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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

CHRISTIAN GARCIA, individually and on behalf of other persons similarly situated and aggrieved current and former employees,

Plaintiffs,

v.

DANIEL GERSTNER, SILVIA GERSTNER, ALAMO CAR WASH, INC., MISSION CAR WASH SAN GABRIEL, INC., SAN GABRIEL MISSION CAR WASH, INC., and DOES 1 through 50,

Defendants.

Case No.: 23STCV05770

CLASS AND PAGA REPRESENTATIVE ACTION

[Assigned to Hon. Thomas D. Long in Dept. 48]

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATION OF HAIK HACOPIAN WITH EXHIBITS; DECLARATION OF ZORIK MOORADIAN; DECLARATION OF CHRISTIAN GARCIA; AND [PROPOSED] ORDER

Date: December 30, 2025

Time: 8:30 a.m.

Dept.: 48

RESERVATION ID: 552785775709

1 **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769,
2 December 30, 2025 at 8:30 a.m. or as soon thereafter as the matter may be heard in Department
3 48 of the above-entitled Court, located at 111 North Hill Street, Los Angeles, California
4 90012, Plaintiff Christian Garcia ("Plaintiff"), individually and on behalf of a similarly-
5 situated class of individuals, will and hereby do move this Court for an order:

6 1. Preliminarily approving the proposed class settlement of this lawsuit;

7 2. Provisionally certifying the Class or Settlement Class, defined as follows:

8 All current and former non-exempt, hourly paid employees who
9 worked for Defendants in California at any time during the
 period from June 10, 2021 to July 10, 2025 ("Class Period").

10 3. Preliminarily appointing Plaintiff Christian Garcia as Class Representative;

11 4. Preliminarily appointing Zorik Mooradian and Haik Hacopian of Mooradian
12 Law, APC as Class Counsel;

13 5. Preliminarily approving the proposed settlement of Plaintiff's Private
14 Attorneys General Act ("PAGA") claims;

15 6. Appointing CPT Group, Inc. as the third-party settlement administrator;

16 7. Scheduling a hearing to consider whether the class settlement should be finally
17 approved, and whether to award amounts for a Service Award to the Class Representative,
18 attorneys' fees and costs to Class Counsel, and settlement administration costs; and

19 8. Approving the proposed Class Notice, and ordering that it shall be
20 disseminated to the proposed Settlement Class as provided in the Class Action and PAGA
21 Settlement Agreement.

22 This Motion is based on this Notice of Motion, the accompanying Memorandum of
23 Points and Authorities, the Declaration of Haik Hacopian with Exhibits, the Declaration of
24 Zorik Mooradian, the Declaration of Christian Garcia, the pleadings and other papers filed in
25 this action, and on any further oral or documentary evidence or argument presented at the time
26 of hearing.

27 The Class Action and PAGA Settlement Agreement and Class Notice is attached as
28 **Exhibit "A"** to the Declaration of Haik Hacopian. The proposed Class Notice is attached to

1 the Settlement Agreement. See HH Decl. ¶11, Ex. A.

2
3 Dated: November 26, 2025

MOORADIAN LAW, APC

4 By: /s/ Haik Hacopian
5 Zorik Mooradian, Esq.,
6 Haik Hacopian, Esq.,
7 Attorneys for Plaintiff, individually and on behalf
8 of other persons similarly situated and similarly
9 aggrieved employees
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff, Christian “Christy” Garcia (“Class Representative” or “Plaintiff”) and
4 Defendants Daniel Gerstner and Silvia Gerstner, individually and doing business as Mission
5 Car Wash, Mission Express Lube, Alamo Car Wash, Alamo Express Lube, Alamo Food Mart,
6 Casa Nostra, and Tia Gladys’s, and Defendant Mission Car Wash San Gabriel, Inc.,
7 (collectively “Gerstner” or “Defendants”) have reached a proposed class and representative
8 PAGA settlement with a non-reversionary Gross Settlement Amount of \$600,000 for a Class
9 consisting of approximately 310 non-exempt employees who worked for Gerstner in
10 California from June 10, 2021 through July 10, 2025 (“Class Period”). Class Members will
11 release claims through that date and receive settlement payments based on the proportionate
12 workweeks they worked for Gerstner during the Class Period. The Settlement anticipates
13 coverage for a minimum of 30,000 workweeks and a maximum of 33,000 workweeks through
14 the end of the Class Period, before a negotiated escalator provision may be invoked. This
15 settlement results in a fair, reasonable, and adequate recovery consisting of a gross workweek
16 value of \$34.09 (assuming 30,000 workweeks), and an average settlement payment in excess
17 of \$1,050.00 for what are mostly readily defensible claims.

18 This Settlement resolves this class and representative action lawsuit and settles the
19 wage and hour claims for all Settlement Class Members who do not request exclusion.
20 Payments will be made on an opt-out non-reversionary basis.

21 The proposed settlement is memorialized in the “Class Action and PAGA Settlement
22 Agreement and Class Notice” hereinafter referred to as “Settlement Agreement” or “S.A.,”
23 which is based on the LASC model agreement for class and PAGA settlements. A true and
24 correct copy of which is attached to the accompanying Declaration of Haik Hacopian
25 (hereinafter “HH Decl.”) as **Exhibit “A”**.

26 The Parties have conducted an investigation concerning the facts and law during the
pendency of this action and which included production of class records and data, conferences,
and a mediation session before an experienced mediator, Mr. Steve Cerveris.

1 This proposed settlement is well within the range of what constitutes a fair, reasonable,
2 and adequate settlement to all concerned especially in light of the legal and factual obstacles
3 that Plaintiff faced, the sharply contested issues involved, the risks and costs of further
4 litigation, and the tangible monetary benefits to be received by Plaintiff and the Class. The
5 proposed notice procedure comports with Cal. Rules of Court, rule 3.769, and due process
6 requirements. The notice program should be approved and a final fairness hearing set.

7 **II. SUMMARY OF THE LITIGATION**

8 **A. Defendants, Class Members, and Plaintiff**

9 Defendant Daniel Gerstner and Defendant Silvia Gerstner are the individual principals
10 of named defendants Mission Car Wash, Mission Express Lube, Alamo Car Wash, Alamo
11 Express Lube, Alamo Food Mart, Casa Nostra, and Tia Glady's, and Mission Car Wash San
12 Gabriel, Inc. Gerstner owned and operated businesses at primarily two sites where class
13 members were employed: (1) at 918 S. San Gabriel Blvd. in San Gabriel, California, the
14 Mission Car Wash and Express Lube, Chevron gas station, and (2) at 762 N. Nogales St. in
15 Walnut, California, the Alamo Car Wash and Express Lube and Chevron gas station. During
16 the Class Period, Gerstner also owned and operated the "Tia Glady's Mexican Restaurant"
17 adjacent to the main San Gabriel site the "Casa Nostra Ristorante" in Downtown Los Angeles
18 (which has been closed). About 93% of the class members were employed at the car wash/gas
19 station locations and 7% at the restaurant locations. Declaration of Haik Hacopian (hereinafter
20 "HH Decl.") ¶7.

21 As of the date of mediation, the class consisted of around 310 individuals who worked
22 about 30,000 workweeks. Plaintiff was employed as a cashier at the main San Gabriel site.
23 The average hourly rate of pay for employees is \$16.00. HH Decl., ¶8.

24 **B. Plaintiff's Lawsuit**

25 On March 15, 2023, Plaintiff Christian Garcia commenced the Action by filing a
26 complaint alleging representative PAGA causes of action against Defendants for (1)
Misclassification Violations, (2) Overtime Violations, (3) Minimum Wage Violations, (4)

Meal Period Violations, (5) Rest Break Violations, (6) Tip Violations, (7) Sick Time/Leave Violations, (8) Payment/Timely Payment of Wage Violations, (9) Indemnification Violations, (10) Wage Statement Violations, (11) Final Wage Payment Violations, (12) Seating Accommodation Violations, and (13) Employment Record Violations. S.A. ¶2.1.

On November 19, 2025 pursuant to leave granted by the Court, Plaintiff Christian Garcia filed a First Amended Complaint asserting class allegations consistent with the class claims that are being settled and resolved by the Settlement Agreement. The First Amended Complaint is the Operative Complaint in the Action. HH Decl. ¶9.

C. Discovery and Mediation

The Parties have conducted investigation of the operative facts and applicable law during the pendency of the case through informal discovery requests. Prior to mediation, Plaintiff obtained copies of the employee manuals/guidelines, a class list with hire dates, termination dates. Plaintiff also received a 15% sample of time and payroll data. HH Decl. ¶10.

On June 10, 2025, Plaintiff and Defendants participated in a full-day mediation before Mr. Steve Cerveris. At the mediation, to maximize recovery by employees of Defendants and effectuate a comprehensive resolution, the Parties agreed to settle on a class basis in addition to a representative PAGA basis. The class settlement period only extends the start of the PAGA limitations period from October 27, 2021 back to June 10, 2021. The Parties were able to reach a resolution at the mediation and entered into a Memorandum of Understanding (“MOU”). The Parties ultimately entered into their Class Action and PAGA Settlement Agreement incorporating the MOU’s terms and which was based on the LASC model agreement for class and PAGA settlements, a true and correct copy of the final executed version of which is attached as **Exhibit “A”** to the Declaration of Haik Hacopian. HH Decl. ¶11, Ex. A.

III. THE PROPOSED SETTLEMENT

A. The Essential Terms of the Settlement

If the Court approves this settlement, Defendants will pay the gross sum of \$600,000

1 ("Gross Settlement Amount" or "GSA") which will be used to fund this Settlement and make
2 payments to Class Members, who will be paid on an all-in non-reversionary opt-out basis. The
3 Gross Settlement Amount excludes the employer share of taxes on the wage component of the
4 Settlement which will be separately funded by Defendants. HH Decl. ¶12.

5 The principal terms of the class action settlement are summarized below:

- | | |
|---|-------------|
| 6 • Gross Settlement Amount. S.A. ¶¶1.22 and 3.1: | \$600,000 |
| 7 • Minus Court-approved Attorneys' Fees (35%). S.A. ¶3.2.2: | (\$210,000) |
| 8 • Minus Court-approved Cost Award. S.A. ¶3.2.2: | (\$25,000) |
| 9 • Minus Court-approved Service Award of \$10,000
10 to Plaintiff. S.A. ¶3.2.1: | (\$10,000) |
| 11 • Minus estimated settlement administration costs. S.A. ¶3.2.3: | (\$9,000) |
| 12 • Minus 75% PAGA Payment to LWDA. S.A. ¶3.2.5: | (\$22,500) |
| 13 • Minus 25% PAGA Share to Aggrieved Employees. S.A. ¶3.2.5: | (\$7,500) |

14 Total Deductions from Gross Settlement Amount:	(\$284,000)
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15 Net Settlement Amount ("NSA"). S.A. ¶1.28:	\$316,000
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16 The approximate estimated simple average class settlement payment, assuming
17 maximum awards and participation by 310 individuals, calculates to \$1,019.35 (\$316,000 ÷
18 310). The net workweek value calculates to \$10.53 (\$316,000 ÷ 30,000). HH Decl. ¶11. There
19 are presently no other claims or lawsuits that would be impacted by this settlement. HH Decl.
20 ¶13.

21 **B. Class Members and Aggrieved Employees**

22 "Class" or "Settlement Class" is defined as follows:

23 All current and former non-exempt, hourly paid employees who worked for
24 Defendants in California at any time during the period from June 10, 2021
25 to July 10, 2025 ("Class Period"). S.A. ¶¶1.5, 1.12.

26 "Aggrieved Employees" is defined as follows:

All current and former non-exempt, hourly paid employees who worked for
Defendants in California at any time during the period from October 28,
2021 to July 10, 2025 ("PAGA Period"). S.A. ¶¶1.4, 1.32.

1 **C. Settlement Payments to Class Members and Aggrieved Employees**

2 The Individual Class Payment, which is a Participating Class Member’s pro rata share
3 of the Net Settlement Amount, is calculated according to the number of Workweeks they
4 worked during the Class Period (“the period from June 10, 2021 through July 10, 2025”). S.A.
5 ¶1.23. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by
6 the total number of Workweeks worked by all Participating Class Members during the Class
7 Period and (b) multiplying the result by each Participating Class Member’s Workweeks. S.A.
8 ¶3.2.4.

9 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
10 of the PAGA Penalties calculated according to the number of Pay Periods worked during the
11 PAGA Period (“the period from October 28, 2021 through July 10, 2025”). S.A. ¶¶1.24 and
12 1.32. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
13 amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$7,500) by the total
14 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
15 Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay
16 Periods. S.A. ¶3.2.5.1.

16 **D. Settlement Allocation to Class Members and Aggrieved Employees**

17 Ten Percent (10%) of each Participating Class Member’s Individual Class Payment
18 will be allocated to settlement of wage claims (the “Wage Portion”), subject to tax
19 withholding and will be reported on an IRS W-2 Form. Ninety Percent (90%) of each
20 Participating Class Member’s Individual Class Payment will be allocated to settlement of
21 claims for interest and penalties (the “Non-Wage Portion”), not subject to wage withholdings
22 and will be reported on IRS 1099 Forms. S.A. ¶3.2.4.1. Individual PAGA Payments, as non-
23 wages, will be reported on IRS 1099 Forms. S.A. ¶3.2.5.2.

23 **E. Opt-Outs and Objections**

24 Each Class Member shall have sixty (60) days after the Administrator mails the Class
25 Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-
26 mailed) to exclude themselves or challenge the number of Class workweeks or PAGA Pay

1 Periods attributed to them. Participating Class Members (those Class Members who have not
2 opted-out) may send written objections to the Administrator during that timeframe.

3 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must
4 send the Administrator a signed written Request for Exclusion which is a letter from a Class
5 Member or his/her representative that reasonably communicates the Class Member's election
6 to be excluded from the Settlement and includes the Class Member's name, address and email
7 address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
8 emailed, or postmarked by the Response Deadline. S.A. ¶7.5.1.

9 Participating Class Members (those Class Members who do not opt-out) may send
10 written objections to the Administrator. In the alternative, Participating Class Members may
11 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the
12 Final Approval Hearing. S.A. ¶7.7.2.

13 Each Class Member may challenge the number of Class Workweeks and PAGA Pay
14 Periods (if any) allocated to the Class Member in the Class Notice with the Administrator.
15 The Administrator must encourage the challenging Class Member to submit supporting
16 documentation. In the absence of any contrary documentation, the Administrator is entitled to
17 presume that the Workweeks contained in the Class Notice are correct so long as they are
18 consistent with the Class Data. The Administrator's determination of each Class Member's
19 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
20 susceptible to challenge. S.A. ¶7.6.

21 **F. Releases**

22 Effective on the date when Defendants fully fund the entire Gross Settlement Amount
23 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
24 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all
25 Released Parties. S.A. ¶5.

