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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

Case No.: 23STCV05770

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

CLASS AND REPRESENTATIVE ACTION

Plaintiffs,

[Assigned to Hon. Thomas D. Long in Dept. 506]

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,

PLAINTIFF’S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE’S ENHANCEMENT AWARD, CLASS COUNSEL ATTORNEYS’ FEES AND COSTS, SETTLEMENT ADMINISTRATION COSTS, AND LWDA PAYMENT; DECLARATIONS BY: (1) KAYLIE O’CONNOR; (2) HAIK HACOPIAN, (3) ZORIK MOORADIAN, (4) CHRISTIAN GARCIA

Defendants.

[PROPOSED] ORDER CONCURRENTLY SUBMITTED

Date: June 16, 2026

Time: 8:30 a.m.

Dept.: 506

1 **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769, on June
2 16, 2026 at 8:30 a.m. or as soon thereafter as the matter may be heard in Department 506 of
3 the above-entitled Court located at 111 North Hill Street, Los Angeles, California 90012,
4 Plaintiff Christian Garcia ("Plaintiff"), individually and on behalf of a similarly-situated class
5 of individuals, will and hereby does move this Court for entry of an Order pursuant to
6 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.769:

7 1. Confirming the certification of the Settlement Class for settlement purposes
8 under Section 382 of the California Code of Civil Procedure, defined as follows:

9 All current and former non-exempt, hourly paid employees who worked
10 for Defendants in California at any time during the period from June 10,
11 2021 to July 10, 2025 ("Class Period").

12 2. Confirming the appointment of Plaintiff Christian Garcia as Class
13 Representative;

14 3. Confirming the appointment of Zorik Mooradian and Haik Hacopian of
15 Mooradian Law, APC as Class Counsel;

16 4. Granting final approval of the Class Action and PAGA Settlement Agreement
17 and Class Notice ("Settlement Agreement" or "S.A.");

18 5. Approving an award of \$210,000 in Attorneys' Fees to Class Counsel;

19 6. Approving an award of \$10,446.40 in litigation costs and expenses to Class
20 Counsel;

21 7. Approving an award of \$9,000.00 in Settlement Administration Costs to CPT
22 Group;

23 8. Approving an allocation of \$30,000 for Private Attorneys General Act
24 ("PAGA") claims with respective division and payments as follows: 75% (\$22,500) to the
25 California Labor and Workforce Development Agency ("LWDA") and 25% (\$7,500) to
26 Aggrieved Employees, defined as: "all current and former non-exempt, hourly paid employees
27 who worked for Defendants in California at any time during the period from October 28, 2021
28 to July 10, 2025 ("PAGA Period")"; and

1 9. Approving an Enhancement Award of \$10,000 to Plaintiff for her services as
2 the Class Representative and for agreeing to a general release.

3 This Motion is made on the following grounds: (1) the Settlement Class continues to
4 meet the requirements for class certification for settlement purposes only under Code of Civil
5 Procedure § 382; (2) Plaintiff and previously appointed Class Counsel continue to be adequate
6 representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable
7 compromise of disputed wage and hour claims; (4) the requested awards of Class Counsel
8 Attorneys' Fees, Class Counsel Costs, Enhancement Award, and Settlement Administration
9 Costs, are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed]
10 Order Granting Final Approval of Class Action Settlement submitted herewith should be
11 entered so as to give finality to, and allow for disbursements from, the Settlement.

12 This Motion is based on this Notice of Motion, the accompanying Memorandum of
13 Points and Authorities, the Declaration of Kaylie O'Connor, the Declaration of Haik
14 Hacopian, the Declaration of Zorik Mooradian, the Declaration of Christian Garcia, the
15 pleadings and other papers filed in this action, and on any further oral or documentary
16 evidence or argument presented at the time of hearing.

17
18 Dated: May 18, 2026

MOORADIAN LAW, APC

19
20 By: /s/Haik Hacopian
21 Zorik Mooradian, Esq.,
22 Haik Hacopian, Esq.,
23 Attorneys for Plaintiff, individually and on behalf
24 of other persons similarly situated and similarly
25 aggrieved employees

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff, Christian Garcia (hereinafter “Plaintiff” or “Class Representative”), hereby
4 requests final approval of the non-reversionary class action settlement entered into with
5 Defendants Daniel Gerstner and Silvia Gerstner, individually and doing business as Mission
6 Car Wash, Mission Express Lube, Alamo Car Wash, Alamo Express Lube, Alamo Food Mart,
7 Casa Nostra, and Tia Glady’s, and Defendant Mission Car Wash San Gabriel, Inc. (hereinafter
8 “Gerstner” or “Defendant”) which resolves the subject class and representative action on
9 behalf of the Settlement Class defined as follows:

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

13 This settlement has been received positively by the Class with a 100% participation
14 rate by 316 Class Members. There are zero objections, zero disputes, and zero exclusion
15 requests.

16 This settlement, if approved, will pay an average of \$1,000.00 to Participating
17 Settlement Class Members. Defendant will pay a gross settlement of \$600,000 to fund the
18 settlement, plus the employer’s share of payroll taxes on the portion of the net settlement that
19 is allocated to wages.

20 As explained below, the Court should grant Plaintiff’s Motion in its entirety because:
21 (1) the Settlement Class continues to meet the requirements for class certification for
22 settlement purposes only under Code of Civil Procedure § 382; (2) the Settlement warrants
23 final approval because it is a fair, adequate, and reasonable compromise of the disputed claims
24 in this case; and (3) the amounts requested for Class Counsel’s Attorneys’ Fees, Class
25 Counsel’s Costs, Plaintiff’s Enhancement Award, and Settlement Administration Costs are all
26 fair, adequate, and reasonable. In light of the foregoing, this Court should enter the [Proposed]
27 Order Granting Final Approval of Class Action Settlement submitted concurrently herewith.
28

1 Given the risks of this litigation and the amount of the settlement, the result here is
2 laudable. As detailed below, the work performed by Plaintiff and Class Counsel was
3 significant. Among other things, Class Counsel:

- 4 • Conducted initial investigations and developed the theories and facts to support
5 Plaintiff's claims;
- 6 • Conducted informal discovery including review and analysis of significant
7 document and wage related electronic records including employee time and payroll records;
- 8 • Prepared a detailed mediation brief and damages analysis in connection with
9 the mediation session with Mr. Steve Cerveris;
- 10 • Engaged in arm's length settlement negotiations with Defendant at the
11 mediations which resulted in this settlement;
- 12 • Worked with Defendant to further perfect the Settlement, to prepare the
13 Settlement Agreement, related forms, and approval motions; and
- 14 • Incurred a minimum of \$10,446.40 in costs pursuing this case on behalf of the
15 Settlement Class that would not have been recoverable had Plaintiff lost.

16 Moreover, in pursuing this case against Defendant, Plaintiff and Class Counsel faced
17 serious risks, including but not limited to:

- 18 • The risk of being unable to establish class-wide liability on the meal and rest
19 period claims in light of the defense that all breaks were properly provided under *Brinker*
20 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004;
- 21 • The necessity of significant individualized inquiry with respect to any unpaid
22 wage claims and/or meal/rest break claims making certification unlikely and decertification
23 likely, including difficulty in proving liability under PAGA;
- 24 • The risk of being unable to establish class-wide liability on the wage statement
25 and waiting time claims on primarily a derivative basis;
- 26 • The risk of being denied the ability to proceed on a class basis in view of the
27 U.S. Supreme Court's decisions in *Wal-Mart Stores, Inc. v. Dukes* (2011) 131 S.Ct. 2541, and
28

1 *Comcast Corp. v. Behrend* (2013) 133 S.Ct. 1426, and the California Supreme Court's
2 decision in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1;

- 3 • The risk of a potentially prolonged and expensive trial;
- 4 • The risk of Plaintiff being held liable for Defendant's attorneys' fees and/or
5 costs if this case had been unsuccessful;
- 6 • The risk of lengthy appeals; and
- 7 • The risk that Plaintiff's future employment prospects would be adversely
8 affected by filing her lawsuit.

9 Despite the many risks faced by Plaintiff and Class Counsel, and the difficulty in
10 prosecuting such a complex case, they nevertheless achieved a positive result for the
11 Settlement Class. Accordingly, Class Counsel's request for attorneys' fees of \$210,000, or
12 thirty-five percent (35%) of the Gross Settlement Amount, is fair, adequate and reasonable.
13 This amount is well-earned, supported by controlling case law, and is squarely within the
14 range awarded by California courts in similar complex cases. Such an award is reasonable and
15 supported by the California Supreme Court's ruling in *Laffitte v. Robert Half Intern., Inc.*
16 (2016) 1 Cal 5th 480. Class Counsel's collective lodestar is \$59,350, and the application of a
17 3.54 multiplier would result in the requested fee award. To the extent Laffey Matrix rates are
18 used, the lodestar would calculate to \$91,483 and necessitate a 2.30 multiplier. The expenses
19 incurred totaling \$10,446.40 were reasonable and necessary to the prosecution of this action
20 and the administration of this Settlement and are substantially less than the \$25,000 maximum
21 contemplated by the Settlement Agreement.
22

23 Likewise, it is fair that the Settlement Administrator be paid its reasonable fee of
24 \$9,000.00 and a payment for \$22,500.00 to the LWDA, for its 75% share of PAGA penalties,
25 be approved.

26 Finally, Plaintiff's requested Enhancement Award of \$10,000.00 also warrants
27 approval because it is fair and reasonable in view of Plaintiff's efforts in her case and the risks
28 she has undertaken, especially considering that she jeopardized her future job prospects and

1 exposed herself to the risk of awards for attorneys' fees and costs against her (which could
2 have potentially totaled several hundred thousand dollars).

3 Accordingly, this Court should grant this Motion in its entirety and finally approve the
4 settlement.

6 **II. FACTUAL AND PROCEDURAL BACKGROUND**

7 **A. Plaintiff's Lawsuit**

8 On March 15, 2023, Plaintiff commenced the Action by filing a complaint alleging
9 representative PAGA causes of action against Defendants for (1) Misclassification Violations,
10 (2) Overtime Violations, (3) Minimum Wage Violations, (4) Meal Period Violations, (5) Rest
11 Break Violations, (6) Tip Violations, (7) Sick Time/Leave Violations, (8) Payment/Timely
12 Payment of Wage Violations, (9) Indemnification Violations, (10) Wage Statement
13 Violations, (11) Final Wage Payment Violations, (12) Seating Accommodation Violations,
14 and (13) Employment Record Violations. S.A. ¶2.1.

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

20 **B. Discovery and Mediation**

21 The Parties have conducted investigation of the operative facts and applicable law
22 during the pendency of the case through informal discovery requests. Prior to mediation,
23 Plaintiff obtained copies of the employee manuals/guidelines, a class list with hire dates,
24 termination dates. Plaintiff also received a 15% sample of time and payroll data. HH Decl.
25 ¶10.

26 On June 10, 2025, Plaintiff and Defendant participated in a full-day mediation before
27 Mr. Steve Cerveris. At the mediation, to maximize recovery by employees of Defendant and
28 effectuate a comprehensive resolution, the Parties agreed to settle on a class basis in addition

1 to a representative PAGA basis. The class settlement period only extends the start of the
2 PAGA limitations period from October 27, 2021 back to June 10, 2021. The Parties were able
3 to reach a resolution at the mediation and entered into a Memorandum of Understanding
4 (“MOU”). The Parties ultimately entered into their Class Action and PAGA Settlement
5 Agreement incorporating the MOU’s terms and which was based on the LASC model
6 agreement for class and PAGA settlements, a true and correct copy of the final executed
7 version was included as part of Plaintiff’s Preliminary Approval filing. HH Decl. ¶9.

8 **C. Grant of Preliminary Approval**

9 This Court entered the Preliminary Approval Order on December 30, 2025 after
10 holding the hearing on Plaintiff’s Preliminary Approval Motion on that date. Prior to the
11 hearing, on December 1, 2025, Plaintiff filed her Motion for Preliminary Approval and
12 supporting papers. A true and correct copy of the December 31, 2025 Notice of Entry of Order
13 Granting Preliminary Approval of Class Action Settlement is attached as **Exhibit “1”** to the
14 Declaration of Haik Hacopian. HH Decl. ¶9, Exh. 1.

15 Preliminary Approval Motion filings were submitted to the LWDA online, proofs for
16 which were provided with each respective filing. These submissions were in addition to the
17 PAGA Notice Letter communicated by Plaintiff to Defendant and the LWDA.
18

19
20 **III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS**

21 **A. Monetary Terms**

22 This Settlement provides for Defendant to pay the non-reversionary settlement amount
23 of \$600,000 (“Gross Settlement Amount”), in addition to the employer share of payroll taxes
24 on the wage component of this Settlement. S.A. ¶¶1.22, 3.1. The Net Settlement Amount is
25 the amount remaining from the Settlement Amount after deducting Class Counsel fees
26 (\$210,000 or thirty-five percent of the Gross Settlement Amount), Class Counsel costs
27 (\$10,446.40), the Enhancement Award to named Plaintiff (\$10,000.00), settlement
28 administration costs (\$9,000.00), the LWDA’s 75% share of the PAGA allocation

1 (\$22,500.00), and aggrieved employees 25% share of same (\$7,500.00). S.A. ¶1.28. The
2 foregoing deductions from the Gross Settlement Amount result in an estimated Net Settlement
3 Amount of \$330,553.60. The simple average class settlement payment calculates to \$1,046.06
4 ($\$330,553.60 \div 756$). To the extent the case had proceeded as a PAGA-only settlement for the
5 \$600,000 Gross Settlement Sum, employee recovery would have been less than one-third of
6 the recovery under this class settlement. HH Decl. ¶10.

