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EXHIBIT 1

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Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles

08/06/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

MARIO MAYORGA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; NOEL MARTINEZ, MOISES LOPEZ, individually, and on behalf of other members of the general public similarly situated; ROBERT RAMOS, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

QUALAWASH HOLDING, LLC, a Florida limited liability company; QUALAWASH, LLC, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV00914

Honorable Carolyn Kuhl
Department 12

CLASS ACTION

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

Date: August 7, 2024
Time: 10:30 a.m.
Department: 12

Complaint Filed: January 13, 2023
FAC Filed: May 9, 2023
Trial Date: None Set

1 This matter has come before the Honorable Carolyn Kuhl in Department 12 of the Superior
2 Court of the State of California, for the County of Los Angeles, on August 6, 2024 at 10:30 a.m. for
3 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC
4 appeared as counsel for Plaintiffs Mario Mayorga, Noel Martinez, Moises Lopez, and Robert Ramos
5 ("Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
6 employees, and Higgs, Fletcher, & Mack, LLP appeared as counsel for Defendant Qualawash
7 Holdings, LLC (erroneously sued as "Qualawash Holding, LLC" and "Qualawash, LLC")
8 ("Defendant").

9 The Court, having carefully considered the papers, argument of counsel, and all matters
10 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs Motion for
11 Preliminary Approval of Class Action Settlement.

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Court preliminarily approves the First Amended Joint Stipulation for Class
14 Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"),
15 attached as "**EXHIBIT 2**" to the Supplemental Declaration of Helene Mayer in Support of Plaintiffs'
16 Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's
17 determination that the Settlement appears to fall within the range of possible approval as fair,
18 adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement,
20 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
21 Settlement Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
23 and reasonable. It appears to the Court that extensive investigation and research have been
24 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
25 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
26 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
27 further prosecution of the cases. It further appears that the Settlement has been reached as the result
28 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees Award and Class Counsel Costs Award, Class Representatives Service Awards,
3 PAGA Settlement Allocation, Administration Expenses Payment, and payments to the Settlement
4 Class Members provided thereby, appear to be within the range of reasonableness of a settlement
5 that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the
6 monetary recovery that is being granted as part of the Settlement and preliminarily finds that the
7 monetary settlement awards made available to the Class Members and PAGA Aggrieved Employees
8 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
9 relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel are qualified to act as counsel for Plaintiffs in their individual capacities and as the
19 representatives of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly-paid or non-exempt employees who worked for any
23 of the Defendants within the State of California at any time during the period from
24 January 13, 2019 through the date of this Order.

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Vartan Madoyan,
25 and Helene Mayer of Lawyers *for* Justice, PC as counsel for the Class (“Class Counsel”).

26 8. The Court provisionally appoints Plaintiffs Mario Mayorga, Noel Martinez, Moises
27 Lopez, and Robert Ramos as the representatives of the Class (together, “Class Representatives”).
28

1 9. The Court provisionally appoints Xpand Legal Consulting, LLC (“Xpand Legal
2 Consulting, LLC”) to handle the administration of the Settlement (“Settlement Administrator”).

3 10. Within ten (10) calendar days of the date of this Order, Defendants shall provide the
4 Administrator with the following information about each Class Member: (1) full name, (2) last
5 known address, (3) Social Security number, and (4) the number of Workweeks each Class Member
6 worked for Defendant during the Class Period and PAGA Period (collectively, “Class Information”)
7 in conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Pendency of Class
9 And Representative Action Settlement and Final Hearing Date (“Class Notice”) attached hereto as
10 **“EXHIBIT A.”** The Class Notice shall be provided to Class Members and PAGA Aggrieved
11 Employees in the manner set forth in the Settlement Agreement. The Court finds that the Class
12 Notice appears to fully and accurately inform the Class Members and PAGA Aggrieved Employees
13 of all material elements of the Settlement, of Class Members’ right to be excluded from the Class
14 Settlement by submitting a Request for Exclusion and of each Settlement Class Member’s right and
15 opportunity to object to the Settlement by submitting a Notice of Objection to the Settlement
16 Administrator. The Court further finds that distribution of the Class Notice substantially in the
17 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
18 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
19 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
20 Settlement Administrator to mail the Class Notice in English and Spanish by First-Class U.S. mail
21 to all Class Members within fourteen (14) calendar days of receipt of the Class Information, pursuant
22 to the terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
26 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
27 Administrator, postmarked no later than the date which is forty-five (45) calendar days after the
28 Settlement Administrator mails the Class Notice to Class Members and PAGA Aggrieved