26 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former
and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,

1 release Released Parties from any and all claims that were or could have been alleged in the
2 operative complaint in the Action that arose during the Class Period including without
3 limitation with respect to the following claims: (a) failure to pay all overtime wages owed; (b)
4 failure to pay minimum wages owed; (c) failure to provide compliant meal periods, or
5 premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods,
6 or provide premium pay for non-compliant rest periods; (e) failure to factor non-discretionary
7 bonuses or other forms of non-discretionary compensation into the regular rate of pay; (f)
8 failure to pay for all hours worked, including off-the-clock work, nonproductive time, rest and
9 recovery periods, and time subject to rounding practices; (g) failure to issue accurate, itemized
10 wage statements and maintain payroll records; (h) failure to allow timely inspection of
11 employment records; (i) failure to timely pay all wages due upon separation of employment;
12 (j) failure to timely pay all wages due during employment, including late payment of regular
13 wages; (k) failure to reimburse for necessary business expenses; (l) non-provision of wage
14 statements; (m) misclassification of non-exempt employees as exempt; (n) failure to pay or
15 properly distribute tips; (o) failure to provide paid sick leave or notice of accrued sick time;
16 (p) failure to provide suitable seating when work permitted it; (q) all claims under California
17 Business & Professions Code § 17200 for unfair business practices that could have been
18 premised on the facts, claims, causes of action or legal theories described above; and (r)
19 violation of or claims under the following sections of the California Labor Code, sections 201,
20 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198,
21 1198.5, 2800, 2802; and (s) violation of the California Industrial Welfare Commission Wage
22 Orders that could have been premised on the facts, claims, causes of action or legal theories
23 described above, as well as any potential penalties, interest or attorneys' fees associated with
24 all of such causes of action under California law. ("Released Class Claims"). Except for
25 Plaintiff's Release by Plaintiff and as set forth in Section 5.3 of this Agreement, Participating
26 Class Members do not release any other claims, including claims for vested benefits (other
than paid time off and vacation), wrongful termination, violation of the Fair Employment and
Housing Act, unemployment insurance, disability, social security, workers' compensation, or

1 claims based on facts occurring outside the Class Period. S.A. ¶5.2.

2 Release by Non-Participating Class Members Who Are Aggrieved Employees:

3 Released PAGA Claims by Aggrieved Employees: All Class Members who are
4 Aggrieved Employees, regardless of whether they are Participating Class Members or Non-
5 Participating Class Members, shall release, on behalf of themselves and their respective
6 former and present representatives, agents, attorneys, heirs, administrators, successors, and
7 assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action
8 under the California Labor Code Private Attorneys General Act that were alleged, or
9 reasonably could have been alleged, based on the claims asserted in the Operative Complaint
10 in the Action, the PAGA Notice (and any amendments thereto) and ascertained in the course
11 of the Action, arising during or with respect to the PAGA Period. (“Released PAGA Claims”).
12 The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State
13 of California, and shall entitle Defendants to bar by res judicata any claim under the PAGA
14 brought by any person, including the Aggrieved Employees, on behalf of the State of
California, as to any claims predicated on the Released PAGA Claims. S.A. ¶5.3.

15 “Released Parties” means: Defendants, and each of their former and present directors,
16 officers, principals, trustees, shareholders, owners, managers, managing agents, exempt
17 employees, representatives, attorneys, insurers, predecessors, successors, assigns, DBAs,
18 parents, subsidiaries, and affiliates. S.A. ¶1.42.

19 Only Named Plaintiff will be providing a general release and waiver of Civil Code
20 §1542. S.A. ¶5.1.

21 **G. Service Award to Named Class Representative**

22 As part of the settlement, at the time of seeking final approval of the proposed class
23 action settlement, Plaintiff will separately apply for a Service Award in the amount of Ten
24 Thousand Dollars (\$10,000) for her services to the Settlement Class and for a general release
25 of all claims. S.A. ¶¶3.2.1 & 5.1. “[I]ncentive awards are fairly typical in class action cases
26 ... and are intended to compensate class representatives for work done on behalf of the class
[and] to make up for financial or reputational risk undertaken in bringing the action." *In re*

1 *Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393-94. Plaintiff's
2 requested incentive payment is intended to recognize Plaintiff's contributions on behalf of the
3 Class and is fair in relation to the total settlement, their efforts, and standing alone. HH Decl.
4 ¶15. Plaintiff has put a significant amount and time and effort participating in this case and
5 understands her role and obligations as class representative. Declaration of Christian Garcia,
6 ¶¶3-8.

7 **H. Attorneys' Fees & Costs**

8 Defendants agree not to oppose Plaintiff's counsel's application for an attorneys' fees
9 award of \$210,000, which is thirty-five percent (35%) of the Gross Settlement Amount of
10 \$600,000, and payment of documented litigation costs and expenses up to \$25,000. S.A.
11 ¶3.2.2. Plaintiff will submit detailed support for her request for a fee award along with her
12 motion for final approval of the settlement. For now, counsel submits that the requested fee is
13 fair compensation for undertaking a complex, risky, expensive, and potentially time-
14 consuming litigation involving this case on a purely contingent fee basis. Here, counsel has
15 incurred substantial attorneys' fees independently conducting pre-filing investigations,
16 analyzing the claims, litigating the case, conducting legal research and analysis, reviewing
17 significant documentary and electronic records produced by Defendants, performing data
18 analysis of employee timekeeping data and payroll records, preparing for and attending a full-
19 day mediation, negotiating the settlement, preparing and amending the long-form Class
20 Action and PAGA Settlement Agreement, Class Notice, and preparing this Motion for
21 Preliminary Approval, and otherwise aggressively pursuing the interests of the putative class.
22 HH Decl. ¶16.

23 Both California and federal courts have recognized that an appropriate method for
24 awarding attorneys' fees in class actions is to award a percentage of the "common fund"
25 created as a result of the settlement. *See Wershba v. Apple Computer, Inc.* (2001) 91
26 Cal.App.4th 224, 254 (recognizing both the "percentage of recovery" and "lodestar/
multiplier" methods). Plaintiff's counsel's request for fees of thirty-five percent (35%) of the
Gross Settlement Amount is within the range of reasonableness. Historically, courts have

1 awarded percentage fees in the one-third range. *See, e.g., Laffitte v. Robert Half Int'l, Inc.*
2 (2014) 231 Cal.App.4th 860, 878 (“[S]tudies show that . . . fee awards in class actions average
3 around one-third of the recovery.”); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 n.11
4 (2008) (accord); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical*
5 *Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent
6 studies of class action litigation nationwide conclude that a one-third fee is consistent with
7 market rates).

8 In conclusion, counsel submits that its request for attorneys' fees is reasonable when
9 viewed as an overall percentage of the settlement as well as with reference to counsel's
10 loadstar. In light of the risks and significant work undertaken by counsel, the results obtained
11 for the class, and the efficiency with which the Parties collaborated to conduct the litigation,
12 the fee and cost request is fair and reasonable. HH Decl. ¶17.

13 IV. PRELIMINARY APPROVAL IS WARRANTED

14 Rules of Court, rule 3.769 conditions the settlement of a class action on court approval,
15 which is generally evaluated under the federal standards applicable under Rule 23 of the Fed.
16 R. Civ. P. 23. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337
17 (2012) (stating that Rule 3.769 requires the trial court to determine "that the settlement is fair,
18 reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150
19 F.3d 1011, 1026 (stating that Rule 23(e) requires the trial court to determine "whether a
20 proposed settlement is fundamentally fair, adequate, and reasonable"). To be approved, a
21 settlement must be "fair, reasonable and adequate to all concerned." *Reed*, 208 Cal.App.4th at
22 337. Settlement is the preferred means of dispute resolution, particularly in complex class
23 action litigation. *See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The
24 Court's role in evaluating a proposed settlement is limited to ensuring that the agreement taken
25 as a whole is fair, and is not the product of fraud or collusion between the negotiating parties.
26 *See, e.g., Hanlon*, 150 F.3d at 1027. There is an initial presumption of fairness when the
settlement agreement was negotiated at arms' length by experienced counsel. *See, e.g., Kullar*

1 v. *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130. A trial court's decision to approve
2 a class action settlement is within the sound discretion for the trial judge and may be reversed
3 only if the trial court acted outside of its broad discretion. *See Munoz v. BCI Coca-Cola*
4 *Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 407.

5 **A. Standard for Preliminary Approval**

6 To make a fairness determination, the Court should consider several factors, including:
7 "The strength of plaintiff's case, the risk, expense, complexity and likely duration of further
8 litigation, the risk of maintaining class action status through trial, the amount offered in
9 settlement, the extent of discovery completed and the stage of the proceedings, [and] the
10 experience and views of counsel." *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.
11 "The list of factors is not exclusive and the Court is free to engage in a balancing and weighing
12 of the factors depending on the circumstances of each case." *Wershba v. Apple Computer,*
13 *Inc., supra*, 91 Cal.App.4th at 245. It should be noted that the reasonableness of a settlement
14 is not dependent upon its actual value approaching the potential recovery plaintiff might have
15 received if he had succeeded at trial, *Sutter Health Unins. Pricing Cases* (2009) 171
16 Cal.App.4th 495, 511 (emphasizing that the court must be mindful that "[t]he ... class case
17 could have gone to an incredibly lengthy and expensive jury trial, and the class could have
18 lost the case" and must account for that likelihood in discounting the value of the claims for
19 settlement purposes [emphasis in original]). As discussed below, the proposed settlement is
20 fair, adequate and reasonable in light of the overall balance of factors in this case.

21 **B. The Strength of Plaintiff's Case**

22 1. Unpaid Wage Claims

23 Employee time was primarily tracked through a variety of handwritten timesheets.
24 Plaintiff contended that a handwritten timesheet system, which reflected apparent rounding,
25 did not accurately track employee time. Moreover, that it is not certain that the time entries
26 were completed by employees themselves and whether employees had any control over their
time management. Defendants countered that employees had to record their own time and that
they approved their time entries for each pay period. Also, to the extent there is any work off-

1 the-clock, they will be sporadic and that it will be difficult to establish a pattern and practice
2 to certify such a claim as substantial individual inquiry will be necessary. Ostensibly in
3 response to this litigation, Defendants appear to have switched over to a more reliable time
4 clock system sometime in 2023. HH Decl., ¶18.

5 Additionally, Defendants did not implement any tip pooling practices. Based on the
6 foregoing, no value is attributed to the Plaintiff's unpaid wage claims. HH Decl., ¶19.

7 2. Meal Breaks and Rest Breaks

8 Plaintiff contended that the unreliable handwritten timesheet system would not
9 accurately reflect the provision of 30-minute meal breaks at proper intervals. The timesheets,
10 however, do generally reflect recorded meal breaks of up to 1-hour. Ten-minute rest breaks
11 are also logged (although an employer is only obligated to record meal breaks.) The challenge
12 for Plaintiff will be to craft a theory for certification to undermine the timesheets to show that
13 a recorded meal break did not reflect an actual one. Even for instances where there is facial
14 non-compliance, i.e. a late or short meal break, it will be difficult to establish whether such
15 was due to employer directive, employee choice, or other factors. Notably, between January
1, 2022 and May 7, 2025, Defendants paid 620 meal period premiums. HH Decl., ¶20.

16 Plaintiff's review of the time records reveals that about half of shifts exceed five (5)
17 hours to require meal breaks. Generously assuming that a quarter of eligible shifts have a meal
18 break violation, that would result in about 15,000 shifts, which at an average pay rate of
19 \$16.00/hour, would result in \$240,000 in maximum potential exposure. In light of certification
20 risk and then not prevailing on the claim, the value of the claims may be assessed at not more
21 than 25% of maximum assessed value, or \$60,000. HH Decl., ¶21.

22 Similarly, with rest break claims, even with the benefit of tracking, it will be difficult
23 to certify a claim around logged rest breaks not reflecting actual rest breaks. The value of a
rest break claim is not anticipated to exceed \$50,000 for the class. HH Decl., ¶22.

24 3. Waiting Time Penalties

25 The claim for waiting time penalties would be derivative of the claims for unpaid
26 wages and meal and rest premiums and the weaknesses described there would directly impact

1 the viability of this claim. *See Naranjo v. Spectrum Sec. Svcs.* (2022) 13 Cal.5th 93. At 103
2 terminated employees, maximum waiting time penalties calculate to \$395,520 (103
3 employees x 30 days x 8 hours per shift x \$16.00 average hourly rate). But given weaknesses
4 of the underlying claims, Plaintiff does not believe the value of this claim exceeds 30% of the
5 assessed maximum, or \$118,656. HH Decl., ¶23.

6 4. Wage Statement Penalties

7 Defendants represented that they no longer had access to wage statements issued to
8 employees by the third-party payroll company they retained and the wage statements could
9 not be assessed for facial compliance with the requirements of Labor Code Sec. 226. That
10 said, the claim would otherwise be based on derivative violations for unpaid wages. The
11 maximum available penalties for this claim total to \$823,100, and is the value attributed by
12 Plaintiff to the wage statement claim. HH Decl. ¶24.

13 5. Unreimbursed Business Expenses

14 In response to Plaintiff's unreimbursed business expenses claim, Defendants
15 represented that they reimbursed employee cell phone expenses and that t-shirts and hats were
16 provided at no cost. No value is attributed to this claim. HH Decl. ¶25.

17 6. PAGA Claims

18 Plaintiff tallies approximately 24,448 weekly pay periods during the applicable PAGA
19 Period that runs from October 28, 2021 to July 10, 2025. At a default \$100 penalty for each
20 pay period, generously assuming a triggering violation for every pay period, maximum PAGA
21 penalties come to \$2,444,800. Applying an 80% reduction to this amount, as consistent with
22 reported cases, results in a potential exposure of \$488,960. HH Decl. ¶26. *See e.g., Fleming*
23 *v. Covidien* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047 at *4 (reduction of PAGA civil
24 penalties for wage statement violations from \$2,800,000 to \$500,000, because employees
25 suffered no injury, defendants were not aware that their wage statements violated the law, and
26 that they took prompt steps to correct violations.) At a potential valuation of the PAGA claim
at \$488,690, substantial further discretionary reductions are anticipated in light of Gerstner's
status as a smaller employer and a switchover to a more reliable electronic timekeeping

1 system, ostensibly in response to this litigation. Notably, although this case is not subject to
2 the 2024 amendment to PAGA, a court assessing penalties here may consider Lab. Code, §
3 2699(o) which says that employees paying on a weekly basis (as here) are subject to half
4 penalties. As such, the value of the claim would realistically be \$244,480. The intention of
5 PAGA penalties is not to serve a punitive or compensatory purpose but to sufficiently act as
6 a deterrent to future Labor Code violations. Moreover, a court may readily conclude that a
7 lower penalty assessment, or a nominal one, will suffice as Defendants are a smaller employer.
8 Plaintiff does not believe that any six figure PAGA penalty recovery is very realistic in this
9 case. In light of the foregoing, the Parties' \$30,000 allocation for release of the PAGA claims
10 reflects a very fair compromise and is extremely reasonable. HH Decl. ¶27.

