. Indeed, even if Plaintiff is successful at proving all of his claims at trial and recovered the full amount of damages as estimated, it is likely that Defendant would appeal any judgment in Plaintiff's favor, potentially drawing out the litigation for many more years with no guarantee of recovery by Plaintiff or the Class.

56. As a result, the parties would incur substantially more attorney's fees and costs through trial. Thus, in considering the adequacy and fairness of the proposed settlement, I acknowledged the cost and delay of continued proceedings necessary to prosecute the action through trial and appeal and carefully considered the uncertain outcome and the risks associated with any litigation, particularly complex actions such as this. I am also mindful of the inherent problems of proof, and the possible

1 defenses to the claims asserted in this Action. Although Plaintiff asserts that Defendant is liable to all
2 Class Members for their unpaid wages, expenses, damages, and penalties, none of the claims are
3 certain. While Plaintiff believes that the case possesses substantial merit, the litigation cannot
4 legitimately be characterized as being one without risk or one where Plaintiff would inevitably prevail
5 at trial. In fact, the risk that individual questions of fact will predominate is extremely high with respect
6 to all the claims except the reimbursement claim, which is the strongest class claim.

7 57. In the absence of a settlement, Plaintiff and the Class would not see any monetary
8 recovery for years, assuming they obtain class certification, prevail at trial, and successfully defend
9 against any appeal. Granting approval of the settlement, however, will guarantee payment of the Gross
10 Settlement Amount of \$250,000, which would streamline the litigation process and provide prompt
11 payment to Class Members who decide to participate in the Settlement. As demonstrated herein, the
12 payments to Class Members are meaningful and provide the best solution for this case considering the
13 risks involved in continuing litigation, the delay, and the expenses the parties will incur, and the fact
14 that this Court has not yet addressed the class certification, liability, and damages issues. Class
15 Members will receive a pro rata portion of the Net Settlement Amount, such that those who worked a
16 greater number of Workweeks during the Class Period, and who presumably would have experienced
17 more Labor Code violations, will receive a larger portion of the Net Settlement Amount.

18 58. Throughout this litigation, Defendant was represented experienced counsel, who
19 mounted a strong defense against the claims asserted. Defendant has denied any liability for the claims
20 alleged, contending among other things, that Plaintiff's claims are subject to arbitration, that
21 Defendant's actions conformed with applicable law, and that Plaintiff's claims cannot be certified as a
22 class because Plaintiff cannot satisfy the prerequisites for class certification.

23 59. In reaching the proposed Settlement, I carefully considered the strength of the case
24 versus the amount offered in settlement; the risk, expense, and complexity and likely duration of further
25 litigation, obtaining class certification, and maintaining class certification through trial; the present state
26 of the law as it applies to wage-and-hour and PAGA actions; and the burdens of proof necessary to
27 establish liability against Defendant. After considering these factors, I concluded that the proposed
28 Settlement is fair, adequate, and reasonable.

60. As set forth below, I am well qualified to evaluate the class claims and viability of defenses in this action based on my experience in other similar cases. As such, I strongly support this settlement and believe it provides the best resolution for this Action.

The Class Representative Payment is Reasonable

61. The Settlement Agreement provides for, and Plaintiff respectfully requests, a Class Representative Service Payment in an amount not to exceed \$10,000.00, which will be in addition to the Individual Class Payment and Individual PAGA Payment that Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee.

62. Plaintiff spent numerous hours responding to discovery, preparing for and sitting for his deposition, and participating in mediation. He worked closely with my office to protect the best interests of the Class. Plaintiff's participation was essential in allowing my firm to reach a proposed settlement on behalf of the Class.

63. Plaintiff also assumed the risk of an adverse judgment and the financial responsibility of such judgment by maintaining this Action. By stepping forward as class representative, Plaintiff jeopardized the availability of prospective employment because his name is now associated with a lawsuit against his former employer. Given the risks he took, work he performed, and privacy he sacrificed for the benefit of the Class, I believe that the requested Class Representative Service Payments, in the amount of \$10,000, is fair and reasonable and is in line with awards granted in similar actions.

The Requested Class Counsel Fees and Expenses Payments are Reasonable

64. Class Counsel will request a Class Counsel Fees Payment in the amount of one-third of the Gross Settlement (i.e., \$83,333.33) and a Class Counsel Litigation Expenses Payment in an amount of not more than \$13,000.00.

65. The fee is warranted and reasonable because of the substantial work and effort incurred to achieve the settlement on behalf of the Class and the real and significant monetary relief obtained. This work includes, inter alia, preparing and filing a pre-litigation notice with the LWDA, preparing and filing the complaint; reviewing and analyzing Defendant's answer, defending Plaintiff's deposition; analyzing Defendant's records, including its company policies and timekeeping and payroll records for

1 Plaintiff and Class Members; propounding discovery and reviewing Defendant's discovery responses;
2 taking Defendant's PMQ deposition and the deposition of Defendant's manager; attempts to contact
3 putative class members; questioning putative class members; performing legal and factual research;
4 preparing for and participating in mediation; and negotiating a settlement of the Action.

5 66. The fee request at final approval will be supported by a detailed explanation of Class
6 Counsel's experience, hourly rate, and explanation of the amount of time worked on the various tasks
7 performed on behalf of Plaintiff and the Class. Similarly, the expense request will be supported at the
8 time of final approval with an itemization of the expenses incurred. Class Counsel's request for
9 attorney's fees in the amount of \$83,333.33, representing one-third of the Gross Settlement Amount, is
10 both reasonable and fair in light of the time, money, and effort my firm invested in this case to date.

