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Veronica Lujano Vergara

FILED
Superior Court of California
County of Los Angeles

10/29/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 23STCV11760

CLASS AND REPRESENTATIVE ACTION

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

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: May 24, 2023

TAC Filed: August 23, 2024

Trial Date: Not set

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HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised before and/or at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants LUV Car Wash Group, LLC and LUV Car Wash Southwest, LLC (“Defendants”) (together with Plaintiffs, the “Parties”) agree to create a common, non-reversionary gross fund of \$650,000.00 (the “Gross Settlement Amount”), and in addition to Defendants’ employer’s payroll taxes owed on the wage portions of Individual Class Payments, to cover (a) Individual Class Payments to Participating Class Members; (b) Administration Expenses Payment of up to \$7,564.00; (c) PAGA Penalties of \$30,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”), and distributed as 25% (\$7,500.00) to Aggrieved Employees and 75% (\$22,500.00) to the California Labor and Workforce Development Agency (the “LWDA”); (d) the Class Representative Service Payment of up to \$7,500.00 to each Plaintiff; (e) the Class Counsel Fees Payment of not more than thirty-three and one third percent (33 1/3%) of the Gross

1 Settlement Amount (currently estimated to be \$216,645.00); and (f) the Class Counsel Litigation
2 Expenses Payment for reimbursement of litigation expenses up to \$25,000.00.

3 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
4 reasonable to the Class Members when balanced against the probable outcome of further litigation
5 relating to class certification, liability and damages issues, and potential appeals; (2) significant
6 informal discovery, investigation, research, and litigation have been conducted such that counsel
7 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
8 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
9 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
10 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,
11 the Court preliminarily finds that the Settlement was entered into in good faith and meets the
12 requirements for preliminary approval.

13 4. A final approval hearing on the question of whether the proposed Settlement, Class
14 Counsel's attorneys' fees and costs, Settlement Administration Costs, the PAGA Payment, and
15 the Class Representative Service Award should be finally approved as fair, reasonable, and
16 adequate as to the members of the Class is hereby set in accordance with the Implementation
17 Schedule set forth below.

18 5. The Court provisionally certifies, for settlement purposes only, the following class
19 ("Class Members"): All persons who worked for Defendants as a non-exempt, hourly employee,
20 or exempt General Manager, in California at any time during the Class Period. The "Class Period"
21 means the period from May 24, 2019, through the date of preliminary approval. Excluded from
22 the Class will be any Class Member who opts out of the Settlement by sending the Administrator
23 a valid and timely Request for Exclusion.

24 6. Further, the Court provisionally certifies, for settlement purposes only, the
25 following "Aggrieved Employees": all persons who worked for Defendant as a non-exempt, hourly
26 employee, or exempt General Manager in California at any time during the PAGA Period. The "PAGA
27 Period" means the period from May 24, 2022, through the date of preliminary approval.

28 7. Release of Claims. Effective on the date when Defendants fully fund the entire Gross

1 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
2 Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as
3 follows:

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

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

27 c. Release by Participating Class Members. All Participating Class Members, on behalf of
28 themselves and their respective former and present representatives, agents, attorneys, heirs,

administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including claims for, including, but not limited to, claims for failure to pay minimum wages, failure to pay overtime wages, failure to pay all wages owed at termination/resignation, and successor liability for unpaid wages, failure to pay overtime, sick pay, and meal premiums at the correct regular rate of pay, failure to provide meal periods, failure to provide rest breaks, and failure to provide accurate wage statements, failure to reimburse business expenses, and unfair business practices. Excluded from this portion of the release are claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, 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.

d. Release by Class Members Who Are Aggrieved Employees. All Class Members who are Aggrieved Employees are deemed to 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 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

8. The Court, for purposes of this Preliminary Approval Order, hereby refers to and adopts all terms and definitions as set forth in the Settlement.

9. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Settlement Class

1 Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the
2 Settlement Class Members; and (5) a class action is superior to other available methods for the
3 fair and efficient adjudication of the controversy.

4 10. The Court appoints, for settlement purposes only, Plaintiffs as the “Class
5 Representatives.” The Court approves, on a preliminary basis, payment of a Class Representative
6 Service Payment to Plaintiffs of up to \$7,500.00 each from the Gross Settlement Amount, in
7 addition to the amount they are eligible to receive as a Class Member, for their contributions and
8 participation in the litigation, for the risks and duties attendant to their role as the Class
9 Representative, and for their general release of claims against the Released Parties. To the extent
10 the final amount awarded is less, the remainder will be retained in the Net Settlement Amount for
11 distribution to Participating Class Members.

12 11. The Court appoints, for settlement purposes only, Plaintiffs’ Counsel Moon Law
13 Group, PC as “Class Counsel.” The Court approves, on a preliminary basis, Class Counsel’s ability
14 to request attorneys’ fees of up to thirty-three and one third percent (33 1/3%) of the Gross
15 Settlement Amount (currently estimated to be \$216,645.00), as well as reimbursement for actual
16 costs not to exceed \$25,000.00, payable from the Gross Settlement Amount. To the extent actual
17 costs are less and/or the final amounts awarded for fees and/or costs are less, the remainder will
18 be retained in the Net Settlement Amount for distribution to Participating Class Members.

19 12. The Court appoints Simpluris as the “Settlement Administrator” with payment,
20 payable from the Gross Settlement Amount, for administration costs not to exceed \$7,564.00,
21 except upon a showing of good cause and as approved by the Court. To the extent administration
22 costs are less, the remainder will be retained in the Net Settlement Amount for distribution to
23 Participating Class Members.

24 13. The Settlement Administrator shall perform services and duties as provided for in
25 the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, to
26 Class Members. Class Members shall not be required to submit a claim form to receive individual
27 settlement payments.

28 14. The Court approves the Class Notice in substantially similar form and content as

1 is attached to the Settlement as **Exhibit 1**. The Court finds, on a preliminary basis, that the plan
2 for distribution of the Class Notice satisfies due process, provides the best notice practicable under
3 the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

4 15. The obligations set forth in the Settlement are deemed part of this Preliminary
5 Approval Order, and the Parties and Settlement Administrator are ordered to carry out the
6 Settlement according to its terms and provisions.

7 16. The Court orders the following Implementation Schedule:

8 Defendant to provide the Administrator 9 with the Class Data	Within 15 calendar days after entry of this Preliminary Approval Order
10 Administrator to mail the Class Notice	11 Within 14 calendar days after receiving the Class Data from Defendant
12 Response Deadline for Class Members	13 Within 60 calendar days after the Administrator mails the Class Notice 14 (extended by 14 calendar days for any re-mailed Class Notices)
15 Last Day to File a Motion For Final 16 Settlement Approval	At least 16 court days before the Final Approval Hearing: Feb. 04, 2025
17 Final Approval Hearing	18 Feb. 28, 2025 at 9 a.m.

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20 17. The Court reserves the right to continue the date of the Final Approval Hearing without
21 further notice to Class Members.

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

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1 **IT IS SO ORDERED.**

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3 DATED: 10/29/2024



Laura Seigle

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