11 **C. Risks and Uncertainty**

12 Although Plaintiff steadfastly maintains that her claims are meritorious, she
13 acknowledges that her position includes real risks and uncertainty. In deciding whether to
14 approve the settlement, the Court must balance the risk factors against an "understanding of
15 the amount in controversy and the realistic range of outcomes of the litigation." *Kullar*, 168
16 Cal.App.4th at 130, 133; *Munoz*, 186 Cal.App.4th at 408-09. In this case, the settlement is fair
17 and adequate when compared to the total potential exposure and the risks inherent in
18 Plaintiff's claims. HH Decl. ¶28.

19 As courts have observed, "simply because a settlement may amount to only a fraction
20 of the potential recovery does not in itself render it unfair or inadequate. Compromise is the
21 very nature of settlement." *Boyd v. Bechtel Corp.* (C.D. Cal. 1979) 485 F. Supp. 610, 618. In
22 this case, Plaintiff considers the settlement to be significantly more than a "fraction,"
23 particularly considering the various potential complications, dangers and pitfalls that
24 proceeding would entail. HH Decl. ¶28.

25 In addition to considering the value of immediate payment for Settlement Class
26 Members, Plaintiff's counsel discounted the value of the class claims based on a variety of
factors, including the substantial individualized inquiry necessary to establish specific
violations. Thus, the valuation was warranted. HH Decl. ¶¶18-22.

1 The potential penalties were deemed to be substantial claims. Defendants would
2 certainly raise the good-faith dispute defense to the waiting time penalty claims, potentially
3 precluding their imposition¹. Success on the penalty claims would require proving that the
4 Defendants' conduct was "willful." As to PAGA claims, there existed a high likelihood of a
5 nominal award on account of Gerstner being a smaller employer who took remedial action.
6 HH Decl. ¶¶23-24, 26-27.

7 In short, Plaintiffs' ability to prevail on certification and merits was far from certain.
8 There is the risk that prolonged litigation would likely have produced a worse result for
9 Settlement Class Members. Thus, this factor supports preliminary approval.

10 **D. Risk, Expense, Complexity, and Duration of Further Litigation**

11 This factor also weighs in favor of settlement approval. The parties had engaged in
12 significant review and assessment of the asserted claims which included expert assistance.
13 Defendants could have moved for summary adjudication on all or some of the claims.
14 Moreover, preparation for class certification and trial remained for the Parties as well as the
15 prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or
16 summary judgment ruling. As a result, the parties would incur considerably more attorneys'
17 fees and costs through trial. This settlement avoids those risks and the accompanying expense.
18 HH Decl. ¶29. Hence, an additional support for a preliminary approval.

19 **E. Risk of Maintaining Class Action Status**

20 To the extent any claims were certified, Defendants would certainly seek to decertify
21 them. Absent settlement, there was a risk that there would never be a certified class. HH Decl.
22 ¶30. Thus, this factor, too, supports preliminary approval of the settlement.

23 //

24 //

25 ¹ See, e.g., Cal. Code Regs. § 13520 (a good-faith dispute exists to a claim for waiting time penalties "when an
26 employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part
of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith
dispute did exist.").

1 **F. Amount Offered in Settlement Given Realistic Value of Claims**

2 This proposed settlement provides a fair and reasonable monetary recovery for the
3 Class in the face of disputed claims and significant hurdles. HH Decl. ¶28. Courts recognize
4 that the reasonableness of a settlement is not dependent upon it approaching the potential
5 recovery plaintiffs might receive if successful at trial. *See In re Omnivision Tech., Inc.* (N.D.
6 Cal. Jan. 9, 2008) 2008 WL 123936; *see also Nat'l Rural Telecomm. Coop. v. Directv, Inc.*
7 (C.D. Cal. 2004) 221 F.R.D. 523, 527 (“well settled law that a proposed settlement may be
8 acceptable even though it amounts to only a fraction of the potential recovery”); *Officers for*
9 *Justice v. Civil Serv. Comm* (9th Cir. 1982) 688 F. 2d 615, 628 (it is “the complete package,
10 taken as a whole rather than the individual component parts, that must be examined for overall
11 fairness”). The \$600,000 Gross Settlement Amount captures 57% of the \$1,051,756 assessed
12 case value on viable class claims, which is extremely favorable given the significant risk
factors described above. HH Decl. ¶28.

13 **G. Discovery Completed and the Status of Proceedings**

14 The lawsuit involved informal discovery which included the production of significant
15 payroll and timekeeping records, and information regarding the size and makeup of the
16 putative class. It was only after the completion of this process and expert analysis that the
17 parties participated in mediation and thereafter reached the proposed settlement. HH Decl.
18 ¶¶10 & 11. Here is an additional factor germane to the preliminary approval.

19 **H. The Experience and Views of Counsel**

20 "Parties represented by competent counsel are better positioned than courts to produce
21 a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific*
22 *Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is
23 represented by competent and experienced counsel who pressed Plaintiff's claims forward
24 against a reputable employment defense firm. Class Counsel possesses extensive experience
25 litigating wage and hour class actions from the plaintiff side and has been appointed as class
26 counsel in numerous cases alleging similar claims. HH Decl. ¶¶2-3, Declaration of Zorik
Mooradian (hereinafter “ZM Decl.”) ¶¶2-5. Class Counsel conducted review and analysis of

1 Defendants' practices and timekeeping and payroll records and drew on its extensive
2 experience in similar cases to effectively assess the strengths and weaknesses of Plaintiff's
3 claims. The settlement was also reached with the input and assistance of an experienced and
4 respected neutral mediator. HH Decl. ¶¶10 & 11. This factor strongly supports preliminary
5 approval. *See, Kullar, supra*, 168 Cal.App.4th at 130 ("The court undoubtedly should give
6 considerable weight to the competency and integrity of counsel and the involvement of a
7 neutral mediator in assuring itself that a settlement agreement represents an arm's length
8 transaction entered without self-dealing or other potential misconduct.").

9 **V. THE PRELIMINARY APPROVAL STANDARD HAS BEEN MET**

10 The Court should grant preliminary approval of the settlement and direct that notice
11 be given if the proposed settlement when it: (1) falls within the range of possible approval;
12 (2) appears to be the product of serious, informed and non-collusive negotiations; and (3) has
13 no obvious deficiencies. *See Manual for Complex Litigation* § 30.41 (3rd Ed. 1995); 4
Newberg on Class Actions § 11:24-25 (4th Ed. 2013).

14 The proposed settlement reflects a substantial portion of the estimated recovery that
15 the Settlement Class could reasonably expect in light of the potential litigation risks. As well,
16 the proposed settlement is for a sizable sum in light of the strong defenses and provides for
17 significant individual recovery. In accordance, the proposed settlement is within the range of
18 possible approval for communication of a notice in conformity and consideration thereof by
19 the Settlement Class. The Court will have the opportunity to again assess the reasonableness
20 of the settlement after the Class has had the opportunity to opt-out or object. HH Decl. ¶31.

21 **A. The Settlement Resulted From Serious, Informed, and Non-Collusive**
22 **Negotiations**

23 This proposed class-wide settlement is the result of arm's-length negotiations by
24 counsel, punctuated by a full-day mediation session before an experienced mediator and is,
25 therefore, entitled to an initial presumption of fairness. *See Kullar*, 168 Cal.App.4th at 130.
26 Plaintiff reviewed data for the class and conducted analysis of the data and records to arrive
at her estimated damage figures. HH Decl. ¶¶10-11, 18-28.

1 The parties reached an agreement to mediate before Mr. Steve Cerveris, a respected
2 neutral mediator and were able to agree to a resolution at mediation. They then finalized their
3 Settlement Agreement, basing it on the LASC model. HH Decl. ¶11. Therefore, this factor
4 also supports preliminary approval.

5 **B. Provisional Class Certification is Appropriate Here**

6 “Litigation by class action has long been recognized as a superior method of resolving
7 wage and hour claims in California.” *Martinez v. Joe’s Crab Shack Holdings* (2014) 231
8 Cal.App.4th 362, 367. Class certification is appropriate when there exists “an ascertainable
9 and sufficiently numerous class, a well-defined community of interest, and substantial benefits
10 from certification that render proceeding as a class superior to alternatives.” *Brinker*
11 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021. As the Supreme Court has
12 noted, “[c]laims alleging a uniform policy consistently applied to a group of employees in
13 violation of the wage and hour laws are of the sort routinely, and properly, found suitable for
14 class treatment.” *Id.* at 1033. This is exactly such a case.

15 **1. The Proposed Class Is Ascertainable and Numerous**

16 A class is “ascertainable” where the members “may be readily identified without
17 unreasonable expense or time by reference to official [or business] records.” *See Sevidal v.*
18 *Target Corp.* (2010) 189 Cal.App.4th 905, 919 (alterations in original). Here, the proposed
19 Class is defined by reference to two objective characteristics: (1) individuals who worked as
20 non-exempt employees for Gerstner in California, and (2) were employed by Gerstner at some
21 time during the Class Period. Therefore, Class Members can be identified from Defendants’
22 personnel and other employment records. As to numerosity, the Class consists of around 310
23 individuals, making it highly impracticable to bring all class members before the Court. HH
24 Decl. ¶8.

25 **2. The Community of Interest Requirements for Class Treatment are**
26 **Met**

“[T]he community of interest requirement embodies three factors: (1) predominant
common questions of law or fact; (2) class representatives with claims or defenses typical of

1 the class; and (3) class representatives who can adequately represent the class.” *Brinker*, 53
2 Cal.4th at 1021.

3 **a. Common Issues of Law and Fact Predominate**

4 The focus in a certification dispute is not on the merits of the case, but rather on what
5 types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug*
6 *Store, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 327. "Common questions of law and fact
7 are required in order to assure the interests of the litigants and the Court are furthered by
8 permitting the suit to proceed as a class action rather than in a multiplicity of separate suits."
9 *Cohen v. DIRECTV, Inc.* (2009) 178 Cal.App.4th 966, 975. Where the defendant
10 systematically engages in policies and practices that allegedly violate the Labor Code and
11 subject all of its employees to the same unlawful conduct, common questions of law and fact
12 will predominate over individualized issues. *See, e.g., Ghazaryan v. Diva Limousine, Ltd.*
13 (2008) 169 Cal.App.4th 1524, 1538 (holding that a class of limousine drivers challenging their
14 compensation plan was proper for class treatment). Here, the predominance factor is met
15 because each claim challenges an alleged common policy or practice that Plaintiff contends is
16 illegal. Plaintiff's claims under the Labor Code are predicated on: a failure to pay wages owed;
17 expense reimbursement policies and practices. These sorts of claims are commonly held to be
18 proper for class certification. *See, e.g., Williams v. Superior Court* (2013) 221 Cal.App.4th
19 1353, 1371 (certifying class based on uncompensated work time).

20 **b. The Claims of Named Plaintiff are Typical**

21 The typicality requirement is satisfied where class representatives have claims that are
22 typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987)
23 191 Cal.App.3d 1341, 1347 (finding typicality satisfied where named plaintiff purchased the
24 same goods as the putative class in a consumer class action). Here, the claims of Plaintiff are
25 typical of those held by the members of the proposed Class. First, Plaintiff was employed by
26 Gerstner during the proposed Class Period and was subject to its wage and hour practices.
Second, Plaintiff claims she was injured by the same challenged practices they claim injured
the Class as a whole. Therefore, Plaintiff has suffered the same alleged injuries as the other

1 members of the Class and satisfy the typicality requirement.

2 **c. Plaintiff & Class Counsel Will Fairly & Adequately**
3 **Represent the Class**

4 The adequacy of representation requirement examines conflicts of interest between
5 named parties and the class they seek to represent. *See Capital People First v. State Dept. of*
6 *Developmental Services* (2007) 155 Cal.App.4th 676, 697. A party's claim of representative
7 status will only be defeated by a conflict that "goes to the very subject matter of the litigation."
8 *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, Plaintiff and her counsel
9 will adequately represent the class as there are no conflicts between the named Plaintiff and
10 the Class she seeks to represent, and Plaintiff has claims that are in line with those of the class.
11 Declaration of Christian Garcia, ¶¶3&4, HH Decl. ¶5, ZM Decl. ¶7, Plaintiff's counsel also
12 has extensive experience in wage and hour class action litigation. HH Decl. ¶¶2-6, ZM Decl.
13 ¶¶2-5. For these reasons, the Court should provisionally certify the proposed Class.

14 **3. Class-Wide Settlement is Superior to Other Available Methods of**
15 **Resolution**

16 Here, the alternative method of resolution would be multiple individual lawsuits,
17 challenging the same alleged wage and hour policies and practices of Gerstner, and each
18 seeking a small amount of damages. Such duplicative litigation would be extremely inefficient
19 and costly for the courts and wasteful for judicial forums that would otherwise devote
20 resources to other matters. HH Decl. ¶32. In light of these concerns, a class action is the
21 superior method of resolving these wage and hour claims. *Martinez*, 231 Cal.App.4th at 367
22 ("Litigation by class action has long been recognized as a superior method of resolving wage
23 and hour claims in California.")

24 **VI. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED**
25 **NOTICE**

26 This Court should order distribution to the Class Members of the proposed Class
Notice in both English and Spanish by first-class mail. S.A. ¶¶1.11 and 7.4. This manner of

1 giving notice is the "best notice practicable" under the circumstances because it provides
2 "individual notice to all members who can be identified through reasonable effort." *See Eisen*
3 *v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. As a general rule, class notice must strike
4 a balance between thoroughness and the need to avoid unduly complicating the content of the
5 notice and confusing class members. *Wershba*, 911 Cal.4th at 252. The proposed Notice of
6 Settlement is attached as Exhibit A to the Settlement Agreement. S.A. ¶1.11, Ex. A.

7 Here, the Parties propose that the settlement be administered by CPT Group, Inc.
8 ("CPT" or "Settlement Administrator"), an experienced class action settlement administrator.
9 S.A. ¶1.2. The Settlement Administrator's duties are detailed in the Class Action and PAGA
10 Settlement Agreement. S.A. ¶¶4 & 7. Class Members' addresses are ascertainable through
11 Defendants' personnel and payroll records. To the extent that the addresses of former
12 employees have changed, CPT will run all the addresses provided through the United States
13 Postal Service Notice of Change Of Address database (which provides updated addresses for
14 any individual who has moved in the previous four years and has notified the U.S. Postal
15 Service of a forwarding address) and perform skip traces to obtain current address
16 information. *Id.* The Settlement Agreement allocates a maximum of \$9,000 for administration
17 expenses, which is appropriate in light of the number of class members and the size of the
18 settlement and the extent of work to be performed in administering the settlement of the class.
19 S.A. ¶3.2.3. Plaintiff has secured a bid from CPT to administer the settlement for \$8,400. HH
20 Decl., ¶33, Exh. C.

21 The content of the proposed Class Notice satisfies Cal. Rules of Court, rule 3.769(d)
22 because it advises class members of the nature of the claims, basic contentions and denials of
23 the parties and the key terms of the settlement, the deadline to opt-out, or object to the
24 settlement and the procedure by which to do so, explains the recovery formula and expected
25 recovery amount for each class member, and advises them that they will be bound by the terms
26 of the settlement if they do not request exclusion. S.A. ¶¶1.11 and 7.4.2, Ex. A. The proposed
Class Notice will also notify Settlement Class Members of the final approval hearing date and
provides the contact information for Class Counsel, and advises Settlement Class Members

1 that they may enter an appearance through counsel if they wish to. This manner of giving
2 notice satisfies Cal. Rules of Court, rule 3.769(e) as the most reliable and cost-effective
3 method of reaching Settlement Class Members.