11 67. My firm has committed and continues to commit significant financial and staffing
12 resources to the representation of Class Members. This work ultimately resulted in the proposed
13 Settlement, which provides significant benefits to Participating Class Members. Moreover, my firm
14 undertook this action on a contingency basis, thereby bearing all of the expenses of this very complex,
15 risky, expensive, and time-consuming litigation.

16 68. In making a fee request in a class action case, I analyze the factors that a court must
17 consider in awarding fees. I believe that such circumstances exist here to justify the requested
18 attorney's fees award of \$83,333.33, including: (a) the work involved in achieving an excellent result
19 for the Class and bringing the action to an efficient conclusion; and (b) the associated risks to my firm
20 in taking the matter on a contingent basis.

21 69. All expenses incurred were necessary for the prosecution of this action, would otherwise
22 have been billed to a client paying for my firm's services on a non-contingency basis, and are
23 reasonable for a case such as this in which substantial discovery and investigation took place over the
24 more than three years since the filing of this Action. Class Counsel's request for reimbursement of
25 actual litigation expenses, which I anticipate will not exceed \$13,000, is reasonable, and all expenses
26 were necessarily incurred in pursuit of the Action and settlement thereof.

27 70. In my opinion, the requested fee award takes into account the excellent result and risk
28 undertaken in bringing this case on a purely contingency basis, advancing all costs to date, and

1 deferring payment for all the time that my firm has worked on this case, with no guarantee that any of
2 the fees and expenses incurred would ever be recovered.

3 71. I believe that the fees and expenses requested are fair, reasonable, and necessarily
4 incurred in pursuit of the Action and this Settlement. I believe that the time spent working on this case
5 by myself and staff from my firm reflect the reasonable and necessary amount of time to properly
6 represent the interests of the Class.

7 **Disclosure of Fee Sharing Agreement**

8 72. Pursuant to California Rule of Court (“CRC”), rule 3.769, I must disclose any fee
9 sharing agreement I have with any other attorney with respect to attorney’s fees in this Action.
10 Originally, another attorney, Jose Garay, signed a retainer with Plaintiff to represent him in this matter.
11 Plaintiff signed this retainer on September 12, 2021. The retainer included a fee split with 85% going
12 to Garay Law, APLC and 15% going to Law Offices of Arnulfo F. Gutierrez. This retainer agreement
13 is in Spanish. I do not know if an English version exists.

14 73. Jose Garay referred Plaintiff to me in November 2021. It is my understanding that
15 Plaintiff was previously referred to Mr. Garay by attorney Arnulfo F. Gutierrez. While Mr. Garay
16 initially agreed to represent Plaintiff, Mr. Garay later decided to refer the case to me. Mr. Garay, Mr.
17 Guterrez, and I agreed at some point to a fee split of 42.5% to my firm, 42.5% to Mr. Garay’s firm,
18 and 15% to Mr. Gutierrez’s firm. To the best of my knowledge, we never memorialized our agreement
19 in writing. Nonetheless, Plaintiff gave written consent to that fee split. In October 2024, Plaintiff
20 signed a consent to this fee split.

21 74. As there is no signed fee sharing agreement that I am aware of between myself, Jose
22 Garay and Arnulfo Gutierrez, I do not believe that a valid fee sharing agreement exists under California
23 Rule of Professional Conduct, rule 1.5.1. However, I am disclosing these events to ensure compliance
24 with California Rule of Court, rule 3.769.

25 75. On March 28, 2025, I reached out to Messrs. Garay and Gutierrez via email with
26 concerns about improper communications from these attorneys to Plaintiff. Based on the responses that
27 I received from Messrs. Garay and Gutierrez, it appears that Mr. Garay is under the impression that he
28 still represents Plaintiff in this matter. I expect that one or both attorneys may attempt to intervene to

1 make a claim for attorney's fees. Notwithstanding these attorneys' claims, my office has worked up
2 this case, including preparing and filing the LWDA letter, pleadings, attending status conferences,
3 taking and defending depositions, propounding and answering discovery, attending mediation,
4 advancing costs, negotiating a settlement and preparing this motion for preliminary approval.

5 76. Under CRC rule 3.769, as interpreted in the case of *Mark v. Spencer* (2008) 166
6 Cal.App.4th 219, attorney fee sharing agreements in the context of a class action settlement must be
7 disclosed to the court reviewing the settlement. (*Mark*, supra, 166 Cal.App.4th at p. 223.) "To fulfill its
8 role in protecting absent class members, the class action court must consider the potential effect of a
9 fee-splitting agreement before approving a proposed settlement." (*Mark*, supra, Cal.App.4th at p. 227.)
10 In the interest of full disclosure, I had a recent fee dispute with Mr. Garay and his firm in another case.

11 77. Should the Court determine that a valid fee sharing agreement exists between Salusky
12 Law Group, Jose Garay, APLC, and the Law Office of Arnulfo F. Gutierrez, **I respectfully request**
13 **that the Court allow Mr. Garay and Mr. Gutierrez to make separate motions for any attorney's**
14 **fees and/or costs they may claim in the settlement of this Action.**

15 **Provisional Certification of the Class is Appropriate**

16 78. For the purposes of settlement only, Plaintiff contends, and Defendant does not dispute,
17 that provisional certification of the Class is appropriate. Documents and information exchanged during
18 the litigation reflect a class size of approximately 194 Class Members. The class definition is precise,
19 objective, and presently ascertainable, and it makes abundantly clear who is a Class Member. In
20 addition, Class Members can be identified easily by way of Defendant's personnel records, which
21 include Class Members' full names, mailing addresses, telephone numbers, and dates of employment
22 during the applicable time periods.

