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

ALEXIS SALCIDO-CEJA, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

MADRUGA ALVES CAR WASH, INC., a
California corporation; FAST TRACK CAR
WASH, LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No. CV-21-003878

Honorable Stacy Speiller
Department 22

CLASS ACTION

**DECLARATION OF KEVIN LEE IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS AND ENHANCEMENT
PAYMENT**

Date: September 6, 2024
Time: 8:30 a.m.
Department: 22

Complaint Filed: July 23, 2021
FAC Filed: November 7, 2023
Trial Date: None Set

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Settlement Administrator for *Salcido-Ceja v. Madruga Alves Car Wash, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or “Agreement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Class Notice”); (ii) responding to inquiries from Class Members; (iii) confirming the number of Workweeks each Class Member worked during the period from July 23, 2017 to June 25, 2022 (“Class Period”) and calculating the number of PAGA Pay Periods that each PAGA Group Member worked during the time period from April 28, 2021 to June 25, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to PAGA Group Members; (vii) issuing the payment to Class Counsel for Attorneys’ Fees and Costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On May 6, 2024, Phoenix received a data file from Defense Counsel that contained full names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained two hundred eighty-one (281) individuals identified as Class Members.

1 4. On May 24, 2024, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On May 24, 2024, Phoenix mailed the Class Notice via U.S. first class mail, in
6 English and Spanish, to all two hundred eighty-one (281) Class Members on the Class List. A true
7 and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, twenty-eight (28) Class Notices have been returned
9 to Phoenix. None were returned with a forwarding address. For the twenty-eight (28) Class Notices
10 returned from the Post Office without a forwarding address, Phoenix attempted to locate a current
11 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
12 available for skip tracing. Of the twenty-eight (28) Class Notices that were skip traced, twenty-one
13 (21) updated addresses were obtained and the Class Notice was promptly re-mailed to those Class
14 Members via first class mail.

15 7. As of the date of this declaration, seven (7) Class Notices are considered
16 undeliverable since an updated address could not be obtained via skip trace.

17 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
18 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
19 July 19, 2024.

20 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
21 from Class Members. The deadline for objecting to the Class Settlement was July 19, 2024.

22 10. As of the date of this declaration, Phoenix has received zero (0) Workweeks Disputes
23 from Class Members. The deadline for submitting a dispute was July 19, 2024.

24 11. There are two hundred eighty-one (281) Class Members who did not submit timely
25 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
26 100% of the Class. Settlement Class Members have worked a collective total of twelve thousand
27 two hundred seventy-four (12,274) Workweeks during the Class Period. Each Workweek is valued
28 at approximately \$40.49.

1 12. The Potential Increase to the Settlement Amount clause of the Settlement Agreement
2 states that, if the total number of workweeks during the period from July 23, 2017 to April 26, 2022
3 is actually 10% higher than 12,087, (*i.e.* if there are 13,296 or more workweeks), then the Maximum
4 Settlement Amount shall increase on a pro-rata basis to the extent the Workweeks threshold is
5 exceeded. Because the total Workweek count did not exceed this cap, the Maximum Settlement
6 Amount did not increase.

7 13. The Net Settlement Amount of \$497,000.00 available to pay Settlement Class
8 Members was determined by subtracting the requested Class Counsel Attorneys' Fees (\$367,500.00)
9 Costs (\$20,000.00), requested Enhancement Payment to Plaintiff Salcido-Ceja (\$7,500.00), the
10 PAGA Amount (\$150,000.00), and the requested Settlement Administration Costs (\$8,000.00) from
11 the Maximum Settlement Amount (\$1,050,000.00).

12 14. Based upon the calculations stipulated in the Settlement, the highest Individual
13 Settlement Share to be paid is approximately \$10,244.50, the lowest Individual Settlement Share to
14 be paid is approximately \$40.49, while the average Individual Settlement Share to be paid is
15 approximately \$1,768.68. Settlement Class Members will be issued payment of their Individual
16 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
17 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
18 Settlement Payment").

19 15. Additionally, \$150,000.00 of the Maximum Settlement Amount has been allocated
20 toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or
21 \$112,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA" and
22 "LWDA Payment"), and 25%, or \$37,500.00, of which shall be paid to the PAGA Group Members.
23 There are ninety-two (92) PAGA Group Members who worked a total of one thousand three
24 hundred thirty-one (1,331) pay periods during the PAGA Period. The highest Individual PAGA
25 Payment to be paid is approximately \$873.40, and the average Individual PAGA Payment to be paid
26 is approximately \$407.61.