7 The Individual Class Payment, which is a Participating Class Member's pro rata share
8 of the Net Settlement Amount, is calculated according to the number of Workweeks they
9 worked during the Class Period ("the period from June 10, 2021 through July 10, 2025"). S.A.
10 ¶1.23. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by
11 the total number of Workweeks worked by all Participating Class Members during the Class
12 Period and (b) multiplying the result by each Participating Class Member's Workweeks. S.A.
13 ¶3.2.4.

14 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
15 of the PAGA Penalties calculated according to the number of Pay Periods worked during the
16 PAGA Period ("the period from October 28, 2021 through July 10, 2025"). S.A. ¶¶1.24 and
17 1.32. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
18 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total
19 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
20 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
21 Periods. S.A. ¶3.2.5.1.

22 The average Individual Settlement Payment per the administrator (which assumes a
23 maximum \$25,000 award for costs) is \$1,000.00, the highest is \$2,276.23, the lowest is
24 \$10.69. Declaration of Kaylie O'Connor (hereinafter "O'Connor Decl.") ¶13. Individual
25 Settlement Payments will be allocated ten percent (10%) to wages and eighty percent (90%)
26 to interest and penalties. S.A. ¶3.2.4.1. Individual PAGA Settlement Payments will be
27 reported on 1099 Forms. S.A. ¶3.2.5.2.
28

1 **B. Summary of Notice Process and Response from the Settlement Class**

2 On January 26, 2026 and January 28, 2026, CPT received a data file from Defendant
3 containing each Class Member's full name, available mailing address, Social Security
4 Numbers, and other relevant information needed to calculate settlement payments. The
5 finalized Class List contained 316 Class Members. O'Connor Decl. at ¶3.

6 On February 20, 2026, the Notice Packets were mailed by CPT to all Class Members
7 after conducting a National Change of Address (NCOA) search to update addresses. *Id.* at ¶¶
8 4, 6, & 7 (See Exhibit "A" – Notice Packet). Ultimately, only eight (7) Class Notices were
9 undeliverable after a skip trace. *Id.* at ¶¶8 & 9.

10 Class Members had until April 21, 2026 to submit objections, disputes, and/or requests
11 for exclusion. *Id.* at ¶7. As of May 15, 2026, CPT has not received any requests for exclusion
12 from the settlement. *Id.* at ¶11. CPT has not received any objections to the settlement. *Id.* at
13 ¶10.

14 The average payment, per the administrator, to each Participating Class Member is
15 estimated at \$1,000.00, the highest payment is estimated at \$2,276.23, and the lowest at
16 \$10.69. *Id.* at ¶14. The average individual PAGA Payment is estimated to be \$24.43 and the
17 highest at \$52.93. *Id.* at ¶15. On account of Class Counsel seeking less than the maximum of
18 \$25,000 allotted for costs, the final payments will be slightly higher with the average class
19 payment at \$1,046.06. HH Decl. ¶10.

20 **C. Timing of Payments and Uncashed Checks**

21 Within thirty (30) days after entry of the final approval order (as there are no objections
22 filed), Defendant shall deliver the full Gross Settlement Amount, and the corresponding share
23 of employer taxes to the Settlement Administrator. S.A. at ¶¶1.18, 4.3. The Settlement
24 Administrator shall make distributions from the Qualified Settlement Fund as set forth in this
25 paragraph not later than fourteen (14) days after receiving the full Gross Settlement Amount
26 from Defendant. Prior to distribution, the Settlement Administrator will perform a search
27 based on the National Change of Address Database information to update and correct for any
28

1 known or identifiable address changes. S.A. at ¶4.4.

2 All checks for Individual Settlement Payments shall remain valid and negotiable for
3 180 days from the date of their issuance. If any Settlement Class Members does not cash their
4 settlement check within 180 days, the uncashed check shall be voided and the Settlement
5 Administrator shall transmit the funds represented by such checks to the California State
6 Controller Unclaimed Property fund. The Parties agree this disposition results in no “unpaid
7 residue” under California Civil Procedure section 384(b). S.A. at ¶¶4.4.1-4.4.4.

8
9 **IV. THIS COURT SHOULD CONFIRM ITS CONDITIONAL**
10 **CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT**
11 **PURPOSES BECAUSE IT MEETS ALL OF THE REQUIREMENTS FOR**
12 **CLASS CERTIFICATION UNDER CODE OF CIVIL PROCEDURE § 382**

13 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable
14 and its members are too numerous for joinder to be practical; (2) the representative(s) and
15 absent class members share a community of interest and questions of law and fact common to
16 the class predominate over questions unique to individual class members; (3) the
17 representative’s claims are typical of the class’s claims; and (4) the representatives will fairly
18 and adequately represent the class’s interests. See *Richmond v. Dart Industries, Inc.* (1981)
19 29 Cal.3d 462, 470. Here, this Court found that the Class meets all the requirements for class
20 certification for settlement purposes when it granted preliminary approval of the Settlement
21 on December 30, 2025. No new circumstances have cast any doubt on the propriety of the
22 preliminary approval determination. HH Decl. ¶11. In fact, the reaction of the Class Members
23 to the notice of the Settlement to date has been entirely in support of the Settlement, with not
24 a single Class Member objecting or requesting exclusion. O’Connor Decl. ¶¶10 & 11.
25 Accordingly, this Court should confirm its conditional certification of the Settlement Class.

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27 //

28 //

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1 A. **This Court Should Finally Approve the Settlement Because It Is a Fair,**
2 **Adequate, and Reasonable Compromise of Disputed Wage and Hour**
3 **Claims**

4 California courts have a strong policy in favor of settlement. See e.g., *Stambaugh v.*
5 *Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action
6 settlements involve a court approval process that exists to prevent fraud, collusion, and
7 unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court* (1980)
8 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement
9 approval, notice being given to class members, and a final fairness and approval hearing at
10 which class members have the opportunity to be heard with respect to the settlement. *Id.* Now
11 that notice has been provided to the Settlement Class Members, and the notice process is
12 complete, Plaintiff respectfully requests that the Court finally approve the Settlement as fair,
13 adequate, and reasonable.

14 1. ***The Settlement Was Reached Via Arm's-Length Bargaining***
15 ***Through Experienced Counsel and An Experienced Mediator and***
16 ***Was Based on Sufficient Information to Intelligently Negotiate a***
17 ***Fair Settlement in Light of the Claims Asserted and Risks of***
18 ***Continued Litigation***

19 A settlement is presumptively fair where it is reached through arm's-length bargaining,
20 based on sufficient discovery and investigation to allow counsel and the court to act
21 intelligently, counsel is experienced in similar litigation, and the percentage of objectors to
22 the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In
23 deciding whether to approve a proposed settlement, a trial court has broad powers to determine
24 if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior*
25 *Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is
26 to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk, supra*, 48
27 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider
28 include, but are not limited to:

 [T]he strength of Plaintiff's case, the risk, expense, complexity and
 likely duration of further litigation, the risk of maintaining class
 action status through trial, the amount offered in settlement, the
 extent of discovery completed and the stage of the proceedings, the

1 experience and views of counsel, the presence of a governmental
2 participant, and the reaction of the class members to the proposed
3 settlement.

4 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor
5 the factors to each case and give due regard to “what is otherwise a private consensual
6 agreement between the parties.” *Id.*

7 “In the context of a settlement agreement, the test is not the maximum amount plaintiff
8 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
9 under all of the circumstances.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
10 250. Because settlements inherently involve compromise, even settlements providing for
11 substantially narrower relief than likely would be obtained if the suit were successfully
12 litigated can be reasonable because “the public interest may indeed be served by a voluntary
13 settlement in which each side gives ground in the interest of avoiding litigation.” *Id.* (quoting
14 *Air Line Stewards, etc., Local 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101,
15 109). In addition, courts review the discovery process and information received through it to
16 aid them in assessing whether the parties sufficiently developed the claims and their
17 supporting factual bases before reaching settlement. See *Kullar v. Foot Locker Retail Inc.*
18 (2008) 168 Cal.App.4th 116, 129-31. Information is sufficient where it allows the parties and
19 the court to form “an understanding of the amount that is in controversy and the realistic range
20 of outcomes of the litigation.” See *Clark v. American Residential Services LLC* (2009) 175
21 Cal.App.4th 785, 801. This requirement exists so that the parties can provide the court with
22 “a meaningful and substantiated explanation of the manner in which the factual and legal
23 issues have been evaluated.” *Kullar, supra*, 168 Cal.App.4th at 132.

24 Here, the Settlement resulted from extensive arm’s-length settlement negotiations
25 between and among qualified and experienced counsel, with the assistance of well-respected
26 mediator, and is fair, adequate, and reasonable for all Settlement Class Members. As
27 discussed, the parties participated in a mediation session with Mr. Steve Cerveris before
28 agreeing to their Settlement. HH Decl. ¶8. While Plaintiff steadfastly maintains that her claims
are meritorious, she also appreciates that there are tremendous risks that continued litigation

1 would entail thereby resulting in a loss in value under the maximum exposure analysis, as
2 extensively briefed in Plaintiff's papers in support of Preliminary Approval.

3 First, there are risks with respect to obtaining, and maintaining, class certification for
4 trial purposes that support the fairness of the Settlement. For example, in the case of *Koval v.*
5 *Pacific Bell Telephone Co.* (2014) 232 Cal.App.4th 1050, the plaintiffs were unable to certify
6 claims for failure to provide meal and rest periods due to their inability to show that managers
7 applied allegedly illegal policies consistently on a class-wide basis. See also *Ali v. U.S.A. Cab,*
8 *Ltd.* (2009) 176 Cal.App.4th 1333, 1350. Moreover, the California Supreme Court's decision
9 in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1, makes class certification even less certain given
10 its antipathy towards using "sampling" as a basis for ascertaining class-wide liability and/or
11 damages. Accordingly, Plaintiff would likely encounter extreme difficulty in certifying most
12 of the claims in this case because, while they may present substantial common liability issues,
13 they also give rise to individual damages issues. HH Decl. ¶12. Thus, there is a significant
14 risk that this case would not proceed to completion as a class action absent the Settlement.

15 Second, there are substantial risks with respect to establishing the merits of Plaintiff's
16 claims. As explained in the briefing in support of the Motion for Preliminary Approval, the
17 primary claim for unpaid wages required determinations at the individual level as to
18 circumstances whether off-the-clock work was performed, a major impediment to class
19 certification. Defendant contended that it satisfied its obligations under *Brinker*. Moreover,
20 engaging in the inquiry of whether substantial individual inquiry to be able to determine
21 whether a meal period was taken or waived by an employee and would potentially limit class
22 treatment of the claims, in addition to establishing liability under PAGA. Defendant
23 vehemently denied that it engaged in any unlawful activity, failed to comply with the law in
24 any respect, or has any liability to any person or entity under the claims asserted in the lawsuit.
25 HH Decl. ¶12.

26 Third, Defendant's defenses and the uncertainty surrounding the merits of Plaintiff's
27 underlying claims could potentially preclude most of the penalties sought in this case. For
28 instance, Labor Code § 203 requires proof of "willful" or "knowing and intentional" Labor

1 Code violations for liability to be imposed. Thus, the existence of a good faith dispute that
2 could preclude any recovery of wages (even if the plaintiff ultimately prevails) can preclude
3 such penalties from being awarded. 8 Cal. Code Regs. §13520(a); *Road Sprinkler Fitters*
4 *Local Union No. 669 v. G&G Fire Sprinklers, Inc.* (2002) 102 Cal.App.4th 765, 782; see also
5 *Choate v. Celite Corp.* (2013) 215 Cal.App.4th 1460 (reversing award of waiting time
6 penalties based on employer's good faith defense notwithstanding that the plaintiffs prevailed
7 on the underlying wage claims). Additionally, gross wages earned (as unpaid hourly and
8 premium wages are potentially here) are not included in the list of faults for which an
9 employee is deemed to suffer injury under Lab. Code. Sec. 226(e)(2)(B).

10 Each of these considerations bore heavily on the negotiations allowing for the
11 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable
12 compromise in view of the risks of further litigation. HH Decl. ¶13. As detailed in the papers
13 supporting the Motion for Preliminary Approval, Plaintiff carefully vetted the claims at issue
14 by reviewing policies, records and data regarding the size and makeup of the class. Thus,
15 while the risks discussed herein are far from exhaustive, they demonstrate that the Settlement
16 is fair, adequate, and reasonable in view of them.

17 **2. *The Settlement Fairly, Reasonably, and Adequately Compensates***
18 ***Settlement Class Members Because Each Participating Settlement***
19 ***Class Member Will Be Paid Based on the Extent of His or Her***
20 ***Injury as Compared to Other Class Members***

21 The Net Settlement Amount will be paid to all Participating Settlement Class Members
22 based on the number of workweeks worked during the Class Period. S.A. ¶¶1.23 and 3.2.4.
23 Such an allocation method is fair, adequate, and reasonable because it correlates to the extent
24 of harm allegedly suffered based on the asserted claims. HH Decl. ¶14. All checks not cashed
25 within 180 days shall escheat to the State Treasury as unclaimed property pursuant to the
26 Unclaimed Property Law (UPL). S.A. ¶¶4.4.1-4.4.4.

27 **3. *The Absence of Any Objections and Exclusion Requests Further***
28 ***Confirms That the Settlement Is a Fair, Adequate, and Reasonable***
Compromise of the Disputed Claims at Issue

The response of class members to a settlement is relevant in evaluating whether it

merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Notably, the absence of objections and/or limited number of exclusion requests supports a fairness presumption. In *7-Eleven Owners for Fair Franchising v. Southland Corp.*, it was found that 9 objections and 80 opt-outs, from a class of 5,454, showed a “particularly impressive” favorable response from class members supporting final approval. (2000) 85 Cal.App.4th 1135, 1152-53. Here, no Class Members opted out of the settlement. O’Connor Decl. ¶11. Notably, not even a single member of the Class filed an objection to the Settlement. *Id.* at ¶12. Thus, the favorable response of the Class is completely positive and further confirms that the Settlement is fair, adequate, and reasonable and merits final approval.