23 79. During discovery and informal exchange of information, Defendant produced its
24 policies and time and pay records for a random 30 percent sample of Class Members. Defendant also
25 produced its PMQ and manager for deposition. After reviewing the documents and data produced, and
26 taking depositions, I believe common issues of fact and law predominate as to each of the claims
27 alleged by Plaintiff on behalf of Class Members, because the legality of Defendant's policies and
28 practices including, but not limited to, Plaintiff's allegation that Class Members were not timely paid

1 all wages owed, were not provided compliant meal and rest periods, and were not reimbursed for
2 necessary business expenses, are common questions applicable to all Class Members.

3 80. At all times during his employment with Defendant, Plaintiff performed the same or
4 similar duties as other Class Members and contends that he is similarly situated with the other Class
5 Members. Plaintiff was subject to the same policies and procedures during the relevant time period
6 which he contends were similarly applicable to all other Class Members. Therefore, the claims asserted
7 are typical of the Class he seeks to represent. Moreover, the issues central to this litigation, which
8 Plaintiff alleges on behalf of himself and all other similarly situated persons, include all of the
9 following:

10 a. Whether Defendant failed to pay all minimum and overtime wages owed to Class
11 Members;

12 b. Whether Defendant failed to reimburse Class Members for all necessary business
13 expenses;

14 c. Whether Defendant failed to authorize and permit Class Members to take uninterrupted,
15 off-duty rest periods;

16 d. Whether Defendant failed to provide Class Members off-duty meal periods;

17 e. Whether Defendant's practices constitute unfair business practices; and

18 f. Whether Defendant is liable for civil penalties for violations of the Labor Code.

19 81. Plaintiff has no conflict of interest with the Class and has, along with his counsel,
20 worked toward a positive resolution of this Action, demonstrating his interest in prosecuting this
21 Action, and dedication to obtaining the best possible recovery for the Class. In addition, Plaintiff's
22 interests are coextensive with those of the Class and he seeks relief identical to that sought by every
23 other Class Member. Since all Class Members need to demonstrate the same elements to recover on
24 their claims, the interests of Class Members are sufficiently aligned with Plaintiff's, and Plaintiff can be
25 expected to pursue the interests of all Class Members adequately. In addition, Plaintiff retained counsel
26 with extensive experience in prosecuting complex wage and hour class actions who has worked
27 diligently to obtain the proposed settlement for the Class. I believe that this case could not have
28

1 continued without Plaintiff's efforts and desire to obtain this outcome for the Class. There are no
2 known conflicts between Plaintiff, Class Counsel, and Class Members.

3 82. By consolidating more than 194 potential individual actions into a single proceeding,
4 this Court's use of the class action device enables it to manage this litigation in a manner that promotes
5 a better use of the time, effort, and expense for the litigants and the judicial system. Absent class
6 treatment, similarly situated employees with small, but nevertheless potentially meritorious claims for
7 damages would, as a practical matter, have no means of redress because of the time, effort, and expense
8 required to prosecute individual actions. Accordingly, I believe class treatment is superior to other
9 available methods for the fair and efficient adjudication of this controversy.

10 **Experience and Qualifications of Class Counsel**

11 83. Salusky Law Group, APC specializes in the areas of wage and hour litigation as well as
12 wrongful termination, retaliation and whistleblower claims. I graduated from the University of San
13 Diego School of Law and obtained my Juris Doctor degree in June 2002. I became licensed to practice
14 law in the state of California in November 2002. Since first obtaining my license, I have continuously
15 remained in good standing as a member of the California Bar. I also took the Nevada Bar examination
16 in 2006 and became licensed to practice law in Nevada that same year. Since first obtaining my
17 license, I have continuously remained in good standing as a member of the Nevada Bar. I have never
18 been contacted by the California or Nevada bar about any complaint against me.

19 84. From 2002 through 2016, I worked on the defense side, primarily representing public
20 entities. During that time, I handled the litigation and defense of catastrophic personal injury matters,
21 employment cases and police excessive force claims, including taking multiple cases to trial. My
22 representative clients included the Cities of Newport Beach, Irvine, Tustin, Garden Grove, San Juan
23 Capistrano, Beverly Hills, Torrance, Palm Springs, and Duarte, among others. I also represented
24 Capistrano Unified School District, the Orange County Transportation Authority, Regional Center of
25 Orange County, and the San Diego Housing Commission.

26 85. From January 2017 through December 2020, I served as the managing partner at
27 Mahoney Law Group, APC. In my role as the managing partner, I helped grow the caseload from
28 approximately 150 to 500 matters. I also grew the team from 10 to 30 people, half attorneys and half

1 support staff. I managed and supervised all attorneys and support staff, while directing the litigation
2 strategy for approximately 500 cases, the majority of which were employment law matters. My
3 responsibilities included performing regular monthly case reviews on all files with each assigned
4 handling attorney. I estimate that I supervised approximately 150 wage and hour class action lawsuits
5 at any given time. This included managing the litigation strategy, selection of experts, formulation of
6 the trial plan, providing direction regarding key depositions to take, review and approval of Belaire
7 West notices, motions for class certification, motions for preliminary approval, motions for final
8 approval, mediation briefs and settlement agreements. I regularly attended mediations and negotiated
9 settlements. I also took key depositions of the person most qualified and percipient witnesses and
10 defended depositions of our class representatives. I was responsible for training attorneys in our office
11 on how to take an effective deposition, how to prepare our class representative clients for deposition,
12 how to frame the issues and prepare for a successful mediation, and how to gather the necessary
13 evidence to prevail on a motion for class certification.