27 16. Pursuant to the Settlement, Defendant has agreed to fund the employer taxes due
28 separately and apart from the Maximum Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are \$8,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on August 14, 2024, at Orange, California.

KEVIN LEE

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Salcido-Ceja v. Madruga Alves Car Wash, Inc.
Superior Court of California for the County of Stanislaus, Case No. CV-21-003878

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Alexis Salcido-Ceja ("Plaintiff") and Defendants Madruga Alves Car Wash, Inc. and Fast Track Car Wash, LLC ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Alexis Salcido-Ceja v. Madruga Alves Car Wash, Inc.*, Stanislaus County Superior Court, Case No. CV-21-003878 ("Action"), which may affect your legal rights. On April 19, 2024, the Court held a hearing and on May 6, 2024, the Court granted preliminary approval of the settlement, at which time the Court scheduled a hearing on September 6, 2024, at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from July 23, 2017, through June 25, 2022.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from April 28, 2021, through June 25, 2022.

II. BACKGROUND OF THE ACTION

On July 23, 2021, Plaintiff filed a Class Action Complaint for Damages in the Stanislaus County Superior Court, Case No. CV-21-003878. On April 28, 2022, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that he contends were violated ("LWDA Letter"). On November 7, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("First Amended Complaint"). Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On April 19, 2024, the Court held a hearing and on May 6, 2024, the Court granted preliminary approval of the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Alexis Salcido-Ceja as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian, Esq.

Arby Aiwarzian, Esq.

Joanna Ghosh, Esq.

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks/Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Fifty Thousand Dollars and Zero Cents (\$1,050,000.00), (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$367,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for his services in the Action; (3) Administration Costs in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$112,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$37,500.00) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendants as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Class Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendants separately and in addition to the Maximum Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Pay Periods of each PAGA Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Pay Periods of all PAGA Members (“PAGA Pay Periods Point Value”) and multiplied each PAGA Member’s individual PAGA Pay Periods by the PAGA Pay Periods Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

From July 23, 2017, through June 25, 2022 (i.e., Class Period), you are credited as having worked «Total_Weeks» Workweeks.

From April 28, 2021, through June 25, 2022 (i.e., PAGA Period), you are credited as having worked «PAGA_Pay_Periods» Pay Periods.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of the Action (*Alexis Salcido-Ceja v. Madrugá Alves Car Wash, Inc.*, CV-21-003878); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contains a statement setting forth the number of Workweeks/ Pay Periods during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than July 19, 2024**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be «ESA_Before_Paga». The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be «PAGA_Amount».

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all wage-related claims that were alleged in or which could have been alleged in the First Amended Complaint based on the factual allegations in the First Amended Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA Letter and First Amended Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 9-2001.

“Released Parties” means Defendants, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$113,750.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$20,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Action (*Alexis Salcido-Ceja v. Madruga Alves Car Wash, Inc.*, CV-21-003878); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than July 19, 2024**, at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, California 92863

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Alexis Salcido-Ceja v. Madruga Alves Car Wash, Inc.*, CV-21-003878); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than July 19, 2024**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 22 of the Stanislaus County Superior Court, located at City Towers Courthouse, 801 10th Street, 6th Floor, Modesto, California 95354, on September 6, 2024, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.stanislaus.courts.ca.gov/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by bringing a picture ID and visiting the Research Window, located at 300 Starr Avenue, Turlock, California 95380, during business hours, or online by visiting the following website: <https://stanportal.stanct.org/search>, and typing in the Court Case Number “CV-21-003878” in the Case Number Search box.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [800-523-5773], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	281
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	281
Subtotal Admin Only	\$8,178.84

TOTAL COSTS	\$8,000.00
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Fixed Fee

August 14, 2024

Case: Salcido-Ceja v. Madrugua Alves Car Wash, Inc.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	28	\$56.20
NCOA (USPS)	\$0.15	281	\$42.15
Total			\$838.35

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.25	281	\$70.25
Notice Packet & Opt-Out Form	\$1.50	281	\$421.50
Postage (up to 1 oz.)	\$0.87	281	\$244.47
Total			\$1,051.22

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	28	\$28.00
Remail Notice Packets	\$1.50	21	\$31.50
Postage	\$0.87	21	\$18.27
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$292.77

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$115.00	3	\$345.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$965.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	281	\$281.00
Estimated Postage Checks, W2 and 1099	\$0.50	281	\$140.50
Total			\$1,736.50

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	3	\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,500.00	1	\$1,500.00
Total			\$3,295.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$8,178.84