4 5 **VII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED**

6 The Settlement allocates \$30,000 for resolution of Plaintiff's PAGA claim with
7 \$22,500 (75%) payable to the LWDA and \$7,500 (25%) payable to Aggrieved Employees.
8 S.A. ¶3.2.5. Aggrieved Employees consist of persons who are employed or have been
9 employed by Defendants in the state of California as non-exempt employees during the period
10 of time from October 28, 2021 to July 10, 2025. S.A. ¶¶1.4 & 1.32. Plaintiff's PAGA notice
11 was communicated to the LWDA and Defendants on October 27, 2022 and was assigned case
12 number LWDA-CM-916552-22. HH. Decl., ¶14, Exh. "B". To the extent an Aggrieved
13 Employee is also a Settlement Class Member, they will receive their Individual PAGA
14 Settlement Payment even if they submit an exclusion request. As required, this Motion and
15 all supporting papers will be concurrently submitted to the LWDA.

16 **VIII. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

17 The Parties request that this Court set a hearing for final approval of the settlement on
18 a date appropriately scheduled to follow the deadline by which Settlement Class Members
19 must file objections to the settlement or opt-out. *See* Cal. Rule of Court, rule 3.769. The parties
20 propose that the final papers in support of the settlement be filed and served no later than 14
21 days prior to the hearing on final approval, and that the hearing on final approval of the
22 settlement be set 120 days after the date of the preliminary approval hearing, to allow a
23 reasonable period for notice and administration, and an opportunity to object to the settlement,
24 without excessive delay to the Class as to the receipt of their settlement shares.

25 **IX. CONCLUSION**

26 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily

1 approve the proposed settlement, provisionally certify the Settlement Class, and enter the
2 Proposed Order submitted concurrently herewith.

3
4 Dated: November 26, 2025

MOORADIAN LAW, APC

5 By: /s/Haik Hacopian
6 Zorik Mooradian, Esq.,
7 Haik Hacopian, Esq.,
8 Attorneys for Plaintiff, individually and on behalf
9 of other persons similarly situated and similarly
10 aggrieved employees
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**Declaration of
HAIK HACOPIAN**

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacopian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of California.
4 I work with Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff
5 Christian “Christy” Garcia and seek appointment as Class Counsel in the class action lawsuit
6 entitled *Christian Garcia, individually and on behalf of other persons similarly situated and*
7 *aggrieved current and former employees, v. Daniel Gerstner, et al.*, and bearing Los Angeles
8 County Superior Court Case No. 23STCV05770. I make this Declaration in support of
9 Plaintiff’s Motion for Preliminary Approval based on my own personal knowledge and if
10 called as a witness I could and would competently testify to the following facts stated herein.

11 2. I am a 2010 graduate of St. John’s University School of Law. I was admitted
12 to the New York State Bar in February of 2011 and was assigned Registration Number
13 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned
14 State Bar Number 282361 and have been active and in good standing since. I have
15 been involved in the litigation of complex cases at all stages throughout my career including
16 wage and hour class actions and representative PAGA actions. I am currently actively
17 involved with numerous class action and PAGA matters in various litigation stages.

18 3. The following is a short title index of wage-and-hour class action cases in
19 which I have represented and/or continue to represent named plaintiff in the capacity of co-
20 counsel: Nuno v. Universal Building Maintenance/BC541570; Perez v. Quest
21 Nutrition/BC630914; Cabrera v. Complete Facilities Maintenance/BC538248; Cardenas v.
22 Iron Mountain/BC620476 (appointed as class counsel); Hernandez v. Johnny
23 Rockets/BC604536; Castro v. Advanced Cosmetic Research/BC634270; Linares v. Personal
24 Touch Cleaning/BC613182; Escalante v. Friendly Hills Country Club/BC640583 (appointed
25 as class counsel); Fuentes v. Kamran Staffing/BC604535 (appointed as class counsel);
26 Martinez v. Pampanga Food Company/BC637207; Perez v. El Pollo Loco/JCCP4957
27 (appointed as class counsel); Rosa v. Intercontinental Hotels/BC566377; Serrano v. Noise
28 (appointed as class counsel); Contreras v. Golden State Foods/BC708535; Avina v. Marriott

Vacations Worldwide/8:18-cv-00685-JVS-JPR (appointed as class counsel); Balaguer v. Eminent, Inc/19STCV16803 (appointed as class counsel); Gonzalez v. FMS Management/30-2019-01065563-CU-OE-CXC (appointed as class counsel); Ramos v. Liberty Container Corp./20STCV06560 (appointed as class counsel); Mendoza v. Savage Services Corporation/18STCV04798 (appointed as class counsel); Moreno v. DCX-Chol Enterprises/19STCV19105; Villacana v. Crothall Laundry Services/19STCV16330.

4. I am familiar with California wage and hour law including the laws governing the alleged violations and the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

5. I know of no conflicts as to why I, or Mr. Mooradian, could not serve as Class Counsel in this matter. I also know of no conflicts that would preclude Ms. Garcia from serving as the Class Representative in this matter.

6. As a result of my prior experience, including as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed settlement is fair to the class, reasonable and more than adequate in view of (i) the strength of Plaintiff's claims and Defendants' defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification and maintaining class action status through trial, (iv) the total settlement amount of \$600,000 offered in settlement allowing for significant individual recoveries by employees, (v) the discovery conducted by the Parties in this case, (vi) my experience with similar settlements in wage and hour class actions that have received court approval, and (vii) the fact that the settlement was the result of arms' length negotiations between experienced counsel facilitated by Mr. Steve Cerveris, a respected neutral mediator.

7. Defendant Daniel Gerstner and Defendant Silvia Gerstner are the individual principals of named defendants Mission Car Wash, Mission Express Lube, Alamo Car Wash, Alamo Express Lube, Alamo Food Mart, Casa Nostra, and Tia Glady's, and Mission Car

1 Wash San Gabriel, Inc. Gerstner owned and operated businesses at primarily two sites where
2 class members were employed: (1) at 918 S. San Gabriel Blvd. in San Gabriel, California, the
3 Mission Car Wash and Express Lube, Chevron gas station, and (2) at 762 N. Nogales St. in
4 Walnut, California, the Alamo Car Wash and Express Lube and Chevron gas station. During
5 the Class Period, Gerstner also owned and operated the “Tia Glady’s Mexican Restaurant”
6 adjacent to the main San Gabriel site the “Casa Nostra Ristorante” in Downtown Los Angeles
7 (which has been closed). About 93% of the class members were employed at the car wash/gas
8 station locations and 7% at the restaurant locations.

9 8. As of the date of mediation, the class consisted of around 310 individuals who
10 worked about 30,000 workweeks. Plaintiff was employed as a cashier at the main San Gabriel
11 site. The average hourly rate of pay for employees is \$16.00.

12 9. On November 19, 2025 pursuant to leave granted by the Court, Plaintiff
13 Christian Garcia filed a First Amended Complaint asserting class allegations consistent with
14 the class claims that are being settled and resolved by the Settlement Agreement. The First
15 Amended Complaint is the Operative Complaint in the Action.

16 10. The Parties have conducted investigation of the operative facts and applicable
17 law during the pendency of the case through informal discovery requests. Prior to mediation,
18 Plaintiff obtained copies of the employee manuals/guidelines, a class list with hire dates,
19 termination dates. Plaintiff also received a 15% sample of time and payroll data.

20 11. On June 10, 2025, Plaintiff and Defendants participated in a full-day mediation
21 before Mr. Steve Cerveris. At the mediation, to maximize recovery by employees of
22 Defendants and effectuate a comprehensive resolution, the Parties agreed to settle on a class
23 basis in addition to a representative PAGA basis. The class settlement period only extends the
24 start of the PAGA limitations period from October 27, 2021 back to June 10, 2021. The Parties
25 were able to reach a resolution at the mediation and entered into a Memorandum of
26 Understanding (“MOU”). The Parties ultimately entered into their Class Action and PAGA
27 Settlement Agreement incorporating the MOU’s terms and which was based on the LASC
28 model agreement for class and PAGA settlements, a true and correct copy of the final executed

version of which is attached hereto as **Exhibit “A”**.

12. If the Court approves this settlement, Defendants will pay the gross sum of \$600,000 ("Gross Settlement Amount" or "GSA") which will be used to fund this Settlement and make payments to Class Members, who will be paid on an all-in non-reversionary opt-out basis. The Gross Settlement Amount excludes the employer share of taxes on the wage component of the Settlement which will be separately funded by Defendants.

13. The Net Settlement Amount to be distributed to Settlement Class Members calculates to \$316,000 after deductions from the Settlement Amount for: (1) \$210,000 (35% of the Gross Settlement Amount) for attorneys' fees, (2) \$25,000 for litigation costs, (3) \$10,000 for the Service Award to Plaintiff, (4) \$9,000 in settlement administration costs, (5) a \$22,500 payment to the LWDA as its 75% share of the \$30,000 allocated to settlement of Plaintiff's PAGA claims, and (6) a \$7,500 distribution to Aggrieved Employees for their 25% share of the PAGA allocation. The approximate estimated simple average class settlement payment, assuming maximum awards and participation by 310 individuals, calculates to \$1,019.35 ($\$316,000 \div 310$). The net workweek value calculates to \$10.53 ($\$316,000 \div 30,000$).

14. I am unaware of any other cases or claims that would be impacted by this Settlement. I am unaware of any other pending wage and hour lawsuits against Defendant or lawsuits implicating wage and hour claims of the proposed settlement class here. Defendants have not filed any Notice of Related Cases or informed my office of any overlapping or related lawsuits, pending or otherwise. A search for other PAGA notices filed against Defendants on the LWDA's online database only reflects the PAGA notice submitted by Plaintiff. Attached hereto as **Exhibit “B”** is a true and correct copy of the PAGA Notice communicated on behalf of Plaintiff to Defendants and the LWDA on October 27, 2022, which was assigned case number LWDA-CM-916552-22 upon electronic submission to the LWDA.

15. Plaintiff's requested incentive payment is intended to recognize Plaintiff's contributions on behalf of the Class and is fair in relation to the total settlement, her efforts, and standing alone.

1 16. The Parties have agreed to an attorneys' fees award of \$210,000, which is
2 thirty-five percent (35%) of the Gross Settlement Amount of \$600,000, and payment of
3 documented litigation costs and expenses up to \$25,000. My office will submit detailed
4 support for the request for a fee award along with Plaintiff's motion for final approval of the
5 settlement. For now, I submit that the requested fee is fair compensation for undertaking a
6 complex, risky, expensive, and potentially time-consuming litigation on a purely contingent
7 fee basis. Here, my office has incurred substantial attorneys' fees independently conducting
8 pre-filing investigations, analyzing the claims, litigating the case, conducting legal research
9 and analysis, reviewing significant documentary and electronic records produced by
10 Defendants, performing data analysis of employee timekeeping data and payroll records,
11 preparing for and attending a full-day mediation, negotiating the settlement, preparing and
12 amending the long-form Class Action and PAGA Settlement Agreement, Class Notice, and
13 preparing this Motion for Preliminary Approval, and otherwise aggressively pursuing the
14 interests of the putative class.

15 17. I submit that the request for attorneys' fees is reasonable when viewed as an
16 overall percentage of the settlement as well as with reference to counsel's loadstar. In light of
17 the risks and significant work undertaken by my office, the results obtained for the class, and
18 the efficiency with which the Parties collaborated to conduct the litigation, the fee and cost
19 request is fair and reasonable.

20 18. Employee time was primarily tracked through a variety of handwritten
21 timesheets. Plaintiff contended that a handwritten timesheet system, which reflected apparent
22 rounding, did not accurately track employee time. Moreover, that it is not certain that the time
23 entries were completed by employees themselves and whether employees had any control
24 over their time management. Defendants countered that employees had to record their own
25 time and that they approved their time entries for each pay period. Also, to the extent there is
26 any work off-the-clock, they will be sporadic and that it will be difficult to establish a pattern
27 and practice to certify such a claim as substantial individual inquiry will be necessary.
28 Ostensibly in response to this litigation, Defendants appear to have switched over to a more

1 reliable time clock system sometime in 2023.

2 19. Additionally, Defendants did not implement any tip pooling practices. Based
3 on the foregoing, no value is attributed to the Plaintiff's unpaid wage claims.

4 20. Plaintiff contended that the unreliable handwritten timesheet system would not
5 accurately reflect the provision of 30-minute meal breaks at proper intervals. The timesheets,
6 however, do generally reflect recorded meal breaks of up to 1-hour. Ten-minute rest breaks
7 are also logged (although an employer is only obligated to record meal breaks.) The challenge
8 for Plaintiff will be to craft a theory for certification to undermine the timesheets to show that
9 a recorded meal break did not reflect an actual one. Even for instances where there is facial
10 non-compliance, i.e. a late or short meal break, it will be difficult to establish whether such
11 was due to employer directive, employee choice, or other factors. Notably, between January
12 1, 2022 and May 7, 2025, Defendants paid 620 meal period premiums.

13 21. Plaintiff's review of the time records reveals that about half of shifts exceed
14 five (5) hours to require meal breaks. Generously assuming that a quarter of eligible shifts
15 have a meal break violation, that would result in about 15,000 shifts, which at an average pay
16 rate of \$16.00/hour, would result in \$240,000 in maximum potential exposure. In light of
17 certification risk and then not prevailing on the claim, the value of the claims may be assessed
18 at not more than 25% of maximum assessed value, or \$60,000.

19 22. Similarly, with rest break claims, even with the benefit of tracking, it will be
20 difficult to certify a claim around logged rest breaks not reflecting actual rest breaks. The
21 value of a rest break claim is not anticipated to exceed \$50,000 for the class.

22 23. The claim for waiting time penalties would be derivative of the claims for
23 unpaid wages and meal and rest premiums and the weaknesses described there would directly
24 impact the viability of this claim. *See Naranjo v. Spectrum Sec. Svcs.* (2022) 13 Cal.5th 93.
25 At 103 terminated employees, maximum waiting time penalties calculate to \$395,520 (103
26 employees x 30 days x 8 hours per shift x \$16.00 average hourly rate). But given weaknesses
27 of the underlying claims, Plaintiff does not believe the value of this claim exceeds 30% of the
28 assessed maximum, or \$118,656.

1 24. Defendants represented that they no longer had access to wage statements
2 issued to employees by the third-party payroll company they retained and the wage statements
3 could not be assessed for facial compliance with the requirements of Labor Code Sec. 226.
4 That said, the claim would otherwise be based on derivative violations for unpaid wages. The
5 maximum available penalties for this claim total to \$823,100, and is the value attributed by
6 Plaintiff to the wage statement claim.

