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7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 JOSE ARDON, individually, and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 LUV CAR WASH GROUP, LLC, a limited
15 liability company; LUV CAR WASH
16 SOUTHWEST, LLC, a limited liability company;
and DOES 1 through 10, inclusive,

17 Defendants.
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FILED
Superior Court of California
County of Los Angeles

02/28/2025

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Case No.: 23STCV11760

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
Laura A. Seigle, Dept. 17

**[~~AMENDED PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

*[Filed with (1) the Supplemental Declaration
of Kane Moon and (2) the Supplemental
Declaration of Lindsay Romo]*

FINAL APPROVAL HEARING:

Date: February 28, 2025

Time: 9:00 a.m.

Dept.: 17

Action Filed: May 24, 2023

TAC Filed: August 23, 2024

Trial Date: Not set

~~PROPOSED~~ FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On October 29, 2024, the Court entered an Order which granted Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiffs Jose Ardon ("Plaintiff Ardon") and Veronica Vergara ("Plaintiff Vergara") (collectively "Plaintiffs") and Defendants LUV Car Wash Group, LLC and LUV Car Wash Southwest, LLC ("Defendants") (together with Plaintiffs, the "Parties"), in accordance with the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement that was filed on September 5, 2024.

The Court now has before it Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiffs' Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.

2. Plaintiff's Motion for Final Approval came before Department 17 of this Court, the Honorable Laura A. Seigle presiding, on February 28, 2025.

1 3. The Court finds that the Settlement was made and entered into in good faith, the terms
2 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
3 investigation conducted by Plaintiffs and their counsel of record (“Class Counsel”); is the result of
4 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
5 meets the requirements for final approval. In so finding, the Court has considered all the evidence
6 presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and
7 complexity of the claims presented; the likely duration of further litigation; the settlement amount
8 offered; the extent of investigation and discovery completed; and the experience and views of Class
9 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
10 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’ Motion for Final
11 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

12 4. The Court certifies, for settlement purposes only, the following class (the “Class
13 Members”): All persons who worked for Defendants as a non-exempt, hourly employee, or exempt
14 General Manager, in California at any time during the Class Period. The “Class Period” means the
15 period from May 24, 2019, through October 29, 2024.

16 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
17 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
18 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
19 from the Settlement do not apply to the Released PAGA Claims.

20 6. The Released PAGA Claims shall bind the following individuals (“Aggrieved
21 Employees”): all persons who worked for Defendant as a non-exempt, hourly employee, or exempt
22 General Manager in California at any time during the PAGA Period. The “PAGA Period” means the
23 period from May 24, 2022, through October 29, 2024.

24 7. The Court finds that Plaintiffs have exhausted all administrative remedies required
25 to bring the PAGA claims asserted in this Action and are authorized to act as private attorneys
26 general with respect to the Released PAGA Claims being released under the Settlement. The Court
27 further finds that pursuant to California Labor Code section 2699(l)(2), the California Labor and
28 Workforce Development Agency (“LWDA”) was given timely notice of the Settlement, has not

1 objected, and is therefore bound by this Final Approval Order.

2 8. The deadline to submit a Request for Exclusion or to submit written objections to the
3 Settlement for Class Members was January 27, 2025.

4 9. No Requests for Exclusion were received. Accordingly, all 556 Class Members
5 remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

6 10. The Court finds that a full opportunity has been afforded to Class Members to object
7 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
8 opportunity to object to the Settlement. No written objections were received, and no Class Members
9 appeared at the Final Approval Hearing to present any objections.

10 11. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
11 Court Approval (the “Class Notice”), which was attached as Exhibit 1 to the Supplemental
12 Declaration of Kane Moon in Support of Plaintiffs’ Motion for Preliminary Approval filed on
13 October 25, 2024 and provided to the Class pursuant to the plan for distribution described under the
14 Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California Rules of
15 Court, and constituted the best notice practicable under the circumstances, by providing individual
16 and adequate notice of the proceedings and of the matters set forth therein to Class Members. The
17 Class Notice fully satisfied the requirements of due process and provided the Class Members with
18 adequate instructions and a variety of means to obtain additional information.