Employees (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended by fourteen (14) calendar days from the date of the original forty-five (45) calendar day deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all Class Members, irrespective of whether the Class Member files a Request for Exclusion from the Settlement Class, who were employed by Defendant during the period from January 13, 2022 through the date of this Order (“PAGA Aggrieved Employees”) will be bound by the PAGA Settlement and will be issued their Individual PAGA Payment. Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. To object to the Class Settlement, a Class Member may submit his or her Notice of Objection in writing to the Settlement Administrator on or before the Response Deadline. The written objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted an objection.

14. A Final Approval Hearing shall be held before this Court on Dec. 12, 2024 at 11:30 am at _____ a.m./p.m. in Department 12 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Aggrieved Employees; and determine whether to finally approve the requests for the Class Counsel Fees Award and Class Counsel Costs Award, Class Representatives Service Awards, and Administration Expenses Payment.

1 15. Class Counsel shall file a motion for final approval of the Settlement and for Class
2 Counsel Fees Award and Class Counsel Costs Award, Class Representatives Service Awards, and
3 Administration Expenses Payment, along with the appropriate declarations and supporting evidence,
4 including the Settlement Administrator's declaration, no later than 16 court days before the Final
5 Approval Hearing.

6 16. The Settlement is not a concession or admission, and shall not be used against
7 Defendant as an admission or indication with respect to any claim of any fault or omission by
8 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
9 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
10 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
11 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
12 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
13 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
14 implementation, interpretation, or enforcement of the Settlement.

15 17. In the event the Settlement does not become effective in accordance with the terms
16 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
17 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
18 vacated, and the Parties shall revert back to their respective positions as of before entering into the
19 Settlement Agreement.

20 18. The Court reserves the right to adjourn or continue the date of the Final Approval
21 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
22 Members and PAGA Aggrieved Employees, and retains jurisdiction to consider all further
23 applications arising out of or connected with the Settlement.

24 **IT IS SO ORDERED.**

25 Dated: 08/06/2024

26 By:



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
The Honorable Carolyn Kuhl
Judge of the Superior Court

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

***Mario Mayorga, et al. v. Qualawash Holdings, LLC, et al.*, currently pending before the Superior Court of the State of California, County of Los Angeles, Case Nos. 23STCV00914 and 23NWCV00148**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below, except that you will still receive your Aggrieved Employee Payment.
Object	You may write to the Court about why you do not like the settlement. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit entitled *Mario Mayorga, et al. v. Qualawash Holdings, LLC, et al.*, Case Nos. 23STCV00914 and 23NWCV00148 (the “Actions”), currently pending before the Superior Court of the State of California, County of Los Angeles (the “Court”) has been reached between MARIO MAYORGA, NOEL MARTINEZ, MOISES LOPEZ, and ROBERT RAMOS (collectively, “Plaintiffs”) and QUALAWASH HOLDINGS, LLC (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a Settlement Class Member, which is defined as:

All of Defendant’s current and former non-exempt employees employed in California between January 13, 2019 and <<[REDACTED]>>.