7 25. In response to Plaintiff's unreimbursed business expenses claim, Defendants
8 represented that they reimbursed employee cell phone expenses and that t-shirts and hats were
9 provided at no cost. No value is attributed to this claim.

10 26. Plaintiff tallies approximately 24,448 weekly pay periods during the applicable
11 PAGA Period that runs from October 28, 2021 to July 10, 2025. At a default \$100 penalty for
12 each pay period, generously assuming a triggering violation for every pay period, maximum
13 PAGA penalties come to \$2,444,800. Applying an 80% reduction to this amount, as consistent
14 with reported cases, results in a potential exposure of \$488,960.

15 27. At a potential valuation of the PAGA claim at \$488,690, substantial further
16 discretionary reductions are anticipated in light of Gerstner's status as a smaller employer and
17 a switchover to a more reliable electronic timekeeping system, ostensibly in response to this
18 litigation. Notably, although this case is not subject to the 2024 amendment to PAGA, a court
19 assessing penalties here may consider Lab. Code, § 2699(o) which says that employees paying
20 on a weekly basis (as here) are subject to half penalties. As such, the value of the claim would
21 realistically be \$244,480. The intention of PAGA penalties is not to serve a punitive or
22 compensatory purpose but to sufficiently act as a deterrent to future Labor Code violations.
23 Moreover, a court may readily conclude that a lower penalty assessment, or a nominal one,
24 will suffice as Defendants are a smaller employer. Plaintiff does not believe that any six figure
25 PAGA penalty recovery is very realistic in this case. In light of the foregoing, the Parties'
26 \$30,000 allocation for release of the PAGA claims reflects a very fair compromise and is
27 extremely reasonable.

28 28. The settlement is fair and adequate when compared to the total potential

1 exposure and the risks inherent in Plaintiff's claims. I consider the settlement to be
2 significantly more than a "fraction" of potential recovery, particularly considering the various
3 potential complications, dangers and pitfalls that proceeding would entail. This proposed
4 settlement provides a fair and reasonable monetary recovery for the Settlement Class in the
5 face of disputed claims and significant hurdles. The \$600,000 Gross Settlement Amount
6 captures 57% of the \$1,051,756 assessed case value on viable class claims, which is extremely
7 favorable given the significant risk factors described above.

8	9	Claim	Exposure	Discount Applied	Value
10		Unpaid Wages	\$0	0%	\$0
11		Meal Period	\$240,000	75%	\$60,000
12		Rest Period	\$240,000	80.1%	\$50,000
13		Waiting Time	\$395,520	70%	\$118,656
14		Wage Statement	\$823,100	0%	\$823,100
15		Unreimbursed	\$0	0%	\$0
16		Business			
17		Expenses			
18			\$1,698,620		\$1,051,756

19 29. The parties had engaged in significant review and assessment of the asserted
20 claims. Defendants could have moved for summary adjudication on all or some of the claims.
21 Moreover, preparation for class certification and trial remained for the Parties as well as the
22 prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or
23 summary judgment ruling. As a result, the parties would incur considerably more attorneys'
24 fees and costs through trial. This settlement avoids those risks and the accompanying expense.

25 30. To the extent any claims were certified, Defendants would certainly seek to
26 decertify them. Absent settlement, there was a risk that there would never be a certified class.

27 31. I submit that the proposed settlement is within the range of possible approval
28 for communication of a notice in conformity and consideration thereof by the Settlement

1 Class. The Court will have the opportunity to again assess the reasonableness of the settlement
2 after the Class has had the opportunity to opt-out or object.

3 32. The alternative method of resolution of the claims asserted here would be
4 multiple individual lawsuits, challenging the same alleged wage and hour policies and
5 practices of Defendants, and each seeking a small amount of damages. Such duplicative
6 litigation would be extremely inefficient and costly for the courts and wasteful for judicial
7 forums that would otherwise devote resources to other matters.

8 33. Attached hereto as **Exhibit “C”** is a true and correct copy of the administration
9 quote for \$8,400 provided by the proposed settlement administrator, CPT Group, which is less
10 than the \$9,000 maximum contemplated by the settlement.

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

13 Executed this 26th day of November 2025, in Calabasas, California.

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15 /s/Haik Hacopian

16 Haik Hacopian, Declarant
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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff CHRISTIAN GARCIA (“Plaintiff”), individually and on behalf of the other “Class Members” and “Aggrieved Employees” as defined herein, on the one hand, and Defendant DANIEL GERSTNER AND SILVIA GERSTNER, INDIVIDUALLY AND DOING BUSINESS AS MISSION CAR WASH, MISSION EXPRESS LUBE, ALAMO CAR WASH, ALAMO EXPRESS LUBE, ALAMO FOOD MART, CASA NOSTRA, AND TIA GLADY’S, and Mission Car Wash San Gabriel, Inc. (“collectively Defendants”), on the other hand. The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned: *Christian Garcia v. Daniel Gerstner, et al.*, LASC Case No. 23STCV05770, initiated on March 15, 2023, and pending in Superior Court of the State of California, County of Los Angeles (the “Action”).
- 1.2. “Administrator” means CPT 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 current and former non-exempt, hourly paid employees who worked for Defendants in California at any time during the PAGA Period.”
- 1.5. “Class” or “Settlement Class” means “all current and former non-exempt, hourly paid employees who worked for Defendants in California at any time during the Class Period.”
- 1.6. “Class Counsel” means Zorik Mooradian and Haik Hacopian of MOORADIAN LAW, 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 Defendants’ 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 and Spanish 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 June 10, 2021 to July 10, 2025.
- 1.13. “Class Representative” means CHRISTIAN GARCIA, the named Plaintiff in the Action seeking Court approval to serve as 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 Los Angeles.
- 1.16. “Defendants” means DANIEL GERSTNER AND SILVIA GERSTNER, INDIVIDUALLY AND DOING BUSINESS AS, MISSION CAR WASH, MISSION EXPRESS LUBE, ALAMO CAR WASH, ALAMO EXPRESS LUBE, ALAMO FOOD MART, CASA NOSTRA, AND TIA GLADY’S, and Mission Car Wash San Gabriel, Inc., the named Defendants in the Action.
- 1.17. “Defense Counsel” means Roxana Verano and Evelyn Zarraga of LANDEGGER VERANO, ALC.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) 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 based upon the Final Approval of the Settlement.

- 1.22. “Gross Settlement Amount” means \$600,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below, and not including the employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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 Pay Periods 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).
- 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. “Operative Complaint” means the First Amended Complaint to be filed by Plaintiff asserting class allegations consistent with the class claims that are being settled and resolved by this Agreement.
- 1.31. “PAGA Pay Period” means any pay period that an Aggrieved Employee worked for Defendant within the State of California as a non-exempt, hourly paid employee during the PAGA Period.
- 1.32. “PAGA Period” means the period from October 28, 2021 to July 10, 2025.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.34. "PAGA Notice" means Plaintiff Christian Garcia's letter (and any amendments or supplements thereto) to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties (\$30,000.00) to be paid from the Gross Settlement Amount, allocated 75% to LWDA (\$22,500.00) and 25% to the Aggrieved Employees (\$7,500.00) in settlement of PAGA claims.
- 1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. "Plaintiff" means CHRISTIAN GARCIA, the named Plaintiff in the Action.
- 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiff's presentation of the same to Court.
- 1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.42. "Released Parties" means: Defendants, and each of their former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, exempt employees, representatives, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.
- 1.43. "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.
- 1.44. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) 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 fourteen (14) calendar days beyond the date the Response Deadline has expired.
- 1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46. "Workweek" means any week that a Class Member worked for Defendants within the State of California as a non-exempt, hourly paid employee during the Class Period.

2. RECITALS.

- 2.1. On March 15, 2023, Plaintiff Christian Garcia commenced the Action by filing a complaint alleging representative PAGA causes of action against Defendants for (1) Misclassification Violations, (2) Overtime Violations, (3) Minimum Wage Violations, (4) Meal Period Violations, (5) Rest Break Violations, (6) Tip Violations, (7) Sick Time/Leave Violations, (8) Payment/Timely Payment of Wage Violations, (9) Indemnification Violations, (10) Wage Statement Violations, (11) Final Wage Payment Violations, and (12) Employment Record Violations. The Parties have agreed that Plaintiff Christian Garcia shall file a First Amended Complaint asserting class allegations consistent with the class claims that are being settled and resolved by this Agreement. The First Amended Complaint shall be the Operative Complaint in the Action. Defendants deny the allegations in the Operative Complaint in the Action, deny any failure to comply with the laws identified in in the Operative Complaint and deny 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 Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On June 10, 2025, the Plaintiffs and Defendant participated in an all-day mediation presided over by Mr. Steve Cerveris, Esq. which led to this Agreement to settle the Action on a class and representative basis.
- 2.4. Prior to mediation, Plaintiff obtained, through confidential informal discovery, a sampling of Class Members' time and payroll records, Plaintiff's time and payroll records, information related to class size and composition, as well as Defendants' written wage and hour policies and practices. 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. Related Claims. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any 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, Defendants promise to pay \$600,000.00 and no more as the Gross Settlement Amount pursuant to Paragraph 4.3 below, and to separately pay Defendants' share of employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay any portion of the Gross Settlement Amount (or any payroll taxes) prior to the deadlines 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 Defendants.

- 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:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for the Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation 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 the 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 employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$210,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants 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 Litigation 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 Litigation 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 any Class Counsel Fee Payment and/or Class Counsel Litigation 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 Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$9,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. 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.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% 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. 90% 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. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

3.2.4.2. 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records, Defendants estimate that there are 310 Class Members who collectively worked a total of 30,000 Workweeks as of June 10, 2025 (i.e., as of the date the Parties participated in mediation).
- 4.2. Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendants 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. Defendants have a continuing duty to immediately notify Class Counsel if they discover 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator within 30 days after the Effective Date. Defendants' payment of the Gross Settlement Amount and Defendants' share of payroll taxes is contingent upon receipt of the Administrator's payment instructions. Defendants' payment obligations with respect to the Gross Settlement Amount and Defendants' share of payroll taxes shall be met upon initiating the electronic transfer of funds in the amounts provided for in this Settlement Agreement pursuant to the Settlement Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount plus Defendants' share of employer payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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 Settlement 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 Settlement 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 other Class Members whose checks are returned undelivered without USPS forwarding address. Within 5 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. In addition to the Released Class Claims and Released PAGA Claims described below, Plaintiff, individually and on behalf of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, occurrences, demands, rights, liabilities and causes of action of every nature and description whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Settlement Agreement in connection with her employment or the termination thereof. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited to any

claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agree, 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 California 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 California 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. Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged in the operative complaint in the Action that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; (e) failure to factor non-discretionary bonuses or other forms of non-discretionary compensation into the regular rate of pay; (f) failure to pay for all hours worked, including off-the-clock work, nonproductive time, rest and recovery periods, and time subject to rounding practices; (g) failure to issue accurate, itemized wage statements and maintain payroll records; (h) failure to allow timely inspection of employment records; (i) failure to timely pay all wages due upon separation of employment; (j) failure to timely pay all wages due during employment, including late payment of regular wages; (k) failure to reimburse for necessary business expenses; (l) non-provision of wage statements; (m) misclassification of non-exempt employees as exempt; (n) failure to pay or properly distribute tips; (o) failure to provide paid sick leave or notice of accrued sick time; (p) failure to provide suitable seating when work permitted it; (q) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (r) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2800, 2802; and (s) violation of the California Industrial Welfare Commission Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. ("Released Class Claims"). Except for Plaintiff's Release by Plaintiff and as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits (other than paid time off and vacation), wrongful termination, violation of the Fair Employment and

Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3. Released PAGA Claims by Aggrieved Employees: All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint in the Action, the PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall entitle Defendants to bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

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

- 6.1. No Potential Conflicts with Administrator. Plaintiff, Class Counsel, Defendants, and Defense Counsel are not aware of any potential conflicts of interest with the Administrator.
- 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and 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 Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendants, or Defense Counsel; (v) signed declarations from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the operative complaint in the Action (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel

Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT 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 Administration Expenses, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payment to be issued to Aggrieved Employees, sending notices and translating same to Spanish, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendants comprising the Gross Settlement Amount and employer payroll taxes. 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. Tax Reporting. The Administrator will be responsible for calculating the applicable taxes and withholdings, including Defendants' employer payroll taxes owed on the Individual Class Payments, and for paying all taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue to Participating Class Members IRS Forms W-2 for the Wage Portions of the Individual Class Payments, IRS Forms 1099 for the Non-Wage Portions, and IRS Forms 1099 to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement.
- 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 three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 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 with Spanish translation, 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 Class Period Workweeks and PAGA Pay Periods (if applicable) 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 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, Defendants or Class Counsel is contacted by or otherwise discovers 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, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 7 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.
- 7.5. Requests for Exclusion (Opt-Outs).
- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, 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 representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. 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. 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' Releases under Paragraphs 5.2 and 5.3 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 and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are 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 Workweeks and 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, email 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 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7. Objections to Settlement.

- 7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal 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 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
 - 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. 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 of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); and (b) the names of Class Members who have submitted invalid Requests for Exclusion.
 - 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5. Administrator's Declaration. 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 Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6. Final Report by Settlement Administrator. Within 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 their records, Defendants estimate there are a total of 30,000 Workweeks as of June 10, 2025 (i.e., as of the date the Parties participated in mediation). Should the total number of Workweeks worked by Participating Class Members during the Class Period increase by more than 10% of this figure (i.e., by more than 3,000 Workweeks), Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by Participating Class Members above 10% (e.g., if there is a 12% increase in the number of Workweeks worked by Participating Class Members, Defendants shall increase the Gross Settlement Amount by 2%).

9. 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, subd. (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 (7) 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.

- 9.1. 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2. 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 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3. 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.
- 9.4. 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 Litigation 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.
- 9.5. 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.

10. 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.

11. ADDITIONAL PROVISIONS.

11.1. 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 Defendants that any of the allegations in the operative complaint in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve 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 Defendants' defenses. The Settlement, this Agreement and 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).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants 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, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, 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 in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. 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.

- 11.4. 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.
- 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.
- 11.6. 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.
- 11.7. 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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 CFR Part 10, as amended) or otherwise.
- 11.9. 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.
- 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11. 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.
- 11.12. 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.

- 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15. 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.
- 11.16. 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.
- 11.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Zorik Mooradian, Esq.
Haik Hacopian, Esq.
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
zorik@mooradianlaw.com
haik@mooradianlaw.com

To Defendant:

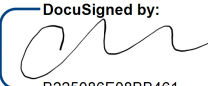
Roxana Verano, Esq.
Evelyn Zarraga, Esq.
LANDEGGER, VERANO, ALC
15760 Venture Blvd., Suite 1200
Encino, CA 91436
roxana@landeggeresq.com

evelyn@landeggeresq.com

- 11.18. 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.
- 11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: 10/27/2025 _____

PLAINTIFF CHRISTIAN GARCIA

DocuSigned by:

B225086E08BB461...