V. AN AWARD OF ATTORNEYS’ FEES SHOULD BE APPROVED

A. Class Counsel’s Fees Should be Approved as a Percentage of the Total Common Fund Created for the Class

Class Counsel seeks a fee award calculated as a percentage of the total value of the settlement for successful prosecution and resolution of all existing claims. Both California State and Federal Courts have recognized that an appropriate method in determining an attorney fee award may be based on the percentage on the total value of the benefits the class members receive from the settlement. *Serrano v. Priest* (1997) 20 Cal. 3d 25-34 [*Serrano III*]; *Boeing Company v. Van Gemert* (1980) 344 U.S. 472, 478; *Vincent v. Hughes Airwest, Inc.* (9th Cir. 1977) 557 F.2d 759, 769. The purpose of this equitable doctrine is to avoid unjust enrichment and to “spread litigation costs proportionately among all the beneficiaries so that the active beneficiary does not bear the entire burden alone.” *Id.* at 768. The monetary benefits will then be paid from a common fund.

The California Supreme Court endorsed a fee award as a percentage of the common fund; the Court clarified “that when an attorney fee is awarded out of a common fund preserved or recovered by means of litigation (internal citation omitted), the award is not per se unreasonable merely because it is calculated as a percentage of the common fund.” *Laffitte v. Robert Half Int’l. Inc.* (2016) 1 Cal. 5th 480, 486. Also “[t]hat the recognized advantages

1 of the percentage method...convince us that the percentage method is a valuable tool that
2 should not be denied in our trial courts.” *Id.* at 503.

3 The Common Fund Doctrine is predicated on the principle of preventing unjust
4 enrichment. When a litigant’s efforts create or preserves, or generates a fund from which
5 others derive benefits, he may require the passive beneficiaries to compensate those who
6 created the fund. Both California State and Federal Courts have embraced this Doctrine.
7 *Serrano III, supra*, at 35; *Vincent, supra*, at 769.

8 Since *Serrano III, supra*, there has been a ground swell of support for mandating the
9 percentage of the fund approach in common fund cases. Both State and Federal courts have
10 found the percentage approach preferable to the Lodestar because; (1) it aligns the interest of
11 class counsel and absent class members; (2) it encourages efficient resolution of the litigation
12 by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demand
13 on judicial resources. *In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F Supp. at 1378-79.
14 The Ninth Circuit now routinely uses the percentage of the common fund approach to
15 determine the award of attorney fees. *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th
16 19, 30-31.

17 Collectively, Plaintiff’s counsel seeks \$210,000 which is thirty-five percent (35%) of
18 the \$600,000 Settlement Amount. Class Counsel’s request for thirty-five percent of the
19 monetary fund recovered is well within the range customarily approved by California courts
20 in comparable class actions and other class actions as well as with contingency contracts
21 negotiated by plaintiff and her counsel. “Empirical studies show that regardless of whether or
22 not the percentage method or Lodestar method is used, fee awards in class actions average
23 around thirty-five percent of the recovery.” See e.g., *Chavez v. Netflix, Inc.* (2008) 162
24 Cal.App.4th 66, fn. 11; *In re California Indirect Purchases* (October 22, 1998) WL1031494
25 at *9 (citing *In re Milk Antitrust Litigation* (L.A. Sup. Ct. 1998) Civ. Case No. BC070061
26 (35% award); *In re Facsimile Paper Antitrust Litigation* (San Francisco Sup. Ct. 1997) Civ.
27 Case No. BC 0070061 (35% award); *In re Liquid Carbon Dioxide Cases* (San Diego Sup. Ct.
28 1996) J.C.C.P. 3012 (35% award); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal.

1 November 14, 2007) WL 3492841 at *4 (“fee awards in class actions average around thirty-
2 five percent of the recovery.” (*Quoting Newberg on Class Actions* § 14.6 (4th ed. 2007).

3 In *Lealao, supra*, at 46-47, the Court indicated that in defining a “reasonable” fee in
4 representative actions, the law should “mimic the market.” The Court went on to state:

5 “Given the unique reliance of our legal system on private litigants to enforce
6 substantive provisions of law through class and derivative actions, attorneys
7 providing the essential enforcement services must be provided incentives roughly
8 comparable to those negotiated in the private bargaining that takes place in the
9 legal marketplace as it will otherwise be economic for Defendant’s to increase
injurious behavior. *Lealao, supra*, 82 Cal.App.4th at 46-47, and *Graciano v.*
Robinson Ford Sales, Inc. (2006) 144 Cal. App.4th 140, 163.

10 For the following reasons, awarding thirty-five percent of the gross settlement for
11 attorney fees is fair, reasonable and appropriate.

12 **B. Factors Supporting the Fee Award**

13 1. The Amount of the Settlement

14 In Class Counsel’s experience, a gross non-reversionary settlement of \$600,000 in a
15 wage and hour case for a class size of 316 is a fair, reasonable, and adequate settlement in
16 light of the asserted claims, Defendant’s defenses, and the strong possibility that the class
17 would not recover anything without this settlement. HH Decl. ¶6, Declaration of Zorik
18 Mooradian (hereinafter “ZM Decl.”) ¶7. Of note, counsel’s initiative in securing a class
19 settlement (which involved subjecting the settlement to a two-step approval and waiting
20 longer to be paid under the settlement), resulted in more than tripling of each employee’s
21 potential recovery. HH Decl., ¶10.

22 The fact that there presently are no objections, no exclusion requests, and Participating
23 Class Members are expected to be paid 100% of the value of their individual claims shows
24 that the settlement has been well received by the Class Members. O’Connor Decl. ¶¶10-12.
25 The average amount expected to be paid amongst the 316 Participating Settlement Class
26 Members is \$1,000.00 and the highest estimated settlement payment is \$2,276.23. *Id.* at ¶14.

27 2. The Named Plaintiff Signed a Retainer Agreement

28 Plaintiff Garcia signed a single retainer with Mooradian Law, APC. The Retainer
Agreement had language providing a maximum of forty-five percent (45%) in attorneys’ fees,

1 of course, subject to court approval as to collective claims. The Retainer Agreement also had
2 a provision for recovery of costs in relation to the representation. ZM Decl. ¶8.

3 In *Lealao, supra*, 82 Cal.App.4th at 46-47, the court indicated that in defining a
4 “reasonable” fee in representative actions, the law should “mimic the market.” Here, as for
5 the representation of the individual rights of Ms. Garcia, a proposed retainer agreement for
6 recovery of fees could be thirty-five percent of the gross recovery. That would be consistent
7 with the market rate, and there is no reason to believe that, if any of the other 316 class
8 members had signed an individual retainer, it would be any different. ZM Decl. ¶9.

9 In, *In re Cont’l Ill. Secs. Litig.*, Judge Posner endorsed a market-based approach to
10 evaluating fee requests, stating that the function of judges in fee litigation “is to determine
11 what the lawyer would receive if he were selling his services in the market rather than being
12 paid by court order.” (7th Cir. 1992) 962 F.2d 566, 568. In a law review article (Silver) entitled
13 “A Restitutionary Theory of Attorneys’ Fees in Class Actions (1991) 76 Cornell L.Rev. 656,
14 702-703 (it stated that the goal “is to pay attorneys on terms they would probably accept in an
15 ex ante bargain, before the outcome of litigation is known”).

16 3. Defendant and the Class Do Not Object to the Attorney Fee
17 Agreement

18 In almost all the mediations that Mr. Mooradian has attended, a thirty-five percent to
19 35% attorney fee percentage is generally agreed upon by the defendant and the plaintiff
20 subject to court approval. In this matter, the Parties agreed that Class Counsel may request up
21 to one third and Defendant would not oppose same. ZM Decl. ¶10.

22 Of most importance, notice was provided to each of the Class Members that the
23 attorneys would be seeking attorney fees in the amount of \$210,000 or thirty-five percent of
24 the settlement. The fact that no Class Members had any objection to the settlement or any of
25 its terms, speaks pretty strongly to the notion that class members are extremely happy with
26 the settlement. ZM Decl. ¶11.

27 Here, it is beyond any reasonable dispute that, if class counsel had been able to
28 negotiate directly with the class members, the class would have found that a thirty-five percent
fee arrangement was eminently reasonable. ZM Decl. ¶12.

4. The Contingent Risk Factor

For Class Counsel, the fees in this case are entirely contingent in nature. As the 9th Circuit noted, class counsel who take a case on a contingency basis bears a “double contingency: first they must prevail on the class claims, and then they must find some way to collect what they win.” *Torrissi v. Tucson Elec. Power Co.* (9th Cir. 1993) 8 F.3d 1370, 1377. The fees received from one case, are often used to finance and move forward other cases that have failed and bring in revenue for counsel. ZM Decl. ¶13.

C. The Lodestar/Multiplier Cross-Check

Even though class counsel is requesting fees with the percentage of the benefit approach, some courts nevertheless use a Lodestar/Multiplier cross check to confirm the fees’ reasonableness. *Lealao v. Beneficial California, Inc., supra*, 82 Cal.App.4th 19-45; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051. The Lodestar Analysis (Lodestar-Multiplied Method) begins with a calculation of time spent in reasonable hourly compensation of each attorney and paralegal who worked on the case and then to compensation counsel for risk, quality and result, courts commonly apply a “multiplier” to the Lodestar in awarding attorney fees.

The first step is to determine the Lodestar individually for each attorney and/or paralegal that has worked on the case and is claiming fees. The Lodestar analysis for each attorney appears in their own Declaration(s), summarized below:

Attorney(s)	Billable Rate(s)	Hours	Lodestar	Laffey Rate	Laffey Lodestar
MOORADIAN LAW, APC					
Zorik Mooradian ZM Decl. ¶15	\$850	43	\$36,550	\$1,227	\$52,761
Haik Hacopian HH Decl. ¶15	\$600	38	\$22,800	\$1,109	\$38,722
Total Class Counsel Lodestar		81	\$59,350		\$91,483

1 In this matter, the total present and anticipated lodestar tallies to \$59,350 and results
2 in the requested \$210,000 fee award after the application of a 3.54 multiplier. HH Decl. ¶16.
3 To the extent higher Laffey Matrix Rates are applied, the lodestar would total \$91,483 and
4 only a 2.30 multiplier would be needed. HH Decl. ¶17.

5 **D. A Lodestar Multiplier of 2.30 to 3.54 is Reasonable**

6 “It is an established practice in the private legal market to reward attorneys for taking
7 the risk of non-payment by paying them a premium over their normal hourly rates for winning
8 contingency cases.” *Fischell v. Equitable Life Assur. Society of U.S.* (9th Cir. 2002) 307 F.3d
9 997, 1008. In the Ninth Circuit, a lodestar amount is “routinely enhanced...to reflect the risk
10 of non-payment in common fund cases.” *Craft v. County of San Bernardino* (C.D. Cal. 2008)
11 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and collecting cases with cross-check
12 multipliers ranging from 4.5 to 19.6); *Morgret v. Applus Tech., Inc.* (E.D. Cal. Jun. 1, 2015)
13 Case No. 1:13-cv-01801-JLT, 2015 WL 3466389 at *17 (awarding multiplier of 3.9, “which
14 is within the range typically awarded in the Ninth Circuit.”); *Torchia v. W.W. Grainger, Inc.*
15 (C.D. Cal. Dec. 29, 2014) 304 F.R.D. 256, 277 (Thurston, J.) (awarding multiplier of about
16 3.6).
17

18 Here, the lodestar multiplier of in the range of 2.30 to 3.54 is well within the range of
19 reasonableness, as has been held by numerous courts, especially in light of the work
20 performed in this case and the efficiency with which it was done.

21 **E. Attorneys Fees v. Class Benefit**

22 While it’s generally true that the greater the attorney fees, the less funds there will be
23 for distribution to class members as damages, nevertheless, a balance must be achieved. In the
24 instant matter, the class got a very balanced and fair settlement. Given the strengths and
25 weaknesses of the case, they will be receiving a fair sum of money. The results and the case
26 law support that the settlement was fair, reasonable and adequate. The class had an affirmative
27 response to the settlement, where there was not a single objection and or exclusion request. In
28 light of the favorable settlement, giving more money to the class after an excellent settlement

1 had been achieved punishes the attorneys without whom such a settlement would not have
2 been attained but for the efforts of good lawyering. Punishing lawyers when they do well is
3 potentially sending the wrong message and serves as a disincentive and unjustly enriches the
4 class that has already received a fair and adequate amount of benefits. Notably, my office's
5 efforts in securing a class settlement resulted in more than the tripling of individual employee
6 recoveries when compared to recoveries under an alternate PAGA only settlement for civil
7 penalties where the LWDA would need to be paid 75% of the net proceeds. This shift to a
8 class settlement also subjected the case to a two-step approval process with a class notice and
9 longer duration before payments are disbursed, including the requested attorney fee award.
10 ZM Decl. ¶14.

11
12 **VI. PAYMENT OF COSTS TO CLASS COUNSEL SHOULD BE APPROVED**

13 Class Counsel has incurred \$10,446.40 in total costs which is substantially less than
14 the \$25,000 maximum contemplated per the Settlement Agreement and is the amount that
15 Plaintiff is requesting the Court approve. S.A. ¶3.2.2. All costs are necessary and reasonable,
16 as reflected by the declarations submitted by counsel. ZM Decl. ¶16.

17
18 **VII. THIS COURT SHOULD FINALLY APPROVE PLAINTIFF'S REQUESTED**
19 **ENHANCEMENT AWARD BECAUSE IT IS FAIR, ADEQUATE, AND**
20 **REASONABLE IN VIEW OF PLAINTIFF'S EFFORTS AND THE RISKS THAT SHE**
21 **ASSUMED IN THIS LITIGATION ON BEHALF OF THE CLASS**

22 Courts routinely approve enhancement awards to compensate named Plaintiff(s) for
23 the services they provide and the risks they incur during class action litigation. See, e.g., *Bell*
24 *v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments"
25 to named Plaintiff for their efforts in bringing the case); see also *Van Vranken v. Atlantic*
26 *Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 (approving a \$50,000 incentive payment).