The “Class Period” is the period of time running from January 13, 2019 to <<[REDACTED]>>.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

The Actions were filed on January 13, 2023. In the Actions, Plaintiffs assert Claims for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200, *et seq.*; and (11) penalties under Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*

On September 25, 2023, the Parties participated in a full-day, private mediation with Keith Jacoby, Esq., an experienced mediator who is well-versed in putative class and representative actions. Through that process Mr. Jacoby made a mediator’s proposal which was accepted by the Parties, and with Mr. Jacoby’s assistance, the Parties reached an agreement to resolve the Actions and entered into the First Amended Joint Stipulation for Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”). The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Lawyers for Justice, PC to serve as Class Counsel.

Defendant denies and disputes all claims asserted in the Actions. Specifically, Defendant contended (and continues to contend) that the Actions could not properly be maintained as a class action; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class at least minimum wage for all hours worked, paid all overtime owed, and paid all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant reimbursed members of the class for all reasonably necessary business expenses; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Actions.

3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay Four Hundred Thousand Dollars (\$400,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to participating Settlement Class Members, the Class Counsel Fees Award, the Class Counsel Costs Award, Settlement Administration Costs, the PAGA Settlement Allocation, and the Class Representatives Service Award to the Plaintiffs. Defendant will be responsible for paying any Employer share of Payroll Taxes on any individual settlement payments separate and apart from the Gross Settlement Amount.

Within ten (10) calendar days following the receipt of the Settlement Accounting from the Settlement Administrator, Defendant will fund the Gross Settlement Amount, plus the employer’s side Payroll Taxes, by depositing the money into Settlement Fund Account maintained by the third party Settlement Administrator.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Settlement Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$10,000, for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Subject to Court approval, Class Counsel shall seek a Class Counsel Fees Award in an amount equal to one-third of the Total Settlement Amount currently estimated to be \$133,333.34 for reasonable attorneys' fees, plus costs and expenses supported by declaration not to exceed \$15,000.00. The Class Counsel Fees and Costs Award is intended to compensate and reimburse Class Counsel for all of the work already performed and all of the work remaining to be performed by Class Counsel in documenting the settlement, securing Court approval of the settlement, administering the settlement, and making sure that the settlement is fairly administered and implemented.
- Class Representatives Service Award. Class Representatives Service Award of up to \$10,000.00 each to Plaintiffs Mario Mayorga, Noel Martinez, and Moises Lopez, and up to \$7,500.00 to Plaintiff Robert Ramos, for a total of \$37,500.00, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, for their complete release of all claims, and for the risks they undertook.
- PAGA Settlement. A payment of \$55,000.00 relating to Plaintiffs' claim under the Private Attorney General's Act ("PAGA"), \$41,250.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$13,750.00 will be distributed to Aggrieved Employees which are all of Defendant's current and former non-exempt employees employed in California between January 13, 2022 and <<INSERT PRELIMINARY APPROVAL DATE>>.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Settlement Administration Expenses, Class Counsel Awards, the Class Representatives Service Awards and the PAGA Settlement are deducted from the Total Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Settlement Class Members"). The Individual Settlement Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks worked that occurred during the Class Period.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 10% of each Settlement Share constitutes wages in the form of back-pay (and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment) and 90% of each Settlement Share constitutes interest, penalties and other non-wage payments (and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment). Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date, all Class Members who do not timely submit a Request for Exclusion will forever and finally release the Released Parties from all of the Released Claims. Released Class Claims means Claims that Class Members are fully releasing in exchange for the consideration provided by this Settlement Agreement, whether arising at law, in contract or in equity, and whether for economic or non-economic damages, restitution, injunctive relief, penalties or liquidated damages as specified below. Released Claims means all claims actually asserted or which could have been asserted in the Actions by the Class Members against the Released Parties, arising during the Class Period, based on the facts alleged in the operative Complaint, including but not limited to claims for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. Released Claims also includes all claims that were or that could have been alleged in the Actions based on the facts stated in the Complaints, including but not limited to any claims for violations of the Fair Labor Standards Act, the California Labor Code, and the relevant Wage Orders. The term “Released Claims” also includes Plaintiffs’ claim that Defendant is liable for the attorneys’ fees incurred to prosecute this Actions on behalf of Class Members, including fees incurred for the services of Class Counsel, and any claim that Defendant is liable for any other remedies, civil penalties, statutory penalties, or interest under California law based on the facts alleged in the operative Complaint. The term “Released Claims” also includes all claims that the Class Members may have against the Released Parties relating to (i) the payment, taxation and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Settlement Agreement, and (ii) the payment, taxation, and allocation of Plaintiffs’ Service Award pursuant to this Settlement Agreement. Class Members may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist or have existed, upon any theory of law or equity now existing. It is the intent of the Parties that the Final Approval Order and Judgement entered by the Court shall have full res judicata and collateral estoppel effect and be final and binding upon Class Members regarding the Released Claims.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date, the Released Parties shall be entitled to a release from the State of California and the members of the PAGA Aggrieved Employees group only as to all PAGA claims based on the alleged facts and legal claims arising during the PAGA Period at the time of final approval by Plaintiffs in the Actions and Plaintiffs’ notice letter to the LWDA including, but not limited to, Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and 2698 et seq., and the applicable IWC Wage Orders, and any resulting claim for attorneys’ fees and costs under PAGA, which occurred during the PAGA The PAGA Released Claims expressly exclude all PAGA claims outside the PAGA Period, all PAGA claims not alleged in the operative complaints in the Actions, all claims under Cal. Labor Code § 558(a)(3), and all non-PAGA claims.