Christian Garcia,
Individually and as Class Representative

DATED: _____

DEFENDANT DANIEL GERSTNER

By: Daniel Gerstner

DATED: _____

DEFENDANT SILVIA GERSTNER

By: Silvia Gerstner

DATED: _____

DEFENDANT MISSION CAR WASH SAN GABRIEL, INC.

By: Daniel Gerstner

APPROVED AS TO FORM:

DATED: Nov. 18, 2025

MOORADIAN LAW, APC

/s/Haik Hacobian

Zorik Mooradian
Haik Hacobian
Counsel for Plaintiff Christian Garcia

DATED: _____

LANDEGGER, VERANO, ALC

Roxana Verano
Evelyn Zarraga
Counsel for Defendants

evelyn@landeggeresq.com

- 11.18. 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.
- 11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: _____

PLAINTIFF CHRISTIAN GARCIA

Christian Garcia,
Individually and as Class Representative

DATED: 10/9/2025

DEFENDANT DANIEL GERSTNER

Signed by:

23A8D4B63790482...

By: Daniel Gerstner

DATED: 10/9/2025

DEFENDANT SILVIA GERSTNER

DocuSigned by:

23A8D4B63790482...

By: Silvia Gerstner

DATED: 10/9/2025

DEFENDANT MISSION CAR WASH SAN GABRIEL, INC.

Signed by:

23A8D4B63790482...

By: Daniel Gerstner

APPROVED AS TO FORM:

DATED: _____

MOORADIAN LAW, APC

Zorik Mooradian
Haik Hacobian
Counsel for Plaintiff Christian Garcia

DATED: 10/09/25 _____

LANDEGGER, VERANO, ALC



Roxana Verano
Evelyn Zarraga
Counsel for Defendants

EXHIBIT A

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

Christian Garcia v. Daniel Gerstner and Silvia Gerstner (individually and doing business as, Mission Car Wash, Mission Express Lube, Alamo Car Wash, Alamo Express Lube, Alamo Food Mart, Casa Nostra, and Tia Glady's) and Mission Car Wash San Gabriel, Inc.

Los Angeles Superior Court Case Nos.: 23STCV05770

***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 DANIEL GERSTNER AND SILVIA GERSTNER (INDIVIDUALLY AND DOING BUSINESS AS, MISSION CAR WASH, MISSION EXPRESS LUBE, ALAMO CAR WASH, ALAMO EXPRESS LUBE, ALAMO FOOD MART, CASA NOSTRA, AND TIA GLADY'S) AND MISSION CAR WASH SAN GABRIEL, INC. ("Defendants") for alleged wage and hour violations. The Action was filed by Christian Garcia ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt, hourly paid employees who worked for Defendants within the State of California at any time during the Class Period of June 10, 2021 to July 10, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt, hourly paid employees who worked for Defendants within the State of California during the PAGA Period of October 18, 2021 to July 10, 2025 ("Aggrieved Employees").

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

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' 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 Defendants' records showing that **you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period**. If you believe that you worked more workweeks/pay periods during either 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 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 Defendants

to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period as described above, 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 Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion notifying the Administrator of your request to be excluded. 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 Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt-out of the Class Settlement.

Defendants 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 wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is .	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. 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. Defendants 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	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

but not the PAGA Settlement. Written Objections Must be Submitted by [REDACTED].	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 [REDACTED] Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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 [REDACTED].	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide compliant meal periods, rest breaks and accurate itemized wage statements, among other claims. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: MOORADIAN LAW, APC ("Class Counsel"). Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendants are represented by attorneys in the Action: LANDEGGER VERANO, ALC ("Defense Counsel").

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. 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 Defendants 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, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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) Defendants Will Pay \$600,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service 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, Defendants will fund the Gross Settlement within 30 days after the 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 Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a) Up to \$210,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b) Up to \$10,000.00 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - c) Up to \$9,000.00 to the Administrator for services administering the Settlement.
 - d) Up to \$30,000.00 for PAGA Penalties, allocated 75% (\$22,500) to the LWDA PAGA Payment and 25% (\$7,500) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA 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 Amount (the “Net Settlement Amount”) 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 Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. 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 Defendants 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 (including penalties and interest on back taxes, if applicable) 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 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. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. (https://www.sco.ca.gov/search_upd.html).
- (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 [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) who are Aggrieved Employees remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA claims alleged in the Action.

- (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 Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

- (8) Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, 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 Defendants have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the “Released Class 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 Defendants or its related entities based on the Class claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the release of the following “Released Class Claims”:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged in the operative complaint in the Action that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; (e) failure to factor non-discretionary bonuses or other forms of non-discretionary compensation into the regular rate of pay; (f) failure to pay for all hours worked, including off-the-clock work, nonproductive time, rest and recovery periods, and time subject to rounding practices; (g) failure to issue accurate, itemized wage statements and maintain payroll records; (h) failure to allow timely inspection of employment records; (i) failure to timely pay all wages due upon separation of employment; (j) failure to timely pay all wages due during employment, including late payment of regular wages; (k) failure to reimburse for necessary business expenses; (l) non-provision of wage statements; (m) misclassification of non-exempt employees as exempt; (n) failure to pay or properly distribute tips; (o) failure to provide paid sick leave or notice of accrued sick time; (p) failure to provide suitable seating when work permitted it; (q) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the

facts, claims, causes of action or legal theories described above; and (r) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2800, 2802; and (s) violation of the California Industrial Welfare Commission Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. ("Released Class Claims"). Except for Plaintiff's Release by Plaintiff and as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits (other than paid time off and vacation), wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The "Released Parties" means: Defendants, and each of their former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, exempt employees, representatives, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

- (10) Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have fully funded the Gross Settlement Amount, all Aggrieved Employees will be barred from asserting any of the "Released PAGA Claims" against Defendants, 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 Defendants or its related entities based on the PAGA claims alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative complaint in the Action, the PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall entitle Defendants to bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- (1) Individual Class Payments. The “Net Settlement Amount” is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for the 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. 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 the 25% share of the PAGA Penalties (\$7,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA 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 Defendants’ records are stated in the first page of this Notice. You have **until** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. 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 Defendants’ calculation of Workweeks and/or Pay Periods based on Defendants’ 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 Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW 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 the Individual PAGA Payment, if any.
- (2) Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt 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 a written and signed letter with your name, present address, telephone number, the last four digits of your social security 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 to be excluded. Be sure to personally sign your request, identify the Action as *Christian Garcia v. Daniel Gerstner and Silvia Gerstner, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, 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 Defendants are asking the Court to approve. At least **16 court days** before the _____ **Final Approval Hearing**, Class Counsel and/or 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 Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as the Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the **Administrator's Website: _____ (url) _____** or the Court's website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service 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 _____.** 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 *Christian Garcia v. Daniel Gerstner and Silvia Gerstner, et al.* and include your name, current address, telephone number, and approximate dates of employment for Defendants 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 (immediately below) 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 [redacted] at [redacted] in Department 48 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012. 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 virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's [website \(url\)](#) 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 Defendants 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 [to \(specify entity\) 's website at \(url\)](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 23STCV05770. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:

[Name of Company](#)

[Email Address](#)

[Mailing Address](#)

[Telephone](#)

[Fax Number](#)

Attorneys for the Plaintiff and Settlement Class Members:

Zorik Mooradian, Esq.

zorik@mooradianlaw.com

Haik Hacopian, Esq.

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

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 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.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, California 91302

Mooradianlaw.com

Telephone 818-487-1998/Facsimile 888-783-1030

October 27, 2022

VIA USPS CERTIFIED MAIL

SAMUEL HALE, LLC
2365 Iron Point Road #190
Folsom, CA 95630

DECISIONHR I, INC.
11101 Roosevelt Blvd., N
St, Petersburg, FL 33716

DECISIONHR
11101 Roosevelt Blvd., N
St, Petersburg, FL 33716

**SAN GABRIEL MISSION
CAR WASH, INC.**
DANIEL GERSTNER
SILVIA GERSTNER
918 S. San Gabriel Blvd.,
San Gabriel, CA 91776

MISSION CAR WASH
918 S. San Gabriel Blvd.,
San Gabriel, CA 91776

ALAMO FOOD MART
[Chevron Gas Station]
762 N. Nogales Ave.,
Walnut, CA 91789

ALAMO EXPRESS LUBE
762 N. Nogales Ave.,
Walnut, CA 91789

ALAMO CAR WASH, INC.
784 Nogales St.
Walnut, CA 91789

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

EXHIBIT "B"

Re: PAGA Notice Letter re California Wage & Hour Violations

To Whom It May Concern:

This office represents Christian “Christy” Garcia (also referred to herein as Ms. Garcia) with respect to claims she is seeking to bring under the Private Attorneys General Act (PAGA) for employment practices committed in violation of California law. This letter, which constitutes the notice required by Labor Code § 2699.3, is based on currently possessed information and belief.

Identity of “Employees”

Ms. Garcia intends to pursue PAGA claims on her own behalf and on the behalf of other current and former employees of the entities/individuals referenced below who performed non-exempt work for said entities/individuals and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during the following time period: One (1) year prior to the date of this PAGA Notice Letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered.

Said employees are collectively hereinafter referred to as “Employees”. The names of Employees (other than Christian “Christy” Garcia) are contained within the personnel records of DECISIONHR (as defined below).

Identity and Capacity of Employers

Ms. Garcia intends to pursue a PAGA action against SAMUEL HALE, LLC; DECISIONHR I, INC.; DECISIONHR; SAN GABRIEL MISSION CARWASH, INC.; MISSION CAR WASH; ALAMO FOOD MART; ALAMO EXPRESS LUBE; ALAMO CAR WASH, INC. and its parent companies, subsidiaries, successors, owners, officers, directors, managing agents and supervisors, including DANIEL GERSTNER and SILVIA GERSTNER (all of which/whom are collectively referred to herein as “DECISIONHR”). Ms. Garcia will seek to hold all owners, directors, officers and managing agents of SAMUEL HALE, LLC; DECISIONHR I, INC.; DECISIONHR; SAN GABRIEL MISSION CARWASH, INC.; MISSION CAR WASH; ALAMO FOOD MART; ALAMO EXPRESS LUBE; ALAMO CAR WASH, INC. (including Daniel Gerstner and Silvia Gerstner) personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist.

Therefore, in the PAGA action, Ms. Garcia will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that DECISIONHR and their parent companies, subsidiaries, successors, owners, officers, directors, and managing agents have been engaged in a joint enterprise. Moreover, said EMPLOYERS are joint employers of Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Employees.

VIOLATIONS/SUPPORTING FACTS AND THEORIES

At all times herein, DECISIONHR have been involved in the business of gas stations and car washes in the State of California and have employed/jointly employed Employees (including Ms. Garcia) to perform work and services in furtherance of their business and joint enterprise interests.

From October of 2021 through the end of January of 2022, Christian “Christy” Garcia was hired by DECISIONHR to work as a non-exempt, hourly wage employee in the State of California.

Going back for at least four years and continuing at the present time, DECISIONHR has engaged in the following employment practices known to date to be in violation of California employment laws.

Because DECISIONHR has refused to comply with Labor Code § 226 by making all of its records pertaining to Christian “Christy” Garcia’s employment available to Ms. Garcia, other facts substantiating additional or different violations may become evident after such records are obtained during the LWDA’s investigation of this matter or, alternatively, during litigation of this matter.

Misclassification Violations

Misclassifying Non-Exempt Employees as Exempt Employees: (Labor Code § 515, 8 CCR 11040, IWO No. 7 (Rule 1), and/or Other Applicable IWO): DECISIONHR violated and continues to violate Labor Code § 515, 8 CCR 11040, IWO No. 7 (or other applicable law, wage order and/or regulation) by misclassifying current and former non-exempt employees as exempt employees and, thereby, has unlawfully denied said individuals the employment benefits owed to Employees under California law, including the following benefits: overtime pay, rest breaks, meal breaks, minimum wage rates, sick leave benefits and other benefits owed to non-exempt employees under California law.

Said misclassifications are evidenced by a number of factors, including but not limited to: Employees who primarily performed non-exempt work were classified as performing in executive and/or administrative capacities when said employees did not, in fact, qualify for such classification. For example: 1) Said employees did not customarily and/or regularly exercise discretion and independent judgment in the performance of their duties; instead, they followed the instructions and procedures given to them by others; 2) Said employees were not paid a monthly salary that was equivalent to no less than two times the state minimum wage for full-time employment (i.e., 40 hours per week).

Overtime Violations

Failure to Pay Employees Mandated Overtime Pay (Labor Code § 500, Labor Code § 510, Labor Code § 1198, IWO No. 7 and/or Other Applicable IWO): DECISIONHR has violated and continues to violate Labor Code §§ 500, 510, 1198, IWO No. 7 (or other applicable law, wage order and/or regulation) by failing to pay Employees overtime compensation as required under California law as follows:

- Employees working more than 8 hours in a workday have not been paid time and one-half. Instead, they either were not paid for the time they worked over 8 hours, or they were only paid regular wages rather than overtime wages.
- Employees working more than 40 hours in a workweek have not been paid time and one-half. Instead, they either were not paid for the time they worked over 40 hours in a week, or they were only paid regular wages rather than overtime wages.
- Employees working more than 12 hours in a workday have not been paid double time. Instead, they either were not paid for the time they worked over 12 hours, or they were only paid regular wages or time and one-half rather than double time wages.

DECISIONHR's failure to pay Employees overtime wages in accordance with the Labor Code has been, in part, accomplished by wrongfully failing to include the following times in calculating Employees' wage during each pay-period that Employees were employed by DECISIONHR. In part, this was accomplished via illegal rounding of work times which consistently worked to the advantage of DECISIONHR.

Minimum Wage Violations

Failure to Pay Employees at Least the Minimum Wage for All Time Worked [Labor Code § 1182.12, Labor Code § 1194, Labor Code § 1197, Labor Code § 1198, IWO No. 7 or Other Applicable IWO, DECISIONHR has violated and continues to violate Labor Code §§ 1182.12, 1194, 1198, IWO No. 7 (or other applicable law, wage order, regulation and/or local law/ordinance regulating the minimum wage owed to employees) by failing to pay Employees at least the minimum wage required under the law. Specifically, because not all of the time worked by Employees has been/is being reported on the Employees' time records and/or paychecks, Employees have not been paid at least the minimum wage for all the time they actually worked for DECISIONHR. For example, Employees have not been paid at least the minimum wage owed due to rounding of starting and stopping times which have consistently worked to the unfair advantage of DECISIONHR. Employees have also not been paid for breaks.

Tip Violations

Failure to Pay Tips Left by Customers for Employees (Labor Code § 351, Labor Code § 1198)

Pursuant to Labor Code § 351, tips are the sole property of the employees (not the employer or its agents which are defined in Labor Code § 350 as those having authority to hire, fire, direct or control the acts of Defendants' employees).

Nevertheless, on a daily basis, instead of distributing all of the tips left by customers to Employees (including Christian "Christy" Garcia), DECISIONHR has taken, and continues to take, tips for themselves and their agents. As a result, Christian "Christy" Garcia and other Employees who were/are entitled to all or a portion of the tips left by customers have been unlawfully, unfairly and or fraudulently denied receipt of such tips.