14 86. In January 2021, I opened my own firm, which focuses on PAGA and wage and hour
15 class action litigation, as well as wrongful termination, retaliation and whistleblower claims. I am
16 currently handling the day-to-day responsibilities and litigation strategy for eight (8) wage and hour
17 class action lawsuits. I have co-counsel on 5 of the 8 cases. I recently tried a PAGA action, resulting in
18 a split verdict. Both Plaintiffs and Defendants filed appeals and Court of Appeal partially reversed the
19 trial court's rulings. (*Dezan v. Dignity Health,, et al., California Court of Appeal, Fourth Appellate*
20 *District, Division 1, Case No. D081552*). The case has been sent back to the trial court for further
21 proceedings. Like most, if not all class actions, it required voluminous evidence to prove damages as
22 well as extensive expert testimony and additional discovery.

23 87. I recently litigated a wage and hour class action lawsuit entitled *Gomez v. Children's*
24 *Institute, Inc.*, filed in Los Angeles Superior Court, Case No. 21STCV35411, along with companion
25 case *Gallegos v. Children's Institute, Inc.*, Case No. 21STCCV19276, which settled for \$1.85 million.
26 The issues included allegations that the employer failed to reimburse class members for work done off-
27 the-clock, non-compliant meal and rest breaks, failure to reimburse for necessary business expenses,
28 wage statement violations, and penalties. On or around May 10, 2023, the court granted preliminary

1 approval of the settlement. The motion was granted on the first attempt. In late 2023, the court granted
2 final approval. The case funded and is now dismissed.

3 88. I recently litigated a wage and hour class action lawsuit entitled *Garcia v. Wal-Mart*
4 *Stores, Inc.*, filed in United States District Court, Central District of California, Case No. 5:16-cv-
5 01645 TJH (RAOx), which settled for \$2.25 million. The case is currently pending final approval. My
6 office, together with Janelle Carney, Attorney at Law, APC; the Law Office of Joseph Antonelli; Law
7 Offices of Kevin T. Barnes; and Law Offices of Raphael A. Katri litigated this case together and
8 maintained the best interests of the class members in ultimately settling the matter. The parties were
9 prepared to try the case on May 30, 2023. On or around September 8, 2022, my firm associated into the
10 case for the purpose of serving as co-counsel at trial. Subsequently, while preparing the case for trial,
11 Defendant agreed to attempt one more mediation with Judge West. On May 10, 2023, the Parties
12 participated in a second mediation with Judge West, which resulted in a settlement. The Final
13 Approval Motion was filed and we are awaiting a ruling from the court.

14 89. It is my opinion that this Settlement is fair, adequate, and reasonable, and in the best
15 interest of the Class. The Settlement is a good result by any measure, in light of Defendant's formidable
16 arguments against liability and the real possibility that Plaintiff is ordered to arbitrate his claims.
17 Considering these issues, and the fact that the Settlement was the product of arm's-length negotiations
18 between experienced counsel, I believe the settlement should be preliminarily approved, Plaintiff
19 should be appointed Class representative, and Salusky Law Group should be appointed Class Counsel.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this 9th day of July 2025, at Long Beach, California.

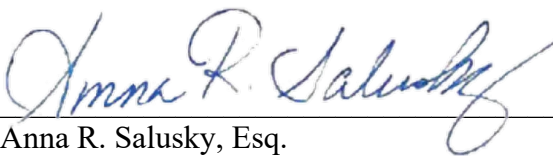
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25 Anna R. Salusky, Esq.

EXHIBIT 1

CLASS ACTION SETTLEMENT AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Mario Villalpando v. South Corona Auto Spa, LP

Superior Court of the State of California, County of Riverside, Case No. CVRI2200998

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Mario Villalpando (“Plaintiff”) and Defendant South Corona Auto Spa, LP (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.” The Agreement is made subject to the approval of the Superior Court of the State of California for the County of Riverside (“Court”) and the terms and conditions are set forth herein.

1. DEFINITIONS

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Villalpando v. South Corona Auto Spa, LC*, Case No. CVRI2200998, initiated on March 10, 2022, and pending in Superior Court of the State of California, County of Riverside.
- 1.2. “Administrator” means ILYM Group, Inc., 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 to reimburse its reasonable fees and expenses 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 employed by Defendant in California as an hourly non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means “All persons who are employed or have been employed by Defendant in the State of California, as hourly non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Anna Salusky of Salusky Law Group, 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 prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from March 10, 2018, through ninety days from the date of the fully executed Agreement or ninety (90) days after the date of Preliminary Approval, whichever comes first.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Riverside.
- 1.16. “Defendant” means named Defendant South Corona Auto Spa, LP.
- 1.17. “Defense Counsel” means William Jemmott of Law Offices of Stacey L. Tokunaga.
- 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:

- (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
- (ii) 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 Fifty Thousand Dollars (\$250,000) 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.
- 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 section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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- 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 March 10, 2021 through ninety (90) days after the date of the fully executed Agreement, or 90 days after the date of Preliminary Approval, whichever comes first.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s November 26 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(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 (\$2,000.00) and the 75% to LWDA (\$6,000.00) in settlement of all PAGA claims during the PAGA Period.
- 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 Mario Villalpando, 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 6.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and/or affiliates.
- 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 [e.g., 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) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or 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.