27 Here, pursuant to the Settlement, Plaintiff seeks an Enhancement Award totaling
28 \$10,000. S.A. ¶3.2.1. This request is a reasonable portion of the Gross Settlement Amount
given Plaintiff's efforts in litigating this case and the risks she undertook on behalf of the

1 Settlement Class. See, e.g., *Staton v. Boeing Co.* (9th Cir.2003) 327 F.3d 938, 977 (affirming
2 that courts should consider “the actions the plaintiff has taken to protect the interests of the
3 class, the degree to which the class has benefitted from those actions, the amount of time and
4 effort the plaintiff expended in pursuing the litigation and reasonable fear[s of] workplace
5 retaliation”).

6 Plaintiff’s proposed Enhancement Award in proportion to the Settlement Amount and
7 standing alone are well within the range of reasonable. The requested Enhancement Award
8 represents only 1.7% of the Settlement Amount. (\$10,000 ÷ \$600,000). See, e.g., *Bond v.*
9 *Ferguson Enters., Inc.* (E.D.Cal. June 30, 2011) Civ. No. 1:09–1662 OWW MJS, 2011 WL
10 2648879, at *2, 15 (approving an \$11,250 incentive award to each of the two named
11 plaintiffs); *Ross v. U.S. Bank Nat’l Ass’n* (N.D. Cal. Sept. 29, 2010) Civ. No. 3:07–2951 SI,
12 2010 WL 3833922, at *3 (approving an award of \$20,000 to each of four named plaintiffs
13 based on their contributions to litigation and the risk that being a class representative would
14 harm their reputation); *Glass v. UBS Fin. Servs.* (N.D. Cal. Jan. 26, 2017) No. C-06-4068
15 MMC, 2007 WL 221862, at *17 (finding “requested payment of \$25,000 to each of the named
16 plaintiffs is appropriate” in wage and hour settlement); *Garner v. State Farm Mut. Auto. Ins.*
17 *Co.* (N.D. Cal. Apr. 22, 2010) No. CV 08 1365 CW (EMC), 2010 WL 1687832, at *17 n.8
18 (“Numerous Court in the Ninth Circuit and elsewhere have approved Enhancement Awards
19 of \$20,000 or more where, as here, the class representative has demonstrated a strong
20 commitment to the class”).

21
22 Plaintiff has also spent time assisting in the prosecution of this action, which deserves
23 compensation. See e.g., *In re Cont’l Ill. Sec. Litig.* (7th Cir.1992) 962 F.2d 566, 571 (“Since
24 without a named plaintiff there can be no class action, such compensation as may be necessary
25 to induce him to participate in the suit...”). It is important that Plaintiff is paid a fair amount
26 for her services to the class and out of 316 employees, she was the only one that stepped
27 forward stuck with the case for over an extended period. If it was not for her, the \$600,000
28 settlement would not have been obtained for the class. ZM Decl. ¶17.

1 Plaintiff has put a significant amount of time into this case over a three-and-a-half-
2 year period. Plaintiff Garcia estimates that she has spent 14 hours participating in his case.
3 Declaration of Christian Garcia (hereinafter “Garcia Decl.”) ¶7.

4 Moreover, by the filing of this lawsuit, Plaintiff subjected herself to the risk of
5 retaliation both by current and potential future employers who may learn of the lawsuit. See,
6 e.g., *Marlo v. United Parcel Service, Inc.* (9th Cir. 2015) 600 Fed.Appx. 551 (awarding
7 significant verdict to a former UPS employee who terminated in retaliation for filing a class
8 action lawsuit against his employer, UPS).

9 Significantly, after receiving Class Notice, including notice of the proposed
10 Enhancement Award to Plaintiff, not a single Class Member has objected to the proposed
11 award of \$10,000 to Plaintiff. O’Connor Decl. ¶12. Also, Plaintiff is agreeing to general
12 release of all claims which must be assigned additional value. Accordingly, the \$10,000
13 Enhancement Award to Plaintiff is appropriate and justified as part of the Settlement.
14

15 **VIII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED**

16 Pursuant to the terms of the Settlement Agreement, \$30,000.00 of the Settlement
17 Amount, is to be allocated for the PAGA claim with \$22,500 (75%) payable to the LWDA
18 and \$7,500 (25%) payable to Aggrieved Employees. S.A. ¶3.2.5. This is a fair amount given
19 the nature of the claims and the strengths and weaknesses advanced by the parties regarding
20 this claim, as elaborated upon in the Preliminary Approval Motion and supporting papers.
21 Plaintiff has also provided notice of the proposed PAGA settlement to the LWDA. The
22 average payment is estimated to be \$24.43, the highest is \$52.93. O’Connor Decl. ¶15.
23

24 **IX. THE ADMINISTRATION FEE SHOULD BE APPROVED**

25 The administration fee is fair. CPT’s charge for services rendered to perform its duties
26 and responsibilities pursuant to the terms of the settlement is \$9,000.00 which is to be paid
27 from the Settlement Amount. S.A. ¶3.2.3. This includes all costs incurred to date, as well as
28

1 estimated costs for completing the administration and disbursement of the settlement.
2 O'Connor Decl. ¶16.
3

4 **X. CONCLUSION**

5 For the reasons stated herein, this Court should grant Plaintiff's Motion in its entirety
6 and adopt the [Proposed] Order Granting Final Approval of Class Action Settlement submitted
7 concurrently herewith.
8

9 Dated: May 18, 2026

MOORADIAN LAW, APC

10
11 By: /s/Haik Hacopian
12 Zorik Mooradian, Esq.,
13 Haik Hacopian, Esq.,
14 Attorneys for Plaintiff, individually and on behalf
15 of other persons similarly situated and similarly
16 aggrieved employees
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Declaration of KAYLIE O'CONNOR

DECLARATION OF KAYLIE O'CONNOR

I, Kaylie O'Connor, declare as follows:

1. I am employed as a Senior Case Manager for CPT Group, Inc. ("CPT"), the Court-approved class action Settlement Administrator for the above referenced case. My business address is 50 Corporate Park, Irvine, California 92606. My telephone number is (949) 428-1019. I am over twenty-one (21) years of age and authorized to make this declaration on behalf of CPT. The following statements are based on my personal knowledge, information provided to me by counsel for the Parties, by other CPT employees working on this matter, and records of CPT generated and maintained in the usual course of its business. If called on to do so, I could and would testify competently thereto.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past thirty (30) plus years, we have provided notification and/or settlement administration services in over one thousand class action cases.

3. CPT was selected by both parties to provide notice of the settlement and process exclusions in this action. In this capacity, CPT was charged with administering the settlement terms and conditions detailed herein, included but not limited to: (a) preparing, printing and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* ("Class Notice") in English and Spanish (together "Notice Packet"); (b) processing undeliverable mail and locating updated addresses for Class Members; (c) establishing and maintaining a toll-free case telephone number and an email address to receive Class Member calls and emails; (d) establishing and maintaining an internet website to post information of interest to Class Members; (e) processing Class Members' inquiries about the Notice Packet and Disputes, Requests for Exclusion, and Objections; (f) providing Class Counsel and Counsel for Defendants a declaration attesting to the completion of the notice process, in addition to weekly updates during the response period; (g) calculating and mailing Individual Settlement Payment checks to Participating Class Members and/or Aggrieved Employees as well as completing any associated tax withholding and reporting to the State and Federal tax authorities; (h) preparing W-2 and 1099 Forms for each Class Member's Individual Settlement Payment; and (i) other such duties set forth in the Settlement Agreement,

1 subject to the Court's approval.

2 4. CPT received the Court-approved text for the Notice Packet from Counsel on January
3 2, 2026. CPT prepared a draft of the Notice Packet for mailing to the Class Members consisting of an
4 eight (8) page Class Notice in English and an eight (8) page Class Notice in Spanish. Attached hereto
5 as Exhibit A is a true and correct copy of the Notice Packet template sent to Class Members.

6 5. On January 26, 2026 and January 28, 2026, counsel for Defendant provided CPT with
7 spreadsheets which contained each Class Member's full name, available mailing addresses, Social
8 Security Numbers, and other relevant information needed to calculate settlement payments. After
9 completing data analysis and working with Defense Counsel to resolve data questions, the finalized
10 Class List contained three hundred sixteen (316) Class Members, including five (5) Class Members
11 for whom no mailing address was available.

12 6. On February 17, 2026, CPT conducted a National Change of Address (NCOA) search
13 in an attempt to update the class list of addresses as accurately as possible. A search of this database
14 provides updated addresses for any individual who has moved in the previous four years and notified
15 the U.S. Postal Service of their change of address.

16 7. The Notice Packets were enclosed in envelopes with the names and known addresses
17 printed on them. On February 20, 2026, the Notice Packets were mailed via U.S. First-Class mail to
18 the three hundred eleven (311) Class Members for whom mailing addresses were available. The
19 Notice Packets informed Class Members that the deadline to submit disputes, requests for exclusion
20 or objections was April 21, 2026 ("Response Deadline").

21 8. As of the date of this declaration, seventeen (17) Notice Packets have been returned
22 to our office by the U.S. Postal Service. For the Notice Packets returned from the post office without
23 a forwarding address, CPT attempted to locate a current mailing address using Accurint, one of the
24 most comprehensive address databases available for skip tracing. Accurint utilizes hundreds of
25 different databases supplied by credit supporting agencies, public records, and a variety of other
26 national databases.

27 9. As a result of skip trace efforts or requests from Class Members, a total of twenty-four
28 (24) Notice Packets were re-mailed to Class Members. In addition, fifteen (15) Notice Packets were

forwarded directly by the USPS. As of the date of this declaration, eight (8) Notice Packets have been deemed undeliverable with no forwarding address and where no new address could be found through skip trace.

10. As of the date of this declaration, CPT has received zero (0) written objections to the Settlement.

11. As of the date of this declaration, CPT has received zero (0) requests for exclusion from the settlement.

12. As of the date of this declaration, CPT reports that a total of three hundred sixteen (316) Class Members will be eligible for an Individual Class Payment, representing a 100% participation rate.

13. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to calculate the Individual Class Payments. The Net Settlement Amount was calculated as set forth below:

Gross Settlement Amount	\$600,000.00
Less Class Counsel Fees Payment	\$210,000.00
Less Class Counsel Litigation Expenses Payment	\$25,000.00
Less Class Representative Service Payment	\$10,000.00
Less PAGA Payment to LWDA (75%)	\$22,500.00
Less Settlement Administration Costs	\$9,000.00
PAGA Payment to Aggrieved Employees (25%)	\$7,500.00
Net Settlement Amount	\$316,000.00

14. A total of three hundred sixteen (316) Participating Class Members will be paid their portion of the Net Settlement Amount. Each Participating Class Member's share of the Net Settlement Amount will be proportional to the number of Workweeks he or she worked during the Class Period. According to Defendant's records, Participating Class Members in aggregate worked a total of twenty-nine thousand five hundred seventy (29,570) Workweeks during the Class Period. Each Workweek is accordingly valued at approximately \$10.69. The average gross Individual Class Payment is \$1,000.00, the highest is \$2,276.23 and the lowest is \$10.69, prior to the deduction of

1 applicable payroll taxes. Plaintiff Christian Garcia's Individual Class Payment is estimated to be
2 \$170.98 prior to the deduction of applicable payroll taxes.

3 15. A total of three hundred seven (307) Aggrieved Employees will be paid their portion
4 of the PAGA Penalties. Each Aggrieved Employee's share of the PAGA Penalties will be
5 proportional to the number of Pay Periods he or she worked during the PAGA Period. According to
6 Defendant's records, Aggrieved Employees in aggregate worked a total of twenty-seven thousand
7 three hundred forty-six (27,346) Pay Periods during the PAGA Period. Each PAGA Pay Period is
8 accordingly valued at approximately \$0.27. The average Individual PAGA Payment is \$24.43, the
9 highest is \$52.93 and the lowest is \$0.27. Plaintiff Christian Garcia's Individual PAGA Payment is
10 estimated to be \$4.11.

11 16. CPT will charge a total of \$9,000.00 in costs associated with the administration of the
12 settlement. This includes all costs incurred to date, as well as estimated costs involved in completing
13 the settlement. A true and correct copy of CPT's invoice for services is attached as Exhibit B.
14

15 I declare under penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct and at this declaration is executed this 15th day of May 2026 at Irvine, California.
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19 Kaylie O'Connor
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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 28, 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 \$«SubClass1_Amt» (less withholding) and your Individual PAGA Payment is estimated to be \$«PAGAClass_Amt»**. 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 «SubClass1_Weight» workweeks during the Class Period and you worked «PAGAClass_Weight» 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 April 21, 2026.	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 but not the PAGA Settlement. Written Objections Must be Submitted by April 21, 2026.	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the June 16, 2026 Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on June 16, 2026. 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 April 21, 2026.	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 April 21, 2026 . 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 April 21, 2026, 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 April 21, 2026 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 **April 21, 2026** 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 *Garcia v. Gerstner*, 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 April 21, 2026, 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 June 16, 2026 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: www.cptgroupcaseinfo.com/GerstnerSettlement 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 April 21, 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Garcia v. Gerstner* 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 June 16, 2026 at 8:30 a.m. 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 at www.cptgroupcaseinfo.com/GerstnerSettlement 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 www.cptgroupcaseinfo.com/GerstnerSettlement. 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 (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:

Garcia v. Gerstner
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
Fax: (949) 419-3446
1 (888) 468-0473

Email: GerstnerSettlement@cptgroup.com

Website: www.cptgroupcaseinfo.com/GerstnerSettlement

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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.

AVISO APROBADO POR LA CORTE DEL ACUERDO DE LA DEMANDA COLECTIVA Y LA FECHA DE LA AUDIENCIA PARA LA APROBACIÓN FINAL DE LA CORTE

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 Gladys's) and Mission Car Wash San Gabriel, Inc.

