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UNITED AUTO AND TRUCK, INC.
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 EDGAR ESTRADA, an individual, on
behalf of himself and others similarly
12 situated,

13 PLAINTIFF,

14 v.

15 UNITED AUTO AND TRUCK, INC.;
and DOES 1 thru 50, inclusive,

16 DEFENDANTS.
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CASE NO.: 23STCV18569
[Unlimited Jurisdiction]

**DECLARATION OF SUSIE BEBWAY IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

*Assigned for all purposes to the
Honorable Samantha Jessner, Dept. 7*

Complaint Filed: August 4, 2023
Trial Date: [None]

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1. I am an individual and am the Vice President of Operations at United Truck Centers, the Defendant in the above-entitled action. I make this declaration in support of approval of the proposed class and PAGA settlement in the above titled action. I have personal knowledge of the facts stated in this declaration, except as to matters stated on information and belief, and as to those matters I believe them to be true. If called as a witness, I could and would competently testify to the matters stated below.

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6. Defendant has evaluated its financial condition and projected cash flow. Based on that evaluation, payment of the proposed settlement amount, together with employer payroll taxes on the wage portion of settlement payments and defense costs incurred to date, is a significant financial commitment for Defendant. Defendant can fund this amount only by carefully managing cash flow, budgeting for the payment, and preserving sufficient resources to meet payroll, rent, vendor obligations, and other operating expenses.

7. Based on the financial information I have reviewed, Defendant does not have the ability to pay a materially higher settlement amount without creating potential shutdown of Defendant's business due to severe financial constraints.

8. Defendants' financial condition and ability to pay were important factors in the settlement negotiations. Defendant informed its counsel of the practical limits on its ability to fund a settlement. Defendant's counsel took those limits into account during negotiations. The settlement amount reflects not only Defendant's denial of liability and assessment of litigation risks, but also Defendant's limited unrestricted funds and limited profitability.

9. Based on Defendant's financial condition, Defendant believes the proposed settlement represents the highest amount it can reasonably pay while maintaining its ability to continue operations, satisfy ordinary-course obligations, and preserve necessary cash flow. A materially higher settlement or judgment could require Defendant to reduce operating expenditures, delay payment, impair operations, seek additional financing on uncertain terms, and create tremendous financial strain.

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

Executed on May 21, 2026, at Reseda, California.



Susie Bebway

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of Los Angeles with the law offices of Fisher & Phillips LLP and its business address is 444 South Flower Street, Suite 1500, Los Angeles, California 90071.

**KINGSLEY SZAMET EMPLOYMENT
LAWYERS** *Attorneys for Plaintiff and the proposed class*

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☒ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above **VIA CASE ANYWHERE.**

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

Executed May 22, 2026, at Woodland Hills, California.

By: /s/ *Yessica Juarez*

Signature