2. RECITALS

- 2.1. On March 10, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for Failure to Provide Compliant Meal Periods (Labor Code §§ 226.7, 512); Failure to Provide Compliant Rest Periods (Labor Code § 226.7, Wage Order 9); Failure to Pay Minimum Wage and Overtime Wages (Labor Code §§ 204, 510, 1194); Failure To Reimburse For Necessary Expenditures (Labor Code § 2802); Failure to Keep Accurate Wage Statements and Maintain Records (Labor Code §§ 226, 1174); Failure to Pay Wages Due at Separation of Employment (Labor Code §§ 201, 202, 203); Unfair Business Practices (Business and Professions Code § 17200 et seq.) and; Penalties Under PAGA (Labor Code §§ 2698-2699). The Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On February 9, 2023, the Parties participated in an all-day mediation presided over by Alan Berkowitz, Esq., at Judicate West. While the case did not settle that day, after further discovery in this matter, the Parties reached a settlement on October 11, 2024 in the Action.
- 2.4. Prior to negotiating the Settlement, Plaintiff obtained, through formal discovery, a 30% sampling of class data, including wage statements and timekeeping records. Plaintiff propounded written discovery upon Defendant and obtained responses. As part of the discovery process, Plaintiff obtained the employee handbook and other policies and procedures used by Defendant. Plaintiff took the deposition of Defendant's Person Most Qualified. Plaintiff also sat for a deposition. Plaintiff, by and through counsel, interviewed multiple Class Members regarding their working conditions. On or around October 10, 2023, ILYM sent out the Bel Aire West Notice to 194 Class Members and only 4 opted out. Defendant filed a motion to compel arbitration. The case settled prior to the hearing and ruling on the motion. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*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 8 below, Defendant agrees to pay Two Hundred Fifty Thousand Dollars (\$250,000) 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 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

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- 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff, as Class Representative, of not more than Ten Thousand Dollars (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive under this Agreement) as a service award to Plaintiff for initiating and participating in the Action, and in exchange for Plaintiff's general release of all claims against Defendant, as outlined in Paragraphs 5.1 and 5.1.1 of this Agreement. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any employee taxes owed on his Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Eighty Three Thousand Eight Hundred Thirty Three 33/100 Dollars (\$83,333.33), and a Class Counsel Expenses Payment of not more than Thirteen Thousand Dollars (\$13,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Expenses Payment.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000, except for a showing of good cause and as approved by the Court. To the extent the Administrator expenses are less, or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$8,000.00 to be paid from the Gross Settlement Amount, with 75% (\$6,000.00) allocated to the LWDA PAGA Payment and 25% (\$2,000.00) allocated to the Individual PAGA Payments.

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- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,000.00) 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.
 - 3.2.4.2. 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 Form.
 - 3.2.5. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.5.1. Tax Allocation of Individual Class Payments. The Parties agree that 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.5.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, as of October 1, 2024, when the Parties mediated, Defendant estimates there are 194 Class Members who collectively worked a total of 7,672 Workweeks, and 139 Aggrieved Employees who worked a total of 4,960 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously 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 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 10 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administrator Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Service Payment.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them, as described below, via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a Class Member Address Search for all Participating Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check 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 Participating Class Members and Aggrieved Employees whose re-mailed

checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member or Aggrieved Employee prior to the void date.

- 4.4.3. For any Participating Class Member or Aggrieved Employee whose respective 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 respective Participating Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (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 Participating Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE 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, Aggrieved Employees, and Participating Class Members will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff releases all Released Parties from any claims during the Class Period that were or that could have been pled in the Operative Complaint based on the facts alleged in the causes of action in the Action, including but not limited to claims under Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698-2699, 2800, 2802, the applicable Wage Orders, and Business & Professions Code section 17200, and Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor 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.

- 5.2. Release by Participating Class Members: All Participating Class Members release all Released Parties from any claims during the Class Period that were or that could have been pled in the Operative Complaint based on the facts alleged in the causes of action in the Action, including but not limited to claims under Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698-2699, 2800, 2802, the applicable Wage Orders, and Business & Professions Code section 17200, and Plaintiff's PAGA Notice (Participating Class Members' Release). 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 claims, or claims based on facts occurring outside the Class Period.
- 5.3. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their successors and assigns, 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 PAGA Notice (Aggrieved Employees' Release).

6. MOTION FOR PRELIMINARY APPROVAL.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the proposed Class Notice; (ii) a draft of the memorandum in support of the Motion for Preliminary Approval, that includes an analysis of the Settlement under *Dunk/Kullar*, and a request for approval of the PAGA portion of the Settlement under Labor Code section 2699, subdivision (f)(2); (iii) a draft proposed Order Granting Preliminary Approval and Approval of Class Action and PAGA Settlement; and (iv) a signed declaration from Class Counsel attesting to its competency to represent the Class Members and its timely transmission to the LWDA of all necessary PAGA documents. Counsel will provide the drafts in (i), (ii), and (iii) to Defense Counsel at least seven days before filing for review and comment.
- 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, 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 ILYM Group, Inc., to serve as Administrator and verified that, as condition of appointment, ILYM Group, Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administrator Expenses Payment. 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 section 468B-1.
- 7.4. Notice to Class Members.
 - 7.4.1. No later than (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, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.
 - 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 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 Service (“USPS”) mail, the Class Notice, in English and Spanish, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional [14] days beyond the [60] days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with

the re-mailed Class Notice.