Caso No. 23STCV05770 de la Corte Superior de Los Ángeles

***La Corte Superior para el Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!
No es correo basura, spam, publicidad o solicitud de un abogado. Usted no está siendo demandado.***

Usted puede ser elegible para recibir dinero de una demanda colectiva de empleados (“Demanda”) en contra de DANIEL GERSTNER Y SILVIA GERSTNER (INDIVIDUALMENTE Y HACIENDO NEGOCIO COMO, MISSION CAR WASH, MISSION EXPRESS LUBE, ALAMO CAR WASH, ALAMO EXPRESS LUBE, ALAMO FOOD MART, CASA NOSTRA, Y TIA GLADY’S) Y MISSION CAR WASH SAN GABRIEL, INC. (“Demandados”) por las supuestas violaciones de salarios y horarios. La Demanda fue presentada por Christian Garcia (“Demandante”) y solicita el pago de (1) salarios atrasados y otras compensaciones para una clase de todos los empleados actuales y anteriores, no exentos y pagados por hora que trabajaron para los Demandados dentro del Estado de California en cualquier momento durante el Período de la Clase desde el 10 de junio del 2021 hasta el 10 de julio del 2025 (“Miembros de la Clase”); y (2) sanciones conforme a la Ley General de Abogados Privados de California (“PAGA,” por sus siglas en inglés) para todos los empleados actuales y anteriores, no exentos y pagados por hora, que trabajaron para los Demandados dentro del Estado de California durante el Período de PAGA desde el 28 de octubre del 2021 hasta el 10 de julio del 2025 (“Empleados Agraviados”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de la Clase que obligue a los Demandados financiar los Pagos Individuales de la Clase, y (2) un Acuerdo de PAGA que obligue a los Demandados financiar los Pagos Individuales de PAGA y pague las sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés).

Según los registros de los Demandados, y las suposiciones actuales de las Partes, **su Pago Individual de la Clase se estima ser de \$«SubClass1_Amt» (menos las retenciones) y su Pago Individual de PAGA se estima ser de \$«PAGAClass_Amt»**. La cantidad real que puede recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ninguna cantidad para su Pago Individual de PAGA, entonces según los registros de los Demandados usted no es elegible para un Pago Individual de PAGA conforme al Acuerdo porque no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros de los Demandados que muestran que **usted trabajó «SubClass1_Weight» semanas de trabajo durante el Período de la Clase y usted trabajó «PAGAClass_Weight» períodos de pago durante el Período de PAGA**. Si usted cree que trabajó más semanas de trabajo/períodos de pago durante cualquiera de los dos períodos, usted puede presentar una disputa antes de la fecha límite. Ver la Sección 4 de este Aviso.

La Corte ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. La Corte aún no ha decidido si concederá la aprobación final. Sus derechos legales son afectados tanto si actúa o no actúa. Lea este Aviso cuidadosamente. Se considerará que lo ha leído atentamente y entendido. En la Audiencia de Aprobación Final, la Corte decidirá si aprueba finalmente el Acuerdo y qué parte del Acuerdo se pagará al Demandante y a los abogados del Demandante (“Abogados de la Clase”). La Corte también decidirá si dicta una sentencia que obligue a los Demandados hacer pagos según el Acuerdo y que obligue a los Miembros de la Clase y a los Empleados Agraviados a renunciar a sus derechos de afirmar ciertos reclamos en contra de los Demandados.

Si usted trabajó para los Demandados durante el Período de la Clase y/o el Período de PAGA como se describe anteriormente, usted tiene dos opciones básicas según el Acuerdo:

- (1) **No Hacer Nada.** Usted no tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago Individual de PAGA. Sin embargo, como un Miembro Participante de la Clase, usted renunciará a su derecho de afirmar reclamos salariales del Período de la Clase y reclamos de las sanciones del Período de PAGA en contra de los Demandados.

- (2) **Excluirse del Acuerdo de la Clase.** Usted puede excluirse del Acuerdo de la Clase (“optar por excluirse”) presentando una Solicitud de Exclusión por escrito notificando al Administrador de su solicitud para ser excluido. Si opta por excluirse del Acuerdo, usted no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho a presentar personalmente los reclamos salariales del Período de la Clase en contra de los Demandados. Usted no puede optar por excluirse de la porción de PAGA del Acuerdo propuesto. Si es un Empleado Agraviado, seguirá siendo elegible para recibir un Pago Individual de PAGA sin importar si usted solicita ser excluido del Acuerdo de la Clase.

Los Demandados no tomarán represalias en contra de usted por cualquier acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

Usted No Tiene Que Hacer Nada Para Participar en el Acuerdo.	Si usted no hace nada, usted será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago Individual de PAGA (si lo hay). A cambio, usted renunciará a su derecho de afirmar los reclamos salariales en contra de los Demandados que están cubiertos por este Acuerdo (Reclamos Liberados).
Usted Puede Optar Por Excluirse del Acuerdo de la Clase, Pero No del Acuerdo de PAGA. La Fecha Límite de Exclusión es el 21 de abril del 2026.	Si no desea participar completamente en el Acuerdo propuesto, usted puede optar por excluirse del Acuerdo de la Clase enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, usted será un Miembro de la Clase No Participante y ya no será elegible para un Pago Individual de la Clase. Los Miembros de la Clase No Participantes no pueden objetar a ninguna porción del Acuerdo propuesto. Ver la Sección 6 de este Aviso. Usted no puede optar por excluirse de la porción de PAGA del Acuerdo propuesto. Los Demandados deben pagar los Pagos Individuales de PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de presentar los Reclamos Liberados de PAGA (definidos a continuación).
Los Miembros Participantes de la Clase Pueden Objetar al Acuerdo de la Clase, pero no al Acuerdo de PAGA. Las Objeciones Escritas Deben Ser Presentadas antes del 21 de abril del 2026.	Todos los Miembros de la Clase que no opten por la exclusión (“Miembros Participantes de la Clase”) pueden objetar a cualquier aspecto del Acuerdo propuesto. La decisión de la Corte sobre la aprobación final del Acuerdo incluirá la determinación de cuánto se pagará a los Abogados de la Clase y al Demandante que presentó la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o al Demandante, pero cada dólar pagado a los Abogados de la Clase y al Demandante reduce la cantidad total pagada a los Miembros Participantes de la Clase. Usted puede objetar a las cantidades solicitadas por los Abogados de la Clase o el Demandante si considera que no son razonables. Ver la Sección 7 de este Aviso.
Usted Puede Participar en la Audiencia de Aprobación Final del 16 de junio del 2026.	La Audiencia de Aprobación Final de la Corte está programada para llevarse a cabo el 16 de junio del 2026. Usted no tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre por su propia cuenta), en persona, por teléfono o utilizando la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Clase pueden objetar verbalmente al Acuerdo en la Audiencia de Aprobación Final. Ver la Sección 8 de este Aviso.
Usted Puede Disputar El Cálculo De Sus Semanas De Trabajo/Períodos de Pago. Las Disputas Escritas Deben Ser Presentadas antes del 21 de abril del 2026.	Las cantidades de su Pago Individual de la Clase y el Pago de PAGA (si lo hay) dependen de cuántas semanas de trabajo usted trabajó durante el Período de la Clase y cuántos Períodos de Pago usted trabajó durante el Período de PAGA, respectivamente. El número de Semanas de Trabajo del Período de la Clase y el número de Períodos de Pago de PAGA que usted trabajó según los registros de los Demandados se indican en la primera página de este Aviso. Si no está de acuerdo con alguno de estos números, usted debe disputarla antes del 21 de abril del 2026. Ver la Sección 4 de este Aviso.

1. ¿DE QUÉ SE TRATA ESTA DEMANDA?

El Demandante es un empleado anterior de los Demandados. La Demanda acusa a los Demandados de violar las leyes laborales de California al no pagar los salarios de las horas extras, los salarios mínimos, los salarios adeudados al momento de la

terminación de empleo y los gastos reembolsables, y al no proporcionar los períodos de comida conformes, los períodos de descanso conformes y las declaraciones salariales precisas y detalladas, entre otros reclamos. Sobre la base de los mismos reclamos, el Demandante también ha afirmado un reclamo por sanciones civiles conforme a la Ley General de Abogados Privados de California (§§ 2698, y siguientes del Código Laboral) (“PAGA,” por sus siglas en inglés). El Demandante es representado por los abogados en la Demanda: MOORADIAN LAW, APC (“Abogados de la Clase”). Los Demandados niegan totalmente haber violado cualquier ley o no haber pagado cualquiera de los salarios y sostienen que cumplieron con todas las leyes aplicables. Los Demandados son representados por los abogados en la Demanda: LANDEGGER VERANO, ALC (“Abogados de la Defensa”).

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta el momento, la Corte no ha hecho ninguna determinación sobre si los Demandados o el Demandante tienen la razón sobre los méritos. Mientras tanto, el Demandante y los Demandados contrataron a un mediador con experiencia y neutral en un esfuerzo para resolver la Demanda mediante la negociación para poner fin al caso mediante un acuerdo (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de una extensa resolución del acuerdo por escrito (“Acuerdo”) y acordando solicitar conjuntamente a la Corte que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, el Demandante y los Demandados han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final de la Corte. Ambas partes están de acuerdo en que el Acuerdo propuesto es un compromiso de los reclamos en disputa. Al aceptar llegar a un acuerdo, los Demandados no admiten ninguna violación ni conceden el mérito de ningún reclamo.

El Demandante y los Abogados de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque consideran que: (1) los Demandados han acordado pagar una cantidad justa, razonable y adecuada considerando la fuerza de los reclamos y los riesgos e incertidumbres de un litigio continuo; y (2) el Acuerdo es en el mejor interés de los Miembros de la Clase y de los Empleados Agravados. La Corte aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso, y programó una audiencia para determinar la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

- (1) Los Demandados Pagarán \$600,000.00 como la Cantidad Bruta del Acuerdo (“Acuerdo Bruto”). Los Demandados han acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará la Cantidad Bruta del Acuerdo para pagar los Pagos Individuales de la Clase, los Pagos Individuales de PAGA, el Pago de Servicio del Representante de la Clase, los honorarios y gastos de abogados de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés). Suponiendo que la Corte conceda la Aprobación Final, los Demandados financiarán el Acuerdo Bruto no más de 30 días después de que la Sentencia dictada por la Corte se finalice. La Sentencia será definitiva en la fecha en que la Corte dicte la Sentencia, o en una fecha posterior si los Miembros Participantes de la Clase objetan al Acuerdo propuesto o si se apela la Sentencia.
- (2) Deducciones Aprobadas por la Corte del Acuerdo Bruto. En la Audiencia de Aprobación Final, el Demandante y/o los Abogados de la Clase le pedirán a la Corte que apruebe las siguientes deducciones de la Cantidad Bruta del Acuerdo, cuyas cantidades serán decididas por la Corte en la Audiencia de Aprobación Final:
 - a) Hasta \$210,000.00 (el 35% del Acuerdo Bruto) a los Abogados de la Clase para los honorarios de abogados y hasta \$25,000.00 para sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir ningún pago.
 - b) Hasta \$10,000.00 al Demandante como el Pago de Servicio del Representante de la Clase por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase. El Pago de Servicio del Representante de la Clase será el único dinero que el Demandante recibirá aparte del Pago Individual de la Clase y cualquier Pago Individual de PAGA del Demandante.
 - c) Hasta \$9,000.00 al Administrador por los servicios de administrar el Acuerdo.
 - d) Hasta \$30,000.00 para las Sanciones de PAGA, asignadas como el 75% (\$22,500) al Pago de PAGA de la LWDA y el 25% (\$7,500) a los Pagos Individuales de PAGA a los Empleados Agravados sobre la base de sus Períodos de Pago de PAGA.

Los Miembros Participantes de la Clase tienen derecho a objetar a cualquiera de estas deducciones. La Corte considerará todas las objeciones.

- (3) Acuerdo Neto Distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por la Corte, el Administrador distribuirá el resto de la Cantidad Bruta del Acuerdo (la “Cantidad Neta del Acuerdo”) realizando los Pagos Individuales de la Clase a los Miembros Participantes de la Clase según sus Semanas de Trabajo del Período de la Clase.
- (4) Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. El Demandante y los Demandados le solicitan a la Corte que apruebe una asignación del 10% de cada Pago Individual de la Clase a salarios sujetos a impuestos (“Porción Salarial”) y el 90% a los intereses y sanciones (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y se declarará en las Formas W-2 del IRS. Los Demandados pagarán por separado los impuestos sobre la nómina del empleador que se deben de la Porción Salarial. Los Pagos Individuales de PAGA se contabilizan como sanciones y no como salarios para los propósitos fiscales. El Administrador declarará los Pagos Individuales de PAGA y las Porciones No Salariales de los Pagos Individuales de la Clase en las Formas 1099 del IRS.

Aunque el Demandante y los Demandados han acordado estas asignaciones, ninguna de las partes le está asesorando sobre si sus Pagos están sujetos a impuestos o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo las sanciones e intereses sobre impuestos atrasados, si corresponde) sobre cualquier Pago recibido del Acuerdo propuesto. Usted debe consultar a un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

- (5) Es Necesario Cobrar Prontamente Los Cheques De Pago. El anverso de cada cheque emitido para los Pagos Individuales de Clase mostrará la fecha en que vence el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de anulación, su cheque se cancelará automáticamente, y el dinero se depositará en su nombre con el Fondo de Propiedad No Reclamada del Controlador de California. Si el dinero representado por su cheque se envía al Fondo de Propiedad No Reclamada del Controlador, usted debe revisar las reglas del Fondo para las instrucciones sobre cómo recuperar su dinero. (https://www.sco.ca.gov/search_upd.html).
- (6) Solicitudes de Exclusión del Acuerdo de la Clase (Optar por la Exclusión). Usted será tratado como un Miembro Participante de la Clase, participando completamente en el Acuerdo de la Clase, a menos de que notifique al Administrador por escrito, a no más tardar el 21 de abril del 2026, que desea excluirse. La manera más fácil de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes de la Fecha Límite de Respuesta del 21 de abril del 2026. La Solicitud de Exclusión debe ser una carta de un Miembro de la Clase o de su representante en la que se indique el nombre del Miembro de la Clase, la dirección actual, el número de teléfono y una declaración simple en la que elija ser excluido del Acuerdo. Los Miembros de la Clase excluidos (es decir, los Miembros de la Clase No Participantes) no recibirán los Pagos Individuales de la Clase, pero conservarán sus derechos a presentar personalmente reclamos de salarios y horarios en contra de los Demandados.