19 12. Release of Claims. Effective on the date when Defendants fully fund the entire
20 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
21 Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims
22 against all Released Parties as follows:

23 a. Released Parties. “Released Parties” means: Defendants and each of its former
24 and present directors, officers, shareholders, owners, former and present
25 managing employees, attorneys, agents, insurers, predecessors, successors,
26 assigns.

27 b. Plaintiffs’ Release. Plaintiffs and his or her respective former and present
28 spouses, representatives, agents, attorneys, heirs, administrators, successors, and

1 assigns generally, release and discharge Released Parties from all claims,
2 transactions, or occurrences, including, but not limited to: (a) all claims that were,
3 or reasonably could have been, alleged, based on the facts contained, in the
4 Operative Complaint, including, but not limited to, claims for failure to pay
5 minimum wages, failure to pay overtime wages, failure to pay all wages owed at
6 termination/resignation, and successor liability for unpaid wages, failure to pay
7 overtime, sick pay, and meal premiums at the correct regular rate of pay, failure
8 to provide meal periods, failure to provide rest breaks, and failure to provide
9 accurate wage statements, failure to reimburse business expenses, unfair business
10 practices, and PAGA penalties and (b) all PAGA claims that were, or reasonably
11 could have been, alleged based on facts contained in the Operative Complaint,
12 Plaintiffs' PAGA Notice ("Plaintiffs' Release.") Plaintiffs' Release does not
13 extend to any claims or actions to enforce this Agreement, or to any claims for
14 vested benefits, unemployment benefits, disability benefits, social security
15 benefits, workers' compensation benefits that arose at any time, or based on
16 occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
17 discover facts or law different from, or in addition to, the facts or law that
18 Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs'
19 Release shall be and remain effective in all respects, notwithstanding such
20 different or additional facts or Plaintiffs' discovery of them.

- 21 c. Release by Participating Class Members. All Participating Class Members, on
22 behalf of themselves and their respective former and present representatives,
23 agents, attorneys, heirs, administrators, successors, and assigns, release Released
24 Parties from (i) all claims that were alleged, or reasonably could have been
25 alleged, based on the Class Period facts stated in the Operative Complaint
26 including claims for, including, but not limited to, claims for failure to pay
27 minimum wages, failure to pay overtime wages, failure to pay all wages owed at
28 termination/resignation, and successor liability for unpaid wages, failure to pay

1 overtime, sick pay, and meal premiums at the correct regular rate of pay, failure
2 to provide meal periods, failure to provide rest breaks, and failure to provide
3 accurate wage statements, failure to reimburse business expenses, and unfair
4 business practices. Excluded from this portion of the release are claims for PAGA
5 penalties that were alleged, or reasonably could have been alleged, based on the
6 PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.
7 Except as set forth in Section 5.3 of this Agreement, Participating Class Members
8 do not release any other claims, including claims for vested benefits, wrongful
9 termination, violation of the Fair Employment and Housing Act, unemployment
10 insurance, disability, social security, workers' compensation, or claims based on
11 facts occurring outside the Class Period.

12 d. Release by Class Members Who Are Aggrieved Employees. All Class Members
13 who are Aggrieved Employees are deemed to release, on behalf of themselves
14 and their respective former and present representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, the Released Parties from all claims for
16 PAGA penalties that were alleged, or reasonably could have been alleged, based
17 on the PAGA Period facts stated in the Operative Complaint, and the PAGA
18 Notice.

19 13. The Parties shall bear their own respective attorneys' fees and costs, except as
20 otherwise provided for in the Settlement and approved by the Court.