Meal Period Violations

Failure to Provide Legally Mandated and Legally Compliant Meal Periods or, In Lieu Thereof, Premium Pay Wages (Labor Code § 226.7, Labor Code § 512, Labor Code § 516, Labor Code § 1198, IWO No. 7 or Other Applicable IWO):

On a daily basis, DECISIONHR has engaged, and continues to engage, in the business-wide practice of not providing Employees with legally compliant meal periods mandated under California law as follows:

- a) In violation of Labor Code § 512 and the above-referenced IWO, DECISIONHR has failed, and continues to fail, to provide Employees working 5.1 to 10 hours in their workday with at least one 30-minute unrestricted and uninterrupted meal period within the first 5 hours of their workday. Instead, on a daily (or at least weekly) basis Employees are either not provided with a meal period or, when they are provided a meal period, the meal period is not within the first 5 hours of work, it is interrupted, and/or the Employees are required to remain on duty. Additionally, in violation of Labor Code § 226.7, DECISIONHR failed to pay said Employees one hour of pay (aka premium pay) for each day a legally compliant meal break was not provided.
- b) In violation of Labor Code § 512 and the above-referenced IWO, DECISIONHR has failed, and continues to fail, to provide Employees working 10.1 to 14 hours in their workday with a second 30-minute, unrestricted and uninterrupted meal period within the first ten hours of their workday. Instead, on a daily (or at least weekly) basis, Employees are either not provided with a meal period or, when they are provided a meal period, the meal period is not timely, it is interrupted, and/or the Employees are required to remain on duty. Additionally, in violation of Labor Code § 226.7, DECISIONHR failed to pay said Employees one hour of pay (aka premium pay) for each day the required second meal period was not provided.

Based on the information known to date, it is believed that every Employee was denied at least one legally compliant meal period every pay period that they worked for DECISIONHR. The total number of pay periods that each Employee was denied one or more meal periods can be determined via the time records of the Employees during the statutory time period. Ms. Garcia

was denied a legally compliant meal period multiple times every pay period. Indeed, she was denied a legally compliant meal period almost every workday.

Rest Break Violations

Failure to Provide Legally Mandated and Legally Compliant Rest Breaks or, In Lieu Thereof, Premium Pay Wages (Labor Code § 226.7, Labor Code § 512, Labor Code § 516, Labor Code § 1198, IWO No. 7 or Other Applicable IWO); and Cal/OSHA violation.

On a daily basis, DECISIONHR has engaged, and continues to engage, in the business-wide practice of not authorizing and/or permitting Employees to take the paid rest breaks they are entitled to under California law as follows:

- a) In violation of Labor Code § 512 and the above-referenced IWO, DECISIONHR has failed, and continues to fail, to authorize and/or permit Employees working 3.5 to 6 hours in a workday to take at least one unrestricted and uninterrupted 10-minute net rest break in the middle of their daily work periods even though it was practical for Employees to take such rest breaks. Instead, on a daily (or at least weekly) basis, Employees were either not given rest breaks; or, when they were given rest breaks, the breaks were not in the middle of the work period, the breaks were interrupted and/or Employees were required to remain on-duty during their rest breaks. Additionally, in violation of Labor Code § 226.7, DECISIONHR failed to pay said Employees one hour of pay (aka premium wages) for each day that required rest breaks were not authorized and/or permitted.
- b) In violation of Labor Code § 512 and the above-referenced IWO, DECISIONHR has failed, and continues to fail, to authorize and/or permit Employees working 6.1 to 10 hours in a workday to take at least two unrestricted and uninterrupted 10-minute rest breaks in the middle of each of their daily work periods even though it was practical for Employees to take such rest breaks. Instead, on a daily (or at least weekly) basis, Employees were either not given rest breaks; or, when they were given rest breaks, the breaks were not in the middle of the work period, the breaks were interrupted and/or Employees were required to remain on-duty during their rest breaks. Additionally, in violation of Labor Code § 226.7, DECISIONHR failed to pay said Employees one hour of pay (aka premium pay) for each day the required rest breaks were not authorized and/or permitted.

Based on the information known to date, it is believed that every Employee was denied one legally compliant rest break every pay period that they worked for DECISIONHR. The total number of pay period violations that each Employees suffered from one or more rest break violations can be determined via the time records of the Employees during the statutory time period. Ms. Garcia was denied a legally compliant rest break multiple times every pay period. Indeed, he was denied a legally compliant rest break almost every workday.

In addition, Ms. Garcia was disallowed from using the bathroom during her working hours with DECISIONHR, which also gives rise to an action under Cal/OSHA, the Division of Occupational Safety and Health/State of California Industrial Relations, which claim is stated here and incorporated fully.

Sick Leave Benefit Violations

Failure to Provide Mandated Sick Leave Benefits (Labor Code § 233 and Labor Code § 246)

DECISIONHR has violated and continues to violate Labor Code §§ 233, 246 (or other applicable law, wage order and/or regulation) by failing to provide Employees (including Ms. Garcia) with the sick leave benefits mandated by law. Specifically, DECISIONHR has either not provided its Employees with any sick time.

Failure to Notify Employees of their Available Sick Leave Benefits (Labor Code § 246(i)) Leave:

DECISIONHR has violated and continues to violate Labor Code § 246(i) by failing to notify Employees as to the amount of their available sick leave either in their wage statements or in a separate writing provided to Employees on the designated pay date along with the Employee's payment of wages.

Seating Accommodation Violations

Failure to Provide Employees with Seating Accommodations (Labor Code § 1198, IWO No. 7 or Other Applicable IWO)

DECISIONHR has adopted and continues to adopt a custom and practice of failing to provide its current and former Employees (including Ms. Garcia) with: **1)** Suitable seating when the nature of the Employees' work reasonably permits use of seats and **2)** Suitable seating in reasonable proximity to Employee's work areas for use by Employees when a) they are not engaged in active duty, b) their work requires standing and c) such seats would not interfere with the performance of their duties. No such seating was provided.

Timely Wage Payment Violations

Failure to Pay/Timely Pay Employees All Wages Owed on Designated Paydays (Labor Code § 200, Labor Code §§ 204 – 204b):

DECISIONHR has violated and continues to violate Labor Code §§ 204-204b and the applicable wage order by failing to pay Employees the wages they were due within the timeframes set forth in Labor Code §§ 204-204b. Such failures occurred in at least the following ways:

- a) DECISIONHR regularly requires Employees to work "off-the-clock" and, thereafter, does not compensate them for the time worked "off-the-clock". Depending on the particular Employee involved, the time worked off-the-clock occurs on a daily basis before their shift begins, during the Employee's meal period and/or after their scheduled shift is over.
- b) DECISIONHR unfairly "rounds" the punch-in times of its Employees such that Employees are not paid for all the time they actually work. Moreover, the rounding consistently works as an unfair monetary advantage to DECISIONHR and to the detriment of the Employees.
- c) DECISIONHR does not pay Employees the tips they are owed pursuant to Labor Code § 351.

- d) DECISIONHR has not paid Employees overtime pay because DECISIONHR has not included all the time Employees have actually worked in the Employees' time records which are used to calculate Employees' regular and overtime wages.
- e) Employees who are owed additional wages due to DECISIONHR's failure to comply with minimum wages laws have not been paid said wages.
- f) Employees have not been paid the premium pay wages owed by DECISIONHR for missed, untimely, restricted, interrupted and/or short rest breaks.
- g) Employees have not been paid the premium pay wages owed by DECISIONHR for missed, untimely, restricted, interrupted and/or short meal periods.
- h) Employees have not been paid minimum, regular and/or overtime wages for time worked but not included in the calculations of Employees' wages included in the Employees' paychecks and/or wage statements.
- i) Employees have not been paid minimum, regular and/or overtime wages owed for on-duty meal periods.
- j) Employees have not been paid minimum, regular and/or overtime wages owed due to rounding of clock-in times which have consistently worked to the unfair advantage of DECISIONHR.
- k) Employees who have worked more than 8 hours to 12 hours in a workday have not been paid time and one-half.
- l) Employees who have worked more than 40 hours in a workweek have not been paid time and one-half.
- m) Employees who are owed additional wages due to DECISIONHR's failure to comply with minimum wages laws have not been paid said wages.

Because Employees were not compensated for the above-referenced wages, Employees were not paid such wages within the timeframes set forth in Labor Code §210.

Wage Statement Violations

Failure to Provide Employees with Accurate Itemized Wage Statements (Labor Code § 226) DECISIONHR has adopted, and continues to adopt, a custom and practice of providing wage statements to Employees that fail to comply with Labor Code § 226 in the following ways:

- DECISIONHR's wage statements do not accurately record the total hours worked and the gross/net wages earned by Employees for:
 - Premium pay wages for missed, untimely, restricted, interrupted and/or short rest breaks as referenced above;
 - Premium pay wages for missed, untimely, restricted, interrupted and/or short meal periods as referenced above,
 - Regular and/or overtime wages for time worked but not reported on DECISIONHRs' time records;
 - Regular and/or overtime wages for on-duty meal periods;
 - Regular and/or overtime wages for reporting time;
 - Regular and/or overtime wages for rounding to the benefit of DECISIONHR;
 - Earned overtime wages;
 - Owed wages due to DECISIONHR's failure to comply with minimum wages laws;
 - Tips

Waiting Time Violations at Time of Separation

Failure to Pay/Timely Pay Employees All Wages Due at Time of Separation (Labor Code §§ 201-202): DECISIONHR has violated and continues to violate Labor Code §§ 201-202 by failing to pay Employees who have become separated from DECISIONHR the complete and correct amount of all wages owed to such Employees at the time of their separation within the timeframes mandated by Labor Code §§ 201-202 in the following ways:

- For Employees who have been terminated, DECISIONHR has failed, and continues to fail, to pay said employees all wages due and payable immediately at the time of their termination.
- For Employees who have given at least 72-hours-notice of resigning or otherwise separating from DECISIONHR, DECISIONHR has failed (and continues to fail) to pay said Employees all wages due and payable on their last day of work.
- For Employees who have resigned or otherwise separated from DECISIONHR and have not given at least 72- hours' notice, DECISIONHR has failed (and continues to fail) to pay said Employees all wages due and payable within 72-hours.
- Employees who have become separated from DECISIONHR (whether by termination, resignation or otherwise) have not been paid the premium pay wages owed at the time of separation for missed, untimely, restricted, interrupted and/or short rest breaks.
- Employees who have become separated from DECISIONHR (whether by termination, resignation or otherwise) have not been paid the premium pay wages owed at the time of separation for missed, untimely, restricted, interrupted and/or short meal periods.
- Employees who have become separated from DECISIONHR (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for time worked but not reported on DECISIONHRs' time sheets and/or wage statements.
- Employees who have become separated from DECISIONHR (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for on-duty meal periods.
- Employees who have become separated from DECISIONHR (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for time unpaid due to rounding practices that unfairly worked to the benefit of DECISIONHR.
- Employees who have become separated from DECISIONHR (whether by termination, resignation or otherwise) have not been paid the overtime wages owed at the time of separation.
- Employees who have become separated from DECISIONHR (whether by termination, resignation or otherwise) have not been paid wages owed due to DECISIONHR's failure to pay at least the minimum wage mandated by law.

Since none of the separated employees have been paid the entirety of the wages they were owed at the time of their separation, each such Employee is entitled to continuing wages for the 30-day maximum set forth in Labor Code § 203 (see below).

The number of pay period violations of Labor Code §§ 201-202 can be determined from information contained in DECISIONHR's employment records including records which show when Employees became separated from employment with DECISIONHR, when said Employees were paid their final wages from DECISIONHR and what wages were paid as well as records regarding the total number of Employees who have become separated from employment during the statutory period (this number will continue to grow until the illegal practice is stopped).

Failure to Pay/Timely Pay Separated Employees Continuous Wages (Labor Code § 203):

DECISIONHR has violated and continues to violate Labor Code § 203 (or other applicable law, wage order and/or regulation) by failing to pay up to 30 days of continuing wages to Employees who have become separated from DECISIONHR and are not paid all the wages owed to Employees at the time of separation pursuant to Labor Code §§ 201-202, as set forth above.

Employment Record Request Violations

Failure to Respond/Timely Respond to Employees' Requests to Inspect and/or Copy Employment Records (Labor Code § 226)

DECISIONHR has adopted and continues to adopt a custom and practice of failing to respond or timely respond to Employees' request to inspect and/or a copy all records that pertain to their employment with DECISIONHR. As a result, DECISIONHR has prevented Employees (including Christian "Christy" Garcia) from discovering all facts and/or theories of liability which may subject DECISIONHR to liability under the PAGA.

Conclusion

If the State of California intends to investigate the matters set forth herein, please inform our offices as soon as possible as prompt administrative action will permit the identified unlawful practices to be rectified in prompt fashion. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code § 2698 *et. seq.* (PAGA) Ms. Garcia reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest and costs against DECISIONHR, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC



ZORIK MOORADIAN
Attorney for Christian "Christy" Garcia

CASE NAME: GARCIA v GERSTNER

Requesting Attorney: Haik Hacobian
Plaintiff or Defense: Plaintiff
Firm Name: Mooradian Law, APC
Telephone: (818) 487-1998
Email: haik.hacobian@gmail.com

Date: October 2, 2025
Prepared By: Timothy Phillips
 50 Corporate Park, Irvine CA92606
 Tim@CPTGroup.com
Direct Number: (818) 415-2703
Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class Size: 300 Opt-Out Filing Rate: 1.5% No. of Checks Issued: 296 Language Translation Services: Yes Settlement Website: No Notice Procedures: Mail	Undeliverable Mail Rate: 10% Payment Option: Check Unclaimed Funds: SCO Postage Total: \$723.79 Grand Total: \$13,592.36 CPT'S DISCOUNTED FEE: \$8,400.00
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The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the Class Notice. Each Class Member will receive a unique mailing ID that will be utilized for all administrative purposes. If necessary, CPT will translate the court-approved Notice documents and opt-out form into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	3	\$285.00
Programming: Data Base Setup	\$150.00	3	\$450.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Sub Total:			\$1,935.00

DIRECT MAIL NOTIFICATION

CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. A detailed notice and a one-page opt-out form will be mailed in English and Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	30	\$25.50
Print & Mail Notice Packets	\$1.50	300	\$450.00
First-Class Postage (up to 2 oz.)*	\$1.03	300	\$309.00
Sub Total:			\$1,109.50

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 10% of the notices are returned as undeliverable. Upon notification from USPS, CPT performs a skip trace to locate a current address. Typically, 70% of the undeliverable notice packets are eligible for remailing with an updated address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	30	\$15.00
Skip Trace for Best Address	\$1.00	27	\$27.00
Print & Remail Notice Packets	\$1.50	21	\$31.50
First-Class Postage (up to 2 oz.)	\$1.03	21	\$21.63
Sub Total:			\$155.13

EXHIBIT "C"

OPT-OUT PROCESSING

CPT will thoroughly examine the submissions to identify and remove any duplicates, fraudulent responses, or otherwise invalid submissions. CPT will process and verify opt-outs, objections, and other responses submitted by class members. Deficient responses will be sent a follow-up notice, offering the class member a chance to cure.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	2	\$300.00
Project Manager: Validate Opt-Outs	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	5	\$11.25
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.74	1	\$0.74
Review & Process Deficiency Responses	\$10.00	1	\$10.00
Sub Total:			\$478.49

CLASS MEMBER SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	60	\$180.00
Sub Total:			\$480.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholding processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	296	\$29.55
Sub Total:			\$464.55

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon Final Approval, CPT will perform the required settlement payment calculations, and once approved by the parties, CPT will issue a (MICR) check to all eligible claimants. CPT will also issue an IRS Form 1099 and/or IRS Form W-2 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check-cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	296	\$738.75
First-Class Postage (up to 1 oz.)	\$0.74	296	\$218.67
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	15	\$7.39
Skip Trace for Best Address	\$1.00	15	\$14.78
Remail Undeliverable Checks	\$2.50	13	\$32.50
First-Class Postage (up to 1 oz.)	\$0.74	13	\$9.62
Re-Issue Checks as Required	\$5.00	12	\$60.00
First-Class Postage (up to 1 oz.)	\$0.74	12	\$8.88
Reminder Check Postcard	\$0.40	236	\$94.56
Postage for Postcard	\$0.62	236	\$146.57
Sub Total:			\$5,121.71

TAXREPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
WA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Sub Total:			\$3,040.00

*CPT will file Federal and Washington taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UP Enterprise Reporting Services	\$0.15	62	\$9.30
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.68	1	\$8.68
Add'l Account Recons	\$150.00	3	\$450.00
Sub Total:			\$807.98

Total Administration Costs:	\$13,592.36
<i>Courtesy Discount:</i>	-\$5,192.36
CPT'S DISCOUNTED FLAT FEE:	\$8,400.00

TERMS AND CONDITIONS

These Terms and Conditions ("Terms and Conditions") are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. ("CPT") to Client. Each of Client and CPT is a "Party" to this Agreement, and collectively, the "Parties".