Usted no puede optar por excluirse de la porción de PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo de la Clase (Miembros de la Clase No Participantes) que son Empleados Agraviados siguen siendo elegibles para los Pagos Individuales de PAGA y son requeridos a renunciar a su derecho de afirmar reclamos de PAGA en contra de los Demandados según los reclamos de PAGA alegados en la Demanda.

- (7) El Acuerdo Propuesto será Nulo si la Corte Niega la Aprobación Final. Es posible que la Corte se niegue a conceder la Aprobación Final del Acuerdo o se niegue a dictar una Sentencia. También es posible que la Corte dicte una Sentencia que sea revocada en apelación. El Demandante y los Demandados han acordado que, en cualquier caso, el Acuerdo será nulo: los Demandados no pagarán ningún dinero y los Miembros de la Clase no liberarán ningún reclamo en contra de los Demandados.
- (8) Administrador. La Corte ha designado a una compañía neutral, CPT Group, Inc. (el “Administrador”) para que envíe este Aviso, calcule y realice los pagos, y procese las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Disputas de los Miembros de la Clase sobre las Semanas de Trabajo, enviará

y reenviará por correo los cheques del acuerdo y las formas fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se indica en la Sección 9 de este Aviso.

- (9) Liberación de los Miembros Participantes de la Clase. Después de que la Sentencia sea definitiva y los Demandados hayan financiado totalmente la Cantidad Bruta del Acuerdo y hayan pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros Participantes de la Clase estarán legalmente prohibidos de afirmar cualquiera de los “Reclamos Liberados de la Clase” liberados bajo el Acuerdo. Esto significa que, a menos de que usted haya optado por excluirse de manera válida del Acuerdo de la Clase, no podrá demandar, continuar demandando ni ser parte de ninguna otra demanda en contra de los Demandados o las entidades relacionadas por salarios basados en los reclamos de la Clase alegados en la Demanda y que se resuelven mediante este Acuerdo.

Los Miembros Participantes de la Clase estarán obligados por la liberación de los siguientes “Reclamos Liberados de la Clase”:

Todos los Miembros Participantes de la Clase, en nombre de sí mismos y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan a las Partes Liberadas de cualquiera y todos los reclamos que fueron o podrían haber sido alegados en la demanda operativa en la Demanda que surgieron durante el Período de la Clase, incluyendo, sin limitación, con respecto a los siguientes reclamos: (a) no pagar todos los salarios de las horas extras adeudados; (b) no pagar los salarios mínimos adeudados; (c) no proporcionar los períodos de comida conformes, o el pago de primas por los períodos de comida no conformes; (d) no autorizar y permitir los períodos de descanso, o proporcionar el pago de primas por los períodos de descanso no conformes; (e) no tener en cuenta las bonificaciones no discrecionales u otras formas de compensación no discrecionales en la tasa salarial regular; (f) no pagar todas las horas trabajadas, incluyendo el trabajo fuera del horario laboral, el tiempo no productivo, los períodos de descanso y de recuperación, y el tiempo sujeto a prácticas de redondeo; (g) no emitir las declaraciones precisas y detalladas salariales y no mantener los registros de nómina; (h) no permitir la inspección oportuna de los registros de empleo; (i) no pagar oportunamente todos los salarios adeudados a la separación del empleo; (j) no pagar oportunamente todos los salarios adeudados durante el empleo, incluyendo el pago atrasado de los salarios regulares; (k) no reembolsar los gastos de negocio necesarios; (l) no proporcionar las declaraciones salariales; (m) clasificar erróneamente a los empleados no exentos como exentos; (n) no pagar o distribuir adecuadamente las propinas; (o) no proporcionar licencia por enfermedad pagada o aviso del tiempo acumulado por enfermedad; (p) no proporcionar asientos adecuados cuando el trabajo lo permitía; (q) todos los reclamos conforme a las § 17200 del Código de Negocios y Profesiones por prácticas comerciales desleales que podrían haberse basado en los hechos, reclamos, causas de acción o teorías legales descritos anteriormente; y (r) violación de o reclamos conforme a las siguientes del Código Laboral de California, secciones 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2800, 2802; y (s) la violación de las Órdenes Salariales de la Comisión de Bienestar Industrial de California que podrían haberse basado en los hechos, reclamos, causas de acción o teorías legales descritos anteriormente, así como cualquier posible sanción, interés o honorarios de abogados asociados con todas dichas causas de acción conforme a la ley de California. (“Reclamos Liberados de la Clase”). Excepto para la Liberación del Demandante por el Demandante y como se establece en la Sección 5.3 de este Acuerdo, los Miembros Participantes de la Clase no liberan ningún otro reclamo, incluyendo los reclamos por beneficios adquiridos (aparte de las vacaciones pagadas y los días libres pagados), despido injustificado, violación de la Ley de Equidad en el Empleo y la Vivienda, seguro de desempleo, discapacidad, seguro social, compensación laboral, o los reclamos basados en hechos que ocurrieron fuera del Período de la Clase.

Las “Partes Liberadas” son: los Demandados y cada uno de sus anteriores y actuales directores, funcionarios, directores, fideicomisarios, accionistas, propietarios, gerentes, agentes administrativos, empleados exentos, representantes, abogados, aseguradoras, predecesores, sucesores, cesionarios, DBA, matrices, subsidiarias y afiliadas.

- (10) Liberación de PAGA de los Empleados Agraviados. Una vez que la sentencia de la Corte sea final, y los Demandados hayan financiado completamente la Cantidad Bruta del Acuerdo, todos los Empleados Agraviados

no podrán afirmar cualquiera de los “Reclamos Liberados de PAGA” en contra de los Demandados, ya sea que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluyendo aquellos que sean Miembros Participantes de la Clase y aquellos que opten por excluirse del Acuerdo de la Clase, no podrán demandar, continuar demandando ni participar en ningún otro reclamo de PAGA en contra de los Demandados o sus entidades relacionadas sobre la base de los reclamos de PAGA alegados en la Demanda y resueltos por este Acuerdo.

Los Empleados Agraviados estarán obligados por la liberación de los siguientes “Reclamos Liberados de PAGA”:

Todos los Miembros de la Clase que son Empleados Agraviados, sin importar si son Miembros Participantes de la Clase o Miembros No Participantes de la Clase, liberarán, en nombre de sí mismos y en nombre de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Liberadas de todos los reclamos, demandas, derechos, responsabilidades y causas de acción conforme a la Ley General de Abogados Privados del Código Laboral de California que fueron alegados, o que razonablemente podrían haber sido alegados, sobre la base de los reclamos afirmados en la demanda operativa en la Demanda, el Aviso de PAGA (y cualquier enmienda a la misma) y determinados en el curso de la Demanda, que surgieron durante o con respecto al Período de PAGA. (“Reclamos Liberados de PAGA”). La liberación anterior será obligatoria para el Demandante, los Empleados Agraviados y el Estado de California, y permitirá a los Demandados prohibir, por cosa juzgada, cualquier reclamo conforme a la PAGA presentado por cualquier persona, incluyendo los Empleados Agraviados, en nombre del Estado de California, en relación con cualquier reclamo basado en los Reclamos Liberados de PAGA.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

- (1) Pagos Individuales de la Clase. La “Cantidad Neta del Acuerdo” se calcula deduciendo de la Cantidad Bruta del Acuerdo las cantidades aprobadas por la Corte para los Pagos Individuales de PAGA, el Pago de PAGA de la LWDA, el Pago de Servicio del Representante de la Clase, el Pago de Honorarios de los Abogados de la Clase, el Pago de los Gastos de Litigio de los Abogados de la Clase y el Pago de Gastos de Administración. El resto se pagará a los Miembros Participantes de la Clase como los Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo la Cantidad Neta del Acuerdo por el número total de Semanas de Trabajo trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas de Trabajo trabajadas por cada Miembro Participante de la Clase individual.
- (2) Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo la parte del 25% de las Sanciones de PAGA (\$7,500.00) por el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Períodos de Pago de PAGA trabajados por cada Empleado Agraviado individual.
- (3) Disputas de las Semanas de Trabajo/Períodos de Pago. El número de Semanas de Trabajo de la Clase que usted trabajó durante el Período de la Clase y el número de Períodos de Pago de PAGA que usted trabajó durante el Período de PAGA, según se indica en los registros de los Demandados, se indican en la primera página de este Aviso. Usted tiene hasta el **21 de abril del 2026**, para disputar el número de Semanas de Trabajo y/o Períodos de Pago que se le acreditaron. Usted puede presentar su disputa firmando y enviando una carta al Administrador por correo. En la Sección 9 de este Aviso se encuentra la información de contacto del Administrador. Usted necesita apoyar su disputa enviando copias de los talones de pago u otros registros. El Administrador aceptará el cálculo de los Demandados de las Semanas de Trabajo y/o los Períodos de Pago basado en los registros de los Demandados como precisos a menos de que usted envíe copias de registros que contengan información contraria. Usted debe enviar copias en lugar de originales porque los documentos no serán devueltos a usted. El Administrador resolverá las disputas de las Semanas de Trabajo y/o los Períodos de Pago sobre la base de su presentación y de los aportes de los Abogados de la Clase (que abogarán en nombre de los Miembros Participantes de la Clase) y de los Abogados de los Demandados. La decisión del Administrador es definitiva. Usted no puede apelar o de otra manera cuestionar su decisión final.

5. ¿CÓMO SE ME PAGARÁ?

- (1) Miembros Participantes de la Clase. El Administrador enviará, por correo de EE. UU., un solo cheque a cada Miembro Participante de la Clase (es decir, a cada Miembro de la Clase que no opte por no participar), incluyendo a aquellos que también califiquen como Empleados Agraviados. El cheque único combinará el Pago Individual de la Clase y el Pago Individual de PAGA, si hay alguno.
- (2) Miembros de la Clase No Participantes. El Administrador enviará, por correo de EE. UU., un solo cheque del Pago Individual de PAGA a cada Empleado Agraviado, incluyendo aquellos que hayan optado por excluirse de la Clase del Acuerdo (es decir, cada Miembro de la Clase No Participante que es un Empleado Agraviado).

Su cheque se enviará a la misma dirección que este Aviso. Si cambia su dirección, asegúrese de notificar al Administrador lo más pronto posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE LA CLASE?

Presente una carta escrita y firmada con su nombre, dirección actual, número de teléfono, los últimos cuatro dígitos de su número de seguro social y una declaración simple de que no desea participar en el Acuerdo. El Administrador lo excluirá sobre la base de cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identifique la Demanda como *Garcia v. Gerstner*, e incluir sus datos de identificación, (su nombre completo, dirección, número de teléfono y las fechas aproximadas de empleo, y los últimos cuatro dígitos de su número de seguro social para los propósitos de verificación). Usted debe presentar la solicitud por sí mismo. Si otra persona hace la solicitud por usted, no será válida. **Usted debe enviar al Administrador su solicitud para ser excluido antes del 21 de abril del 2026, o no será válida. La Sección 9 del Aviso contiene la información de contacto del Administrador.**

7. ¿CÓMO OBJETO AL ACUERDO?

Sólo los Miembros Participantes de la Clase tienen derecho a objetar al Acuerdo. Antes de decidir si desea objetar, tal vez desee ver lo que el Demandante y los Demandados le están pidiendo a la Corte que apruebe. Al menos 16 días hábiles antes de la Audiencia de Aprobación Final del 16 de junio del 2026, los Abogados de la Clase y/o el Demandante presentarán ante la Corte (1) una Petición para la Aprobación Final que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Petición para los Honorarios, Gastos de Litigio y el Pago de Servicio del Representante de la Clase declarando (i) la cantidad que los Abogados de la Clase están solicitando para los honorarios y gastos de litigio de los abogados; y (ii) la cantidad que el Demandante está solicitando como el Pago de Servicio del Representante de la Clase. Una vez que lo soliciten razonablemente, los Abogados de la Clase (cuya información de contacto se indica en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin ningún costo para usted. Usted también puede revisarlos en el Sitio Web del Administrador en: www.cptgroupcaseinfo.com/GerstnerSettlement o el sitio web de la Corte: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>.

Un Miembro Participante de la Clase que no esté de acuerdo con algún aspecto del Acuerdo, la Petición para la Aprobación Final y/o la Petición para los Honorarios, Gastos de Litigio y el Pago de Servicio del Representante de la Clase puede desear objetar, por ejemplo, que el Acuerdo propuesto no es justo, o que las cantidades solicitadas por los Abogados de la Clase o el Demandante son demasiado altas o demasiado bajas. **La fecha límite para enviar objeciones por escrito al Administrador es el 21 de abril del 2026.** Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Asegúrese de identificar la Demanda como *Christian Garcia v. Daniel Gerstner and Silvia Gerstner, et al.*, e incluir su nombre, su dirección actual, número de teléfono y las fechas aproximadas de empleo para los Demandados y firme la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para objetar por su propia cuenta) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicar a la Corte a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Vea la Sección 8 de este Aviso (inmediatamente a continuación) para más detalles sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Final el 16 de junio del 2026 a las 8:30 a.m. en el Departamento 48 de la Corte Superior Los Ángeles, ubicada en 111 North Hill Street, Los Angeles, CA 90012. En la Audiencia, el juez decidirá si concede la Aprobación Final del Acuerdo y qué parte del Acuerdo Bruto se pagará a los Abogados de la Clase, al Demandante y al Administrador. La Corte invitará a los objetores, a los Abogados de la Clase y a los Abogados de la Defensa a presentar sus comentarios antes de tomar una decisión. Usted puede asistir personalmente (o contratar a un abogado para que asista) ya sea personalmente o de manera virtual mediante LACourtConnect (<https://www.lacourt.org/lacc/>). Consulte el sitio web de la Corte para obtener la información más actualizada.