- 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves from the Settlement must send the Administrator, by fax or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name and address. To be valid, a Request for Exclusion must be timely faxed or postmarked by the Response Deadline.
- 7.5.2. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded from the Settlement. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member, shall not be bound by the release in Paragraph 5.2 of this Agreement, and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

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- 7.5.5. Every Aggrieved Employee is bound by the PAGA release identified in Paragraph 5.3 of this Agreement and is eligible for an Individual PAGA Payment.
- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods, and the Administrator's determination of the challenges, to Defense Counsel and Class Counsel.
- 7.7. Objections to Settlement.
- 7.7.1. Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement, and/or the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment and/or the Class Representative Payment.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax or mail. In the alternative, Participating Class Members may appear in Court (or retain an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,

Class Counsel Expenses Payment and Class Representative Payment, and the Final Approval Order and Judgment. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member calls and faxes.

- 7.8.2. Requests for Exclusion and Exclusion Lists. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense 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; and (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 received, objections received, and challenges to Workweeks and/or PAGA Pay Periods received (“Weekly Report”). The Weekly Reports must include 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 PAGA 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 PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5. Administrator’s Declaration. Not later than 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 Notices, 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 and invalid), the number of written objections, and 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 in Court.
- 7.8.6. Final Report by Administrator. Within 10 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 [15] 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 records, Defendant confirms that as of October 1, 2024, there are 194 Class Members who worked a total of 7,672 Workweeks running from the beginning of the Class Period. The Parties agree that if, as of the last day of the Class Period, the total number of Workweeks for all Class members exceeds 8,823 (which is 15% above 7,672), then the Gross Settlement Amount will increase proportionately, on a percentage basis, with any increase in total Class Member Workweeks above 8,823 (i.e., a 1% rise above 8,823 will cause a 1% rise in the Gross Settlement Amount). The final number of Workweeks will be provided to Class Counsel and the Administrator by Defense Counsel no later than April 30, 2025.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, or, regardless of the percentage of valid Requests for Exclusion, the combined Individual Class Payments of all valid Requests for Exclusion identified in the Exclusion List amount to 5% or more of the Net Settlement Amount, Defendant may, but is not obligated, elect to withdraw from the Settlement. Should the percentage of valid Requests for Exclusion exceed 15% of the Class, or should the combined Individual Class Payments of all valid Requests for Exclusion reach 5% of the Net Settlement Amount, the Administrator shall notify counsel for all Parties via email immediately. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that the Parties will have no 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 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously

work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to 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 section 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 purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2. Confidentiality. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members, the LWDA, the Court, and the Administrator in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.

- 12.6. 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.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R., Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action, and in this Agreement, relating to the confidentiality of information, shall survive the execution of this Agreement.
- 12.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.15. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.16. 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.

- 12.17. 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, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

ACCEPTED AND AGREED:

Dated: 05 / 16 / 2025



Plaintiff, MARIO VILLALPANDO

Dated: 6/3/2025

SALUSKY LAW GROUP, APC



Anna R. Salusky, Esq.
Attorney for Plaintiff MARIO VILLALPANDO
and on behalf of all employees similarly situated

Dated: _____

_____,
Defendant, SOUTH CORONA AUTO SPA, LP,
its _____

Dated: _____

LAW OFFICES OF STACEY L. TOKUNAGA

William Jemmott, Attorney for Defendant,
SOUTH CORONA AUTO SPA, LP

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.

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ACCEPTED AND AGREED:

Dated: _____

Plaintiff, MARIO VILLALPANDO

Dated: _____

SALUSKY LAW GROUP, APC

Anna R. Salusky, Esq.
Attorney for Plaintiff MARIO VILLALPANDO
and on behalf of all employees similarly situated

Dated: 06/03/25

Defendant, SOUTH CORONA AUTO SPA, LP,
its _____

Dated: 6/3/2025

LAW OFFICES OF STACEY L. TOKUNAGA

William Jemmott; Attorney for Defendant,
SOUTH CORONA AUTO SPA, LP

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Mario Villalpando v. South Corona Auto Spa, LP, Superior Court of California, County of Riverside;
Case No. CVRI2200998

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against South Corona Auto Spa, LP (“South Corona”), for alleged wage and hour violations. The Action was filed by a former South Corona employee, Mario Villalpando (“Plaintiff”), and seeks payment of (1) unpaid wages and other relief for a class of hourly, nonexempt employees (“Class Members”) who worked for South Corona during the Class Period (March 10, 2018, to [DATE]); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly, non-exempt employees who worked for South Corona during the PAGA Period (March 10, 2021, to [DATE]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring South Corona to fund Individual Class Payments, and (2) a PAGA Settlement requiring South Corona to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on South Corona’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$[AMOUNT] (less withholding), and your Individual PAGA Payment is estimated to be \$[AMOUNT]**. The actual amount you may receive may be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to South Corona’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.

The above estimates are based on South Corona’s records showing that **you worked [NUMBER] workweeks** during the Class Period, and **you worked [NUMBER] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either respective period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires South Corona to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against South Corona.