5. How much will my payment be?

Defendant's records reflect that you have << [REDACTED] >> work-weeks/work-days worked during the Class Period.

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendant's records reflect that you have << [REDACTED] >> work-weeks/work-days worked during the PAGA Period.

Based on this information, your estimated Individual PAGA Settlement Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____, 2024 [forty-five (45) days after the Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms.**

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____, 2024. The request for exclusion must state in substance: "I wish to exclude myself from the Settlement in *Mario Mayorga, et al. v. Qualawash Holdings, LLC, et al.*, currently pending before the Superior Court of the State of California, County of Los Angeles, Case Nos. 23STCV00914 and 23NWCV00148. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, 2024, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Mario Mayorga, et al. v. Qualawash Holdings, LLC, et al.*, currently

pending before the Superior Court of the State of California, County of Los Angeles, Case Nos. 23STCV00914 and 23NWCV00148.

To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The objections must be delivered or mailed to the Settlement Administrator no later than _____, 2024 with copies to the Parties' counsel. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

To Plaintiff:	To Defendant:
LAWYERS for JUSTICE, PC Edwin Aiwazian, Esq. Arby Aiwazian, Esq. Joanna Ghosh, Esq. Vartan Madoyan, Esq. Helene Mayer, Esq. 410 West Arden Avenue, Suite 203 Glendale, California 91203	HIGGS FLETCHER & MACK, LLP James M. Peterson, Esq. Derek W. Paradis, Esq. 401 West "A" Street, Suite 2600 San Diego, CA 92101

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the Los Angeles County Superior Court, located at 312 N Spring St., Los Angeles, CA 90012 in Department 12 before Hon. Carolyn B. Kuhl. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Mario Mayorga, et al. v. Qualawash Holdings, LLC, et al.*, currently pending before the Superior Court of the State of California, County of Los Angeles, Case Nos. 23STCV00914 and 23NWCV00148, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to the Plaintiffs' counsel.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. Any unclaimed funds as a result of the failure to cash Individual Settlement Payment checks by the Void Date shall be distributed to the San Diego County Bar Foundation pursuant to Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On August 12, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

James M. Peterson, Esq.
Derek W. Paradis, Esq.
HIGGS FLETCHER & MACK LLP
401 West A Street, Suite 2600
San Diego, CA 92101-7910
Emails: peterston@higgslaw.com; Paradisd@higgslaw.com; runsatr@higgslaw.com

Attorneys for Defendant

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the individual(s) listed above.

State of California Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on August 12, 2024, at Glendale, California.



Emilio Lenti