Es posible que la Corte re programe la Audiencia de Aprobación Final. Usted debe consultar el sitio web del Administrador en www.cptgroupcaseinfo.com/GerstnerSettlement de antemano o comunicarse con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que los Demandados y el Demandante han prometido hacer conforme al Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar www.cptgroupcaseinfo.com/GerstnerSettlement. Usted también puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web de la Corte Superior visitando (www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) e ingresando el Número de Caso de la Demanda, Número de Caso 23STCV05770. Usted también puede hacer una cita para revisar personalmente los documentos de la corte en la Oficina del Secretario en Stanley Mosk Courthouse llamando al (213) 830-0800.

NO LLAME A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Administrador del Acuerdo:

Garcia v. Daniel Gerstner

c/o CPT Group, Inc.

PO Box 19504

Irvine, CA 92623

Fax: (949) 419-3446

Toll-free: 1-888-468-0473

Correo Electrónico: GerstnerSettlement@cptgroup.com

Sitio Web: www.cptgroupcaseinfo.com/GerstnerSettlement

Abogados para el Demandante y los Miembros de la Clase

Zorik Mooradian, Lic.

zorik@mooradianlaw.com

Haik Hacopian, Lic.

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Teléfono: (818) 487-1998

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que solicite un reemplazo antes de la fecha de anulación que se indica en el anverso del cheque original. Si su cheque ya es nulo, usted debe consultar el sitio web del Fondo de Propiedad No Reclamada para las instrucciones sobre como recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, usted debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal.

POR FAVOR, NO CONTACTE EL SECRETARIO DE LA CORTE, EL JUEZ O LOS DEMANDADOS CON PREGUNTAS.

Las declaraciones en este documento no son conclusiones hechas por una corte de justicia. Estas declaraciones no son una expresión de opinión o aprobación por un juez. Este aviso se basa solamente en las declaraciones por las Partes en esta Demanda. Usted recibió este aviso para ayudarle a decidir qué pasos, si los hay, tomar sobre esta Demanda.

EXHIBIT B

CASE NAME: GARCIA v GERSTNER

Date: April 28, 2026
Invoice #: 18363

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class Size: 316	Undeliverable Mail Rate: 5%
Opt-Out Filing Rate: 0.0%	Payment Option: Check
No. of Checks Issued: 316	Unclaimed Funds: SCO
Language Translation Services: Yes	Postage Total: \$612.70
Settlement Website: Static Website	Grand Total: \$14,247.60
Notice Procedures: Mail	CPT'S DISCOUNTED FEE: \$9,000.00

CASE SETUP

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
Static Website	\$500.00	1	\$500.00
Sub Total:			\$2,435.00

DIRECT MAIL NOTIFICATION

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	32	\$27.20
Print & Mail Notice Packets	\$1.50	316	\$474.00
First-Class Postage (up to 2 oz.)*	\$1.03	316	\$325.48
Sub Total:			\$1,151.68

PROCESS RETURNED UNDELIVERABLE MAIL

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	17	\$8.50
Skip Trace for Best Address	\$1.00	17	\$17.00
Print & Remail Notice Packets	\$1.50	24	\$36.00
First-Class Postage (up to 2 oz.)	\$1.03	24	\$24.72
Sub Total:			\$146.22

OPT-OUT PROCESSING

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	3	\$450.00
Project Manager: Validate Opt-Outs	\$95.00	0	\$0.00
Clerical Staff	\$60.00	0	\$0.00
Opt-Out Processing	\$2.50	0	\$0.00
Print & Mail Deficiency/Dispute Notices	\$1.50	0	\$0.00
First-Class Postage (up to 1 oz.)	\$0.74	0	\$0.00
Review & Process Deficiency Responses	\$10.00	0	\$0.00
Sub Total:			\$450.00

CLASS MEMBER SUPPORT

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	64	\$192.00
Dedicated Case Email Address	\$150.00	2	\$300.00
Sub Total:			\$792.00

SSN VERIFICATION

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	316	\$31.60
Sub Total:			\$466.60

DISTRIBUTION SERVICES

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	316	\$790.00
First-Class Postage (up to 1 oz.)	\$0.74	316	\$233.84
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	16	\$7.90
Skip Trace for Best Address	\$1.00	16	\$15.80
Remail Undeliverable Checks	\$2.50	14	\$35.00
First-Class Postage (up to 1 oz.)	\$0.74	14	\$10.36
Re-Issue Checks as Required	\$5.00	13	\$65.00
First-Class Postage (up to 1 oz.)	\$0.74	13	\$9.62
Sub Total:			\$4,957.52

TAX REPORTING & SETTLEMENT CONCLUSION

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
CA 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

SCO ESCHEATMENT PROCESSING

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	66	\$9.90
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:			\$808.58

Total Administration Costs:	\$14,247.60
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Courtesy Discount:	-\$5,247.60
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CPT'S DISCOUNTED FLAT FEE:	\$9,000.00
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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 for Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff
5 Christian "Christy" Garcia and have been appointed as Class Counsel in the class action
6 lawsuit entitled *Christian Garcia. v. Daniel Gerstner, et al.*, and bearing Los Angeles County
7 Superior Court Case No. 23STCV05770. I make this Declaration in support of Plaintiff's
8 Motion for Final Approval based on my own personal knowledge and if called as a witness I
9 could and would competently testify to the following facts stated herein.

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

17 3. The following is a short title index of wage-and-hour class action cases
18 in which I have represented and/or continue to represent named plaintiff in the capacity of co-
19 counsel: Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Nuno v.
20 Universal Building Maintenance/BC541570; Cabrera v. Complete Facilities
21 Maintenance/BC538248; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
22 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country
23 Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Balaguer v.
24 Eminent, Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Barragan v. Golden
25 Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building
26 Maintenance/BC681320; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee
27 Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v.
28 Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura

1 v. WSON-55/19STCV22958; Galvan v. Property Mgt. Associates/BC722781; Gonzalez v.
2 Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez
3 v. Anaheim Denn/30-2019-01092546; Ramos v. Liberty Container Corp./20STCV06560;
4 Hernandez v. Resource Employment Solutions/30-2019-01084740; Leon v. Island Hospitality
5 Mgt./30-2019-01060719; Mendoza v. Savage Service Corp./18STCV04798; Martinez v.
6 Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-
7 01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL
8 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran
9 Najera v. TOPH I, LLC/30-2018-00999474; Alvarez v. Greenfield Care Center of
10 Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-
11 01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim
12 Technologies/19STCV11434; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG
13 USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro
14 Security/19STCV15680; Villacana v. Crothall Laundry Services, Inc./19STCV16330.

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

18 5. I know of no conflicts as to why I, or Mr. Mooradian, could not continue to
19 serve as Class Counsel in this matter and I am fully aware of the responsibilities I owe
20 as Class Counsel to the class in this action. I also know of no conflicts that would preclude
21 Ms. Garcia from continuing to serve as the Class Representative in this matter.

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

1 class certification and maintaining class action status through trial, (iv) the total settlement
2 amount of \$600,000 offered in settlement, (v) the discovery conducted by the Parties in this
3 case, (vi) my experience with similar settlements in wage and hour class actions that have
4 received court approval, (vii) the fact that the settlement was the result of arms' length
5 negotiations between experienced counsel facilitated by Mr. Steve Cerveris, a respected
6 neutral mediator; and (viii) the overwhelmingly positive response from the class to date with
7 nary an objection or exclusion request.

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

12 8. On June 10, 2025, Plaintiff and Defendants participated in a full-day mediation
13 before Mr. Steve Cerveris. At the mediation, to maximize recovery by employees of
14 Defendants and effectuate a comprehensive resolution, the Parties agreed to settle on a class
15 basis in addition to a representative PAGA basis. The class settlement period only extends the
16 start of the PAGA limitations period from October 27, 2021 back to June 10, 2021. The Parties
17 were able to reach a resolution at the mediation and entered into a Memorandum of
18 Understanding ("MOU"). The Parties ultimately entered into their Class Action and PAGA
19 Settlement Agreement incorporating the MOU's terms and which was based on the LASC
20 model agreement for class and PAGA settlements, a true and correct copy of the final executed
21 version was included as part of Plaintiff's Preliminary Approval filing.

22 9. This Court entered the Preliminary Approval Order on December 30, 2025
23 after holding the hearing on Plaintiff's Preliminary Approval Motion on that date. Prior to the
24 hearing, on December 1, 2025, Plaintiff filed her Motion for Preliminary Approval and
25 supporting papers. A true and correct copy of the December 31, 2025 Notice of Entry of Order
26 Granting Preliminary Approval of Class Action Settlement is attached as **Exhibit "1"**.

27 10. This Settlement provides for Defendant to pay the non-reversionary settlement
28 amount of \$600,000 ("Gross Settlement Amount"), in addition to the employer share of

1 payroll taxes on the wage component of this Settlement. S.A. ¶¶1.22, 3.1. The Net Settlement
2 Amount is the amount remaining from the Settlement Amount after deducting Class Counsel
3 fees (\$210,000 or thirty-five percent of the Gross Settlement Amount), Class Counsel costs
4 (\$10,446.40), the Enhancement Award to named Plaintiff (\$10,000.00), settlement
5 administration costs (\$9,000.00), the LWDA's 75% share of the PAGA allocation
6 (\$22,500.00), and aggrieved employees 25% share of same (\$7,500.00). S.A. ¶1.28. The
7 foregoing deductions from the Settlement Amount result in an estimated Net Settlement
8 Amount of \$330,553.60. The simple average class settlement payment calculates to \$1,046.06
9 ($\$330,553.60 \div 756$), which is slightly higher than the administrator's value on account of my
10 office seeking costs less than the maximum \$25,000 allotted to costs. To the extent the case
11 had proceeded as a PAGA-only settlement for the \$600,000 Gross Settlement Sum, employee
12 recovery would have been less than one-third of the recovery under this class settlement. This
13 shift to a class settlement also subjected the case to a two-step approval process with a class
14 notice and longer duration before payments are disbursed, including the requested attorney
15 fee award.

16 11. This Court found that the Class meets all the requirements for class
17 certification for settlement purposes when it granted preliminary approval of the Settlement
18 on December 30, 2025. No new circumstances have cast any doubt on the propriety of the
19 preliminary approval determination.

20 12. Plaintiff would likely encounter extreme difficulty in certifying most of the
21 claims in this case because, while they may present substantial common liability issues, they
22 also give rise to individual damages issues. As explained in the briefing in support of the
23 Motion for Preliminary Approval, the primary claim for unpaid wages required determinations
24 at the individual level as to circumstances whether off-the-clock work was performed, a major
25 impediment to class certification. Defendant contended that it satisfied its obligations under
26 *Brinker*. Moreover, engaging in the inquiry of whether substantial individual inquiry to be
27 able to determine whether a meal period was taken or waived by an employee and would
28 potentially limit class treatment of the claims, including establishing liability under PAGA.

Defendant vehemently denied that it engaged in any unlawful activity, failed to comply with the law in any respect, or has any liability to any person or entity under the claims asserted in the lawsuit.

13. Various considerations bore heavily on the negotiations allowing for the Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable compromise in view of the risks of further litigation.

14. An allocation method based on the number of workweeks worked during the Class Period is fair, adequate, and reasonable because it correlates to the extent of harm allegedly suffered based on the asserted claims.

15. My current standard billing rate is \$600 per hour. I have spent at least 38 hours on this matter, which results in a lodestar of \$22,800 (\$600 x 38), which can be summarized as follows:

Category/Tasks	Hours
Work on file post-appearances including litigation, pleadings, conferences with counsel, calendaring, and incidental work:	4
Preparation for mediation including review/analysis of produced data, damage analysis, preparing brief, communications with counsel and client, and incidental work:	7
Appear at full-day mediation with Steve Cerveris	8
Post-settlement work including work on MOU, long-form agreement, review with Plaintiff, communications w/counsel, prep of prelim approval motion, and incidental work:	9
Post-Preliminary Approval work including notices, oversight of class notice process, communications with administrator and counsel, Prep of Final Approval Motion	7
Appearance at Final Approval, related notices, case administration and oversight work through completion (estimated)	3
HOURS	38

16. I have reviewed the lodestars of counsel submitted in support of the fee award and the total present and anticipated minimum lodestar tallies to \$59,350. The application of a multiplier of 3.54 to that lodestar results in the \$210,000 requested fee award. ($\$210,000 \div \$59,350 = 3.54$). Notably, the submitted lodestars for Mooradian Law, APC do not include work performed by office staff in this matter.

17. Adjusting the rates of class counsel to the current Laffey Matrix, at \$1,227 for Mr. Mooradian (20+ years) and \$1,019 for myself (11-19 years), results in a lodestar of \$91,483 [(\$1,227 x 43) + (\$1,019 x 38)]. The application of a multiplier of 2.3 to the Laffey lodestar results in the \$400,000 requested fee award ($\$210,000 \div \$91,483 = 2.30$).

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

Executed this 18th day of May 2026, in Pasadena, California.