If you worked for South Corona during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against South Corona.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against South Corona (subject to applicable time limitations), and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

South Corona will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against South Corona that are covered by this Settlement ("Released Claims," as defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed Settlement, you can opt-out of the Class Settlement by completing the included Opt-Out Form and mailing or faxing it to the Administrator by the Opt-out Deadline. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. South Corona must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [DATE]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to South Corona's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former South Corona employee. The Action alleges South Corona violated California labor laws by: (1) failing to provide compliant meal periods; (2) failing to provide compliant rest periods; (3) failing to pay minimum wage and overtime wages; (4) failing to reimburse for necessary business expenses; (5) failing to keep accurate wage statements and maintain records; (6) failing to pay wages due at separation of employment; and (7) unfair business practices. Based on these same claims, Plaintiff has also asserted (8) a claim for civil penalties under the California Private Attorneys General Act, or "PAGA" (Labor Code sections 2698 through 2699.8). Plaintiff is represented by the following attorneys in the Action: Anna R. Salusky of Salusky Law Group, APC ("Class Counsel.")

South Corona strongly denies the allegations in the Action and contends that it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

Plaintiff and South Corona negotiated a mutually agreeable settlement, through arms-length negotiations. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and South Corona have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, South Corona does not admit any violations or concede the merit of any claims. The Court has made no determination whether South Corona or Plaintiff is correct on the merits.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) South Corona has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved

the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. South Corona Will Pay \$250,000.00 as the Gross Settlement Amount (Gross Settlement). South Corona has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, South Corona will fund the Gross Settlement not more than 10 days after Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$83,333.33 (one-third of the Gross Settlement) to Class Counsel for attorney's fees and up to \$13,000.00 for their litigation expenses. To date, Class Counsel worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Payment to Plaintiff for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Payment will be the only monies Plaintiff will receive other than his Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$8,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and South Corona are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage

Portion is subject to withholdings and will be reported on IRS W-2 Forms. South Corona will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and South Corona have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt-out. The easiest way to notify the Administrator is to complete, sign, and send the enclosed Opt-Out Form by the [DATE] Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights (subject to applicable time limitations) to personally pursue wage and hour claims against South Corona.

You cannot opt-out of the PAGA portion of the Settlement. All Aggrieved Employees under the Settlement will remain eligible for Individual PAGA Payments and will be bound by the release of the PAGA Period PAGA claims in the Settlement.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and South Corona have agreed that, in either case, the Settlement will be void: South Corona will not pay any money and Class Members will not release any claims against South Corona.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc., (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide any Class Member Challenges over Workweeks and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and South Corona has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against South Corona or related entities for wages based on the Class Period facts, and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release all Released Parties from any claims during the Class Period that were or that could have been pled in the Operative Complaint based on the facts alleged in the causes of action in the Action, including but not limited to claims under Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698-2699, 2800, 2802, the applicable Wage Orders, and Business & Professions Code section 17200, and Plaintiff's PAGA Notice (Participating Class Members' Release). 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 claims, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and South Corona has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against South Corona, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against South Corona or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release (including both Participating and Non-Participating Class Members) is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their successors and assigns, 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 PAGA Notice (Aggrieved Employees' Release).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,000.00 (25% of the PAGA Penalties) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in South Corona's records, are stated in the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending the enclosed Worksheet Challenge Form to the Administrator via mail or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept South Corona's calculation of Workweeks and/or PAGA Pay Periods based on South Corona's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and South Corona's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. WHO WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out), including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and, if the Participating Class Member is also an Aggrieved Employee, the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit the enclosed Opt-Out Form or a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign the Opt-Out Form and include your full name and address. You must make the request yourself or through your representative. **You must send your request to the Administrator by [DATE], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and South Corona are asking the Court to approve. The Settlement Agreement is filed as Exhibit 1 to the following document: DECLARATION OF ANNA R. SALUSKY IN SUPPORT OF PLAINTIFF MARIO VILLALPANDO'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT. This document can be obtained by contacting Class Counsel or the Administrator. The document can also be viewed through the Court's website at: (<https://epublic-access.riverside.courts.ca.gov/public-portal>)

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 Approval Hearing.

At least 16 court days before the [DATE] Final Approval Hearing, Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorney's Fees, Litigation Costs, and Class Representative Payment, stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you electronic copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorney's Fees, Litigation Expenses and Class Representative Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Mario Villalpando v. South Corona Auto Spa, LP*, and include your name, current address, telephone number and approximate dates of employment for South Corona, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in **Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501**. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or remotely. Check the Court's website for current information regarding remote appearances: (<https://www.riverside.courts.ca.gov/remoteppearance>). The Court may reschedule the Final Approval Hearing. You should check the Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything South Corona and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to ILYM Group, Inc.'s website at <https://www.ilymgroup.com>. You can also contact Class Counsel using the contact information listed below, or consult the Riverside County Superior Court website at: (<https://epublic-access.riverside.courts.ca.gov/public-portal>). The Case Number for the Action is CVRI2200998. **Do not telephone the court to obtain information about the settlement.**

Class Counsel contact information is as follows:

Name of Attorney: Anna Salusky

Email of Attorney: asalusky@saluskylaw.com

Name of Firm: Salusky Law Group, APC

Mailing Address: 3738 Bayer Ave., Suite 104, Long Beach, CA 90808

Telephone Number: (568) 855-0004

Administrator contact information is as follows:

Name of Administrator: ILYM Group, Inc.