21 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
22 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to
23 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus,
24 the Court authorizes the Administrator to calculate and pay individual settlement shares in
25 accordance with the terms of the Settlement.

26 15. Defendants are ordered to fully fund the Gross Settlement Amount (\$657,950.41), and
27 also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the
28 funds to the Administrator no later than 21 days after the Effective Date.

1 16. Within 14 days after Defendants fund the Gross Settlement Amount, the
2 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
3 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
4 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
5 Payments.

6 17. A total amount of \$30,000.00 shall be allocated as the “PAGA Penalties,” payable
7 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
8 follows: 75% (**\$22,500.00**) to the LWDA (the “LWDA PAGA Payment”) and 25% (**\$7,500.00**) to
9 Aggrieved Employees (the “Individual PAGA Payments”).

10 18. The Court finds Plaintiffs have adequately represented the Class and therefore
11 confirms the appointment of Plaintiffs as the Class Representatives, for settlement purposes only. In
12 addition to any recovery that Plaintiffs are eligible to receive as Participating Class Members and
13 Aggrieved Employees, the Court approves and orders service payments to Plaintiffs in the amount
14 of **\$7,500.00 each** (the “Class Representative Service Payments”), payable from the Gross Settlement
15 Amount, for their role and service as the Class Representatives, for the risks and work attendant to
16 that role, and for their general release of claims and waiver of section 1542 rights.

17 19. The Court confirms the appointment of Kane Moon and Lilit Ter-Astvatsatryan of
18 Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in
19 wage and hour class action litigation, have no apparent conflicts of interest with Plaintiffs, other
20 Class Members, or the Administrator, and have adequately represented Class interests. The Court
21 approves and orders the payments to Class Counsel, payable from the Gross Settlement Amount, of
22 **\$216,645.00** for reasonable attorneys’ fees (“Class Counsel Fees Payment”), and of **\$23,863.48**, for
23 reimbursement of out-of-pocket costs (“Class Counsel Litigation Expenses Payment”). The Court
24 finds that these amounts are reasonable considering the benefits provided to the Class.

25 20. The Court confirms the appointment of Simpluris, Inc. as the Administrator, who has
26 fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
27 Administrator of **\$7,564.00** (“Administration Expenses Payment”), payable from the Gross
28 Settlement Amount, for settlement administration.

1 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
2 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
3 transmit those amounts to the California State Controller's Unclaimed Property Fund in the name of
4 each Participating Class Member and/or Aggrieved Employee who failed to cash their settlement
5 check prior to the void date.

6 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
7 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
8 on its website for no less than ninety (90) calendar days following entry thereof.

9 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
10 final disposition of the Action in its entirety and are intended to be immediately appealable.

11 24. The obligations set forth in the Settlement are deemed part of this Final Approval
12 Order and the concurrently filed Judgment, and the Parties and Administrator are ordered to carry
13 out the Settlement according to its terms and provisions.

14 25. Following entry of the concurrently filed Judgment, and without affecting the finality
15 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court will retain
16 jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the
17 Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing
18 such post-Judgment matters as are permitted by law.

19 26. The Settlement is finally approved but is not an admission by Defendants of the
20 validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation of
21 law. Neither the Settlement nor any related document shall be offered or received in evidence in
22 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
23 necessary to consummate or enforce the Settlement.

24 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on ~~April~~
25 ~~Nov. 3, 2025 at 8:30 a.m.~~ **6, 2026 at ~~8:30 a.m./p.m.~~ in Department 17.** Class Counsel are ordered to file a final report
26 and declaration by the Administrator regarding settlement distribution no later than five (5) court
27 days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing
28 if the Administrator's declaration reports that all the distributions under the Agreement are complete.

1 **IT IS SO ORDERED.**

2 DATE: 02/28/2025



Laura Seigle

THE HON. LAURA A. SEIGLE
Judge of the Superior Court, Los Angeles County
Laura A. Seigle / Judge