/s/Haik Hacopian
Haik Hacopian, Declarant

ZORIK MOORADIAN, Bar No. 136636
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HAIK HACOPIAN, Bar No. 282361
haik@mooradianlaw.com
MOORADIAN LAW, APC
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Calabasas, CA 91302
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Electronically FILED by
Superior Court of California,
County of Los Angeles
12/31/2025 2:50 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By R. Sanchez, Deputy Clerk

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

**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 ENTRY OF ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Final Approval Hearing Date: June 16, 2026
Final Approval Hearing Time: 8:30 a.m.
Department: 48

Action filed: March 15, 2023
Trial Date: Not yet set

**TO THE HONORABLE COURT, PARTIES, THE LWDA, AND THEIR
ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that, on December 30, 2025, the Court entered the Order
Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, a true and

1 correct copy of which is appended hereto. Therein, *inter alia*, the Final Approval hearing was
2 set for June 16, 2026 at 8:30 a.m.

3 The Order was entered after a Preliminary Approval Hearing held on December 30,
4 2025 at which Haik Hacopian of Mooradian Law, APC appeared remotely on behalf of
5 Plaintiff and Roxana Verano of Landegger Verano, ALC appeared remotely on behalf of
6 Defendants.

7 The Court also ordered the OSC re: Dismissal and Status Conference hearings,
8 scheduled for February 9, 2026, off-calendar.

9 Plaintiff was ordered to give notice.

10
11 Dated: December 31, 2025

MOORADIAN LAW, APC

12 By: /s/Haik Hacopian

13 Zorik Mooradian, Esq.,

14 Haik Hacopian, Esq.,

15 Attorneys for Plaintiff, individually and on behalf
16 of other persons similarly situated and similarly
17 aggrieved employees
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FILED
Superior Court of California
County of Los Angeles

12/30/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Ortiz Deputy

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

4 Calabasas, CA 91302

Telephone: (818) 487-1998

5 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
17 GERSTNER, ALAMO CAR WASH,
INC., MISSION CAR WASH SAN
18 GABRIEL, INC., SAN GABRIEL
MISSION CAR WASH, INC., and DOES
19 1 through 50,

20 Defendants.

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 June 16, 2026 at 8:30 A.M.,
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
May 15, 2026; and

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

Dated: 12/30/2025

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

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On **December 31, 2025**, I served on the parties of record in this action the foregoing document(s) described as:

**NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Roxana Verano, Esq. Roxana@landeggeresq.com Evelyn Zarraga, Esq. Evelyn@landeggeresq.com Landegger Verano & Davis, A Law Corporation 15760 Ventura Blvd., Suite 1200 Encino, CA 91436 t. 818-986-7561 f. 818-986-5146 Attorneys for Defendants	Labor & Workforce Development Agency 800 Capitol Mall, MIC-55 Sacramento, CA 95814 (Filed online at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html under LWDA-CM-916552-22)
--	--

☒ **STATE** – I declare under penalty of perjury under the laws of the “State of California that the above is true and correct.

/s/Haik Hacobian
Haik Hacobian

Declaration of ZORIK MOORADIAN

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1 Accentcare/30-2013-00661891-CU-OE-CXC; Nuno v. Universal Building
2 Maintenance/BC541570; Cabrera v. Complete Facilities Maintenance/BC538248; Valencia
3 v. Rubbercraft/BC 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
4 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country
5 Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Bitton v.
6 Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt. Svcs., Inc./BC618629;
7 Barrera v. Coast Composites, Inc./30-2017-00909572 CU-OE-CJC; Aguilar v. Sweet Earth
8 Café/19STCV13373; Avina v. Marriott/30-2017-00945551; Azeppita v. Eden Social
9 Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent, Inc./19STCV16803; Barragan v.
10 Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building
11 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v. Intercon
12 Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee
13 Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v.
14 Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura
15 v. WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don
16 Chava Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
17 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS
18 Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v.
19 Millennium Shoes/19STCV33166; Hernandez v. Township Retail Services/18STCV06709;
20 Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v. Color Spot
21 Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez
22 v. Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798; Martinez v.
23 Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-
24 01104255; Garcia Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL
25 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran
26 Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
27 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986; Pallares -
28 Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate

1 Staffing/18STCV02057; Popoca v. Denim Technologies/ 19STCV11434; Reidy v. City of
2 Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA,
3 Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro
4 Security/19STCV21114; Torres v. Metro Security/19STCV15680; Trujillo v. Securitas
5 Security Services/19STCV01207; Villacana v. Crothall Laundry Services,
6 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

7 5. I am familiar with California wage and hour law and the laws governing the
8 alleged violations in this matter, including but not limited to: California Labor Code Sections
9 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500,
10 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California
11 Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare
12 Commission, and the Private Attorneys General Act.

13 6. I have been appointed as Class Counsel on behalf of the settlement class. I
14 know of no conflicts that would preclude me, or Mr. Hacopian, from continuing to serve as
15 Class Counsel in this matter. I also know of no conflicts that would preclude Ms. Garcia from
16 continuing to serve as the Class Representative in this matter.

17 7. As a result of my prior experience as class counsel in other wage and hour
18 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the class in
19 this action. Based on my experience as Class Counsel, I believe, in light of the criteria
20 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
21 settlement continues to remain fair to the class, reasonable and more than adequate in view
22 of (i) the strength of Plaintiff's claims and Defendants' defenses, (ii) the risk, expense,
23 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining
24 class certification and maintaining class action status through trial, (iv) the total settlement
25 amount of \$600,000 offered in settlement, (v) the discovery conducted by the Parties in this
26 case, (vi) my experience with similar settlements in wage and hour class actions that have
27 received court approval, and (vii) the fact that the settlement was the result of arms' length
28

1 negotiations between experienced counsel facilitated by Mr. Steve Cerveris, a respected
2 neutral mediator; and (viii) the positive response to the settlement from the class.

3 8. Plaintiff Garcia signed a single retainer with my office. The Retainer
4 Agreement had language providing a maximum of forty-five percent (45%) in attorneys' fees,
5 of course, subject to court approval as to collective issues. The Retainer Agreement also had
6 a provision for recovery of costs in relation to the representation.

7 9. As for the representation of the individual rights of Ms. Garcia, a proposed
8 retainer agreement for recovery of fees could be thirty-five percent of the gross recovery.
9 That would be consistent with the market rate, and there is no reason to believe that, if any
10 of the other 316 class members had signed an individual retainer, it would be any different.

11 10. In almost all the mediations that I have attended, a one-third to 35% attorney
12 fee percentage is generally agreed upon by the defendant and the plaintiff subject to court
13 approval. In this matter, the Parties agreed that Class Counsel may request up to thirty-five
14 percent and Defendants would not oppose the same.

15 11. Notice was provided to each of the Class Members that the attorneys would
16 be seeking attorney fees in the amount of \$210,000 or thirty-five percent of the settlement.
17 The fact that no Settlement Class Members had any objection to the settlement or any of its
18 terms, speaks pretty strongly to the notion that class members are extremely happy with the
19 settlement.

20 12. It is beyond any reasonable dispute that, if my office had been able to negotiate
21 directly with the class members, the class would have found that a one-third fee arrangement
22 was eminently reasonable.

23 13. The fees received from one case, are often used to finance and move forward
24 other cases that have failed and bring in revenue for my office.

25 14. While it's generally true that the greater the attorney fees, the less funds there
26 will be for distribution to class members as damages, nevertheless, a balance must be
27 achieved. In the instant matter, the class got a very balanced and fair settlement. Given the
28 strengths and weaknesses of the case, they will be receiving a fair sum of money. The results

1 and the case law support that the settlement was fair, reasonable and adequate. The class had
2 an affirmative response to the settlement, where there was not a single objection or exclusion
3 request. In light of the favorable settlement, giving more money to the class after an excellent
4 settlement had been achieved punishes the attorneys without whom such a settlement would
5 not have been attained but for the efforts of good lawyering. Punishing lawyers when they do
6 well is potentially sending the wrong message and serves as a disincentive and unjustly
7 enriches the class that has already received a fair and adequate amount of benefits. Notably,
8 my office's efforts in securing a class settlement resulted in more than the tripling of
9 individual employee recoveries when compared to recoveries under an alternate PAGA only
10 settlement for civil penalties where the LWDA would need to be paid 75% of the net
11 proceeds. This shift to a class settlement also subjected the case to a two-step approval
12 process with a class notice and longer duration before payments are disbursed, including the
13 requested attorney fee award.

14 15. I have spent at least **43** hours on this case. At my current hourly rate of \$850,
15 my lodestar would total **\$36,550**. The categories of work I have performed on this file are as
16 follows:

Category/Tasks	Hours
Preliminary case work including intake and retention, assessment of file for potential claims/lawsuits, review of records, communication of records request letter to employer, research into parties, claims, and potential defenses, review of other pending and related matters/settlements, and incidental work:	9
Work on file prior to appearances by Defendant including prep of case initiating pleadings incl complaint, service, prep and communicate PAGA letter, case calendaring, and incidental work:	5
Work on file post-appearances including litigation, pleadings, conferences with counsel, calendaring, court appearance at ISC, and incidental work:	5
Preparation for mediation including review/analysis of produced data, damage analysis, preparing brief, communications with counsel and client, and incidental work:	4

Appear at full-day mediation with Steve Cerveris	8
Post-settlement work including work on MOU, long-form agreement, review with Plaintiff, communications w/counsel, prep of prelim approval motion, and incidental work:	7
Post-Preliminary Approval work including notices, oversight of class notice process, communications with administrator and counsel, Prep of Final Approval Motion	2
Appearance at Final Approval, related notices, case administration and oversight work through completion (estimated)	3
HOURS	43

16. My office has also incurred **\$10,446.40** in costs as follows:

Date	Cost	Subject
2/3/2023	\$448.15	United Legal - Electronic Court Filing Fee - Complaint
2/2/2023	\$75.00	LWDA Submission Fee for PAGA Notice
5/1/2023	\$80.00	United Legal Service of Process (Def. S. Gerstner)
5/1/2023	\$40.00	United Legal Service of Process (Def. S. G. Car Wash)
5/1/2023	\$126.00	United Legal Service of Process (Def. Dan Gerstner)
5/8/2023	\$13.15	United Legal Proof of Service Filing
6/22/2023	\$13.15	United Legal – CMC Statement Filing Charges
7/17/2023	\$12.22	United Legal – Notice of Ruling Filing Charges
12/16/2024	\$36.70	United Legal – Stip and Order Filing Charges
12/24/2024	\$4.00	LASC Document Retrieval Charges
1/30/2024	\$13.15	United Legal – Status Report Filing Charges
6/5/2025	\$9,250.00	Plaintiff's Share of Full-Day Mediation Fees (Cerveris)
9/10/2025	\$25.50	OneLegal Notice Filing Charges
10/23/2025	\$47.19	OneLegal Stip and Order Filing Charges
10/29/2025	\$25.50	OneLegal Amended Complaint Filing Charges
12/2/2025	\$88.49	OneLegal Motion for Preliminary Approval Filing Charges

1/2/2026	\$26.60	OneLegal Notice Filing Charges
1/27/2026	\$8.60	LASC Document Retrieval Charges
5/15/2026	\$88.00	OneLegal Final Approval Motion Filing Charges (estimated)
5/15/2026	\$25.00	OneLegal Notice of Entry of Order Filing Charges (estimated)
	\$ 10,446.40	

17. It is important that Plaintiff is paid a fair amount for her services to the class. Out of 316 class members, she is the only one that stepped forward stuck with her case for an extended period. If it was not for her, the \$600,000 settlement would not have been obtained for the class. Specifically, the requested sum of \$10,000 to Plaintiff is fair considering that it is less than 1.7% of the gross settlement and Plaintiff's involvement with this matter over many years. Moreover, unlike the class members, Plaintiff is agreeing to a general release of all claims, which must be assigned additional value.

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

Executed on May 18, 2026 in Calabasas, California.

/s/Zorik Mooradian
Zorik Mooradian

Declaration of CHRISTGIAN GARCIA

DECLARATION OF CHRISTIAN GARCIA

I, Christian Garcia, hereby declare as follows:

1. I am the named Plaintiff in the wage and hour class action lawsuit entitled *Christian Garcia v. Daniel Gerstner, et al.* and bearing case number 23STCV05770 of the Los Angeles County Superior Court. This declaration is based on my own personal knowledge. If called as a witness I could and would competently testify to the facts stated herein.

2. I was employed by Defendants in California as a non-exempt hourly paid employee from about October 26, 2021 through February 2, 2022.

3. I understand that this case is a class action, which is a lawsuit not just for me but for other non-exempt employees of Defendants in California. I understand that it is my job to support them and I accept that as their representative I have significant responsibilities to them as well as to the court. I understand that it is my responsibility to look out for the best interests of the other non-exempt employees. I also understand that I need to respond truthfully and completely to any information requested by my attorneys and to make myself available at any meetings, proceedings, or other court hearings where my presence is required.

4. I am not aware of any claim that I am making in this case against Defendants that would only apply to me and not to other employees. Nor do I believe that I have any interest in the outcome of this case that would be in conflict with or is any different from the interest from the rest of the class.

5. I've relied upon and continue to rely upon the advice and guidance of my attorneys at Mooradian Law, APC, Mr. Zorik Mooradian and Mr. Haik Hacopian.

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.

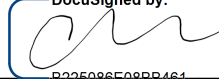
3 7. In total, I estimate that I have spent approximately 14 hours to date participating
4 in this case.

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:
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Christian Garcia

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On **May 18, 2026**, I served on the parties of record in this action the foregoing document(s) described as:

**[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF’S
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT,
CLASS REPRESENTATIVE’S ENHANCEMENT AWARD, CLASS
COUNSEL ATTORNEYS’ FEES AND COSTS, SETTLEMENT
ADMINISTRATION COSTS, AND LWDA PAYMENT**

Roxana Verano, Esq.
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Landegger Verano & Davis, A Law
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15760 Ventura Blvd., Suite 1200
Encino, CA 91436
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f. 818-986-5146

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

☒ **BY E-MAIL** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the above document(s) to be sent to the persons(s) at the e-mail addresses listed on the service list above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

PROOF OF SERVICE

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Executed on **May 18, 2026** at Calabasas, California.

/s/Haik Hacopian

Haik Hacopian