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Agreement"** means these Terms and Conditions and the Bid.
 - c) **"Applicable Laws"** means all applicable local, state and federal laws, ordinances, rules and regulations.
 - d) **"Approved Bank"** means any financial institution that is insured by the Federal Deposit Insurance Corporation.
 - e) **"Bid"** means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
 - f) **"Case"** means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
 - g) **"Class"** means Members and putative Members collectively.
 - h) **"Client"** means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named Party and/or Parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney(s) of record for the Defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Member"** means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
 - o) **"Member Content"** means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
 - p) **"Member Data"** means proprietary or personal data regarding Members under this Agreement.
 - q) **"Parties To The Case"** shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
 - r) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - s) **"Plaintiff Counsel"** means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
 - t) **"Products"** means any and all CPT Services and work product resulting from Services.
 - u) **"Qualified Settlement Fund"** or **"QSF"** means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
 - v) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - w) **"Settlement Agreement"** means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
 - x) **"Settlement Amount"** means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
 - y) **"Software"** means any and all of CPT's software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - z) **"Transmission Methods"** means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
 - aa) **"Term"** means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
 - bb) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. **CPT Obligations.** CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. **Security.** Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) **Incident Notification.** In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party's systems (items (i) and/or (ii) a **"Security Incident"**), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
 - b) **Response Procedures.** In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

- any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.
6. **Qualified Settlement Fund Account.** When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
 7. **Fees and Payment.** Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account. Client is aware that CPT may receive financial benefits, including discounts on certain banking services and competition for services that ensure eligibility for FDIC deposit insurance or in connection with the establishment of QSF accounts. Client agrees that any such financial benefit may be retained by CPT as additional compensation for CPT's services.
 8. **Term and Termination.**
 - a) **Term.** The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
 - b) **Termination for Cause.** Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
 - c) **Bankruptcy Events.** A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) **Effect of Termination.** Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally input into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
 - e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
 9. **Confidentiality.** Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
 - a) **Compelled Disclosure.** If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
 - b) **Remedies.** If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as monetary damages.
 10. **Intellectual Property.** CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.
 11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
 12. **Warranties.** Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE
 13. **Liability.**
 - a) **Liability Cap.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT,

REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
15. Miscellaneous Provisions.
 - a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
 - b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
 - c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
 - d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
 - e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.
 - f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
 - g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
 - h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical

data ("**Statistical Data**") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided, however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

Declaration of ZORIK MOORADIAN

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DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Christian “Christy” Garcia and seek appointment as Class Counsel in the class action lawsuit entitled *Christian Garcia, individually and on behalf of other persons similarly situated and similarly aggrieved employees v. Daniel Gerstner, et al.*, and bearing Los Angeles County Superior Court Case No. 23STCV05770. I make this Declaration in support of Plaintiff’s Motion for Preliminary Approval based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I have attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and have received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 34 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter. I have also been and continue to be plaintiff’s counsel in many wage and hour and consumer class actions, complex and multi-party matters.

3. The following is a short title index of class actions and individual employment/wage-and-hour cases (recent past and pending), in which I have represented and/or continue to represent the plaintiffs or defendants in the capacity of co-counsel or lead counsel:

4. Granados v. Bimbo Bakeries/CV 09-07329 DMG; Garcia v. Pharmavite /BC435699; Barsamian/Park v. Staples /BC450208 and BC449815; Bosch v. Bakery Holdings/BC484494; Uribe v. American Guard Services/ BC492881; Gamez-Flores v. Haynes Building Services/BC493709; Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Perez v. Valleycrest/ BC 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab

1 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
2 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
3 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
4 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
5 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
6 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
7 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
8 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
9 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-
10 2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185;
11 Balaguer v. Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited
12 Partnership/30-2018-01007420; Boch v. Merchants Building
13 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.
14 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486;
15 Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State
16 Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v.
17 Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958;
18 Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava
19 Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
20 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369;
21 Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-
22 01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.
23 Township Retail Services/18STCV06709; Hernandez v. Resource Employment
24 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-
25 00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v.
26 Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798;
27 Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United
28 Production Framing/30-2019-01104255; Morales Cano v. Coordinated
Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105;

1 Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I,
2 LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
3 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986;
4 Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v.
5 First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
6 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR
7 Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v.
8 GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres
9 v. Metro Security/19STCV15680; Trujillo v. Securitas Security
10 Services/19STCV01207; Villacana v. Crothall Laundry Services,
11 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

12 5. I am familiar with California wage and hour law and the laws governing the
13 alleged violations in this matter, including but not limited to California Labor Code Sections
14 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
15 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
16 Private Attorneys General Act.

17 6. I seek appointment as class counsel on behalf of the settlement class. I know
18 of no conflicts that would preclude me, or Mr. Hacopian, from serving as Class Counsel in
19 this matter. I also know of no conflicts that would preclude Ms. Garcia from serving as the
20 Class Representative in this matter.

21 7. As a result of my prior experience as class counsel in other wage and hour
22 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed
23 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
24 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
25 settlement is fair to the class, reasonable and more than adequate in view of (i) the strength
26 of Plaintiff's claims and Defendants' defenses, (ii) the risk, expense, complexity and likely
27 duration of further litigation, (iii) the risk and difficulty of obtaining class certification and
28 maintaining class action status through trial, (iv) the total settlement amount of \$600,000

1 offered in settlement, (v) the discovery conducted by the Parties in this case, (vi) my
2 experience with similar settlements in wage and hour class actions that have received court
3 approval, and (vii) the fact that the settlement was the result of arms' length negotiations
4 between experienced counsel facilitated by Mr. Steve Cerveris, a respected neutral mediator.

5 8. I submit that the proposed settlement is within the range of possible approval
6 for communication of a notice in conformity and consideration thereof by the Settlement
7 Class. The Court will have the opportunity to again assess the reasonableness of the
8 settlement after the Class has had the opportunity to opt-out or object.

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

11 Executed on November 26, 2025, in Calabasas, California.

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14 */s/Zorik Mooradian*
15 Zorik Mooradian
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**Declaration of
CHRISTIAN GARCIA**

I, Christian Garcia, hereby declare as follows:

6. I have been involved with this case since contacting my attorneys in February of 2022. In the over three and half years I have been involved in this case, I have put a significant amount time and effort assisting my attorneys and participating in this case. I have participated in numerous telephonic conferences speaking to my attorneys and their staff. I have also spent time looking for documents requested from me by my attorneys. I have also

1 participated in, and helped my attorneys prepare for, the mediation for this case. I have also
2 spent time reviewing the settlement agreement as well as this declaration.

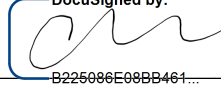
3 7. In total, I estimate that I have spent approximately 14 hours to date participating
4 in this case.

5 8. I understand that the parties have agreed to a \$10,000 service award to me for
6 coming forward and participating in this case and for providing a release of claims to
7 Defendants which includes more claims than what the other class members are releasing. I also
8 understand that any amounts payable to me must be approved by the Court.

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

11 Executed this ____ day of October 2025, at _____, California.

12 10/27/2025

13 DocuSigned by:
14 
B225088E08BB461...
15 Christian Garcia

1 ZORIK MOORADIAN, Bar No. 136636

2 zorik@mooradianlaw.com

3 HAIK HACOPIAN, Bar No. 282361

4 haik@mooradianlaw.com

5 **MOORADIAN LAW, APC**

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Facsimile: (888) 783-1030

6 Attorneys for Plaintiff Christian Garcia, individually and on behalf of other persons
similarly situated and similarly aggrieved employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 CHRISTIAN GARCIA, individually and
12 on behalf of other persons similarly
situated and aggrieved current and former
13 employees,

14 Plaintiffs,

15 v.

16 DANIEL GERSTNER, SILVIA
GERSTNER, ALAMO CAR WASH,
17 INC., MISSION CAR WASH SAN
GABRIEL, INC., SAN GABRIEL
18 MISSION CAR WASH, INC., and DOES
1 through 50,

19 Defendants.
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Case No.: 23STCV05770

CLASS AND PAGA REPRESENTATIVE
ACTION

*[Assigned to Hon. Thomas D. Long
in Dept. 48]*

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[FILED CONCURRENTLY WITH
NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT;
DECLARATION OF HAIK
HACOPIAN WITH EXHIBITS;
DECLARATION OF ZORIK
MOORADIAN; DECLARATION OF
CHRISTIAN GARCIA]

Date: December 30, 2025

Time: 8:30 a.m.

Dept.: 48

RESERVATION ID: 552785775709

1 On December 30, 2025, the Court considered the motion of Plaintiff Christian Garcia
2 for preliminary approval of the Parties' proposed class action Settlement.

3 The Court having read and considered the papers on the motion submitted by Class
4 Counsel, having heard the presentation of Class Counsel and Defendants' counsel, having
5 reviewed all of the submissions presented with respect to the proposed Settlement, having
6 carefully considered the requirements for class certification, and having preliminarily
7 determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED
8 ADJUDGED, and DECREED that:

9 1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant
10 to Cal. Rules of Court, rule 3.769;

11 2. The Settlement, as set forth in the Class Action and PAGA Settlement
12 Agreement and Class Notice ("Settlement Agreement"), is in all respects fair, reasonable,
13 adequate, and in the best interests of the Settlement Class, and it is preliminarily approved.
14 Except as expressly set forth herein, the Parties shall effectuate the Settlement Agreement
15 according to its terms. The Settlement Agreement, and every term and provision thereof, shall
16 be deemed incorporated herein as if explicitly set forth and shall have full force of an Order
17 of this Court;

18 3. The Court finds that the notice plan set forth in the Settlement Agreement
19 constitutes the best notice practicable under the circumstances and shall constitute due and
20 sufficient notice to the Settlement Class of the pendency of the Action, the terms of the
21 Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of
22 California law and federal due process law;

23 4. The proposed Settlement Class is provisionally certified under Civ. Code §
24 382, with the Class consisting of:

25 All current and former non-exempt, hourly paid employees who
26 worked for Defendants in California at any time during the period from
June 10, 2021 to July 10, 2025 ("Class Period").

5. Plaintiff Christian Garcia is appointed as the Class Representative;

6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC are appointed

1 as Class Counsel for the class;

2 7. CPT Group, Inc. is appointed as the third-party administrator (“Settlement
3 Administrator”);

4 8. The proposed settlement of Plaintiff’s Private Attorneys General Act (the
5 “PAGA”) claims is preliminarily approved;

6 9. The proposed Class Notice, attached to the Settlement Agreement, is approved
7 and shall be disseminated according to the notice plan described in the Settlement Agreement
8 and substantially in the form submitted;

9 10. In conformity with the Class Notice, Settlement Class Members wishing to be
10 excluded from the Settlement Class must submit a written request for exclusion requesting
11 exclusion from the Settlement on or before the expiration of the opt out period (60 days after
12 the date that the Class Notice is mailed);

13 12. In conformity with the Class Notice, any Settlement Class Member who does
14 not opt out of the Settlement may object to the settlement, either personally or through an
15 attorney, orally at the Final Approval Hearing or by providing written notice that the
16 Settlement Class Member is objecting to the Settlement Administrator, which written notice
17 must be postmarked no later than 60 days after the date that the Class Notice is mailed;

18 13. A Final Approval Hearing will be held on _____,
19 to determine if the proposed settlement should be granted final approval. The Court will hear
20 all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiff’s
21 request for Class Representative Service Payment, Class Counsel’s request for Attorney’s
22 Fees, Class Counsel’s request for Costs, payment to the LWDA, and payment to the
23 Settlement Administrator. Any Settlement Class Member who complies with the procedures
24 and requirements specified in the Class Notice may appear at the Final Approval Hearing;

25 14. Class Counsel is to file and serve the Motion for Final Approval of Class
26 Action Settlement and for Awards of Class Representative’s Service Award, Attorneys’ Fees,
Costs, payment to the LWDA, and payment to the Settlement Administrator, by
_____; and

1 15. The Court shall retain jurisdiction necessary to effectuate this Order and
2 consider all further applications out of or in connection with the Settlement.

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Dated: _____

By: _____
Honorable Thomas D. Long
Judge of the Superior Court

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On **December 1, 2025**, I served on the parties of record in this action the foregoing document(s) described as:

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(Filed online at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html> under LWDA-CM-916552-22)

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Make a Reservation

CHRISTIAN GARCIA vs DANIEL GERSTNER, et al.

Case Number: 23STCV05770 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2023-03-15 Location: Stanley Mosk Courthouse - Department 48

Reservation

Case Name: CHRISTIAN GARCIA vs DANIEL GERSTNER, et al.	Case Number: 23STCV05770
Type: Motion for Order (Motion for Preliminary Approval of Class Action Settlement)	Status: RESERVED
Filing Party: Christian Garcia (Plaintiff)	Location: Stanley Mosk Courthouse - Department 48
Date/Time: 12/30/2025 8:30 AM	Number of Motions: 1
Reservation ID: 552785775709	Confirmation Code: CR-AISSBMQA8ZXVF9PBN

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

[Print Receipt](#)

[+ Reserve Another Hearing](#)

[View My Reservations](#)