Address of Administrator: P.O. Box 2031, Tustin, CA 92781

Fax Number: (888) 845-6185

Telephone Number: (888) 250-6810

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

OPT-OUT FORM

Mario Villalpando v. South Corona Auto Spa, LP
Riverside County Superior Court, Case No. CVRI2200998

YOU MUST COMPLETE THIS FORM IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.

By signing and returning this form, I confirm that I do not want to be included in the Settlement of the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments under the settlement.

By opting out, I understand that I retain the right to file my own individual lawsuit against South Corona Auto Spa, LP.

I also understand that various time limitations apply the filing of civil actions, including but not limited to, civil actions for wage and hour claims such as those alleged in this Class Action.

By providing the following information, I affirm that I want to opt-out of the above class action:

First Name

Last Name

Current Mailing Address

City

State

Zip Code

Signature

Date

MAIL TO:

ILYM Group, Inc.,
RE: Villalpando v. South Corona Auto Spa, LP, Class Action Settlement
P.O. Box 2031
Tustin, CA 92781

IF YOU WISH TO OPT-OUT OF THIS SETTLEMENT, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE ADMINISTRATOR ON OR BEFORE [DATE]

WORKWEEK CHALLENGE FORM

Mario Villalpando v. South Corona Auto Spa, LP
Riverside County Superior Court, Case No. CVRI2200998

**YOU MUST COMPLETE THIS FORM IF YOU WISH TO CHALLENGE THE NUMBER OF
WORKWEEKS OR PAGA PAY PERIODS LISTED IN THE CLASS NOTICE.**

By signing and returning this form, I confirm that I challenge the number of Workweeks or PAGA Pay Periods allocated to me in the Class Notice I received pertaining to the lawsuit referenced above.

I am disputing the number of ☐ Workweeks ☐ PAGA Pay Periods.

The number of Workweeks allocated to me in the Class Notice is _____. I believe the correct number of Workweeks for me is _____.

The number of PAGA Pay Periods allocated to me in the Class Notice is _____. I believe the correct number of PAGA Pay Periods for me is _____.

Enclosed with this Workweek Challenge Form is documentation that supports my challenge to the allocated Workweeks and/or PAGA Pay Periods. I understand that the Settlement Administrator will not return copies of this documentation to me upon review.

I understand that the Settlement Administrator will provide copies of my challenge to Class Counsel and Defense Counsel and that the Settlement Administrator's determination of this challenge is final and not appealable or otherwise susceptible to challenge.

_____ First Name		_____ Last Name	
_____ Current Mailing Address		_____ City	_____ State
		_____ Zip Code	
_____ Telephone Number		_____ Last four digits of Social Security Number	
_____ Signature		_____ Date	

MAIL TO:

ILYM Group, Inc., RE: Villalpando v. South Corona Auto Spa, LP, Class Action Settlement
P.O. Box 2031, Tustin, CA 92781

**IF YOU ARE CHALLENGING THE NUMBER OF YOUR ELIGIBLE WORKWEEKS OR PAGA
PAY PERIODS, YOU MUST SIGN, POSTMARK, AND MAIL OR FAX THIS FORM TO THE
SETTEMENT ADMINISTRATOR ON OR BEFORE [DATE]**

OBJECTION FORM

Mario Villalpando v. South Corona Auto Spa, LP
Riverside County Superior Court, Case No. CVRI2200998

YOU MUST COMPLETE THIS FORM AND MAIL OR FAX IT TO THE ADMINISTRATOR IF
YOU WANT TO MAKE A WRITTEN OBJECTION TO ANY PART OF THE SETTLEMENT.

First Name		Last Name	
Current Mailing Address	City	State	Zip Code
Signature		Date	

I object to the Settlement, as follows: _____

MAIL TO:
ILYM Group, Inc.,
RE: Villalpando v. South Corona Auto Spa, LP, Class Action Settlement
P.O. Box 2031
Tustin, CA 92781

OR FAX TO: (888) 845-6185

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST COMPLETE AND FAX OR
MAIL THIS FORM TO THE ADMINISTRATOR ON OR BEFORE **[DATE]**

EXHIBIT 2

From: [DIR PAGA Unit](#)
To: [Anna Salusky](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, July 9, 2025 1:14:45 PM

07/09/2025 01:14:28 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

Case Name: Villalpando v. South Corona Auto Spa
Tuesday, March 25, 2025

Requesting Attorney:
Jerin Wilkinson
Salusky Law Group
jwilkinson@saluskylaw.com
562.855.0004

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	194
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$1,960.00
Notification & Mailing:	\$640.80
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,759.20
Case Conclusion:	\$965.00

Estimated ILYM Fees & Expenses: \$6,650.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Villalpando v. South Corona Auto Spa

Tuesday, March 25, 2025

Requesting Attorney's Name: Jerin Wilkinson

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$65.00	1	\$65.00
Toll Free Customer Service Representative	Flat Fee	\$75.00	1	\$75.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,960.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	194	\$291.00
USPS First Class Postage	Per Piece	\$0.75	194	\$145.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	29	\$58.20
Storage, Photocopies, Deliveries	Flat Fee	\$146.10	1	\$146.10

Subtotal \$640.80

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Villalpando v. South Corona Auto Spa

Tuesday, March 25, 2025

Requesting Attorney's Name: Jerin Wilkinson

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	194	\$194.00
USPS First Class Postage	Per Piece	\$0.65	194	\$126.10
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	19	\$29.10
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,759.20

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$500.00	1	\$500.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$965.00

Estimated ILYM Fees & Expenses: \$6,650.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.