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Attorneys for Plaintiff GENEVIEVE ANDA, and all others similarly situated

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

GENEVIEVE ANDA, an individual; ANDRE
IBARRA, an individual; on behalf of
themselves and all others similarly situated and
the general public,

Plaintiffs,

v.

CASH REGISTER SERVICES, INC., a Texas
corporation; TRUNO, an unknown business
entity; and DOES 1 to 100, inclusive,

Defendants.

Case No. 24STCV01721

[Assigned for All Purposes to:
The Hon. Elaine Lu, Dept. 9]

**DECLARATION OF GENEVIEVE ANDA
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 2, 2026
Time: 10:00 a.m.
Dept: 9

I, GENEVIEVE ANDA, declare as follows:

1. I am over the age of eighteen and am the Class Representative Plaintiff in the matter *Genevieve Anda et al. v. Cash Register Solutions, Inc. et al.* The foregoing is based upon my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3. I was previously employed by Defendant between September 2020 and August 2023 and worked in California as a service technician. During my time working for Defendant, I was subjected to the same wage and hour policies and practices that are at issue in this case, including the Defendant's practice of failing to pay employees all wages owed, failing to provide meal periods, failing to authorize and permit rest periods, failing to provide accurate wage statements, failing to reimburse business expenses and related issues.

4. Since the beginning of this case, I have been closely involved in assisting my attorneys with prosecuting this action and have done so diligently and aggressively since I filed the Complaint in January 2024. Prior to getting involved in this case, I spoke with my attorneys for many hours to understand the nature of the case and shared with my attorneys the wage and hour violations that I experienced at Defendant. Before becoming involved in the case, I also spent several hours acquainting myself with my duties and obligations as a class action representative, and my role in prosecuting this case against Defendant.

5. After I became involved in this case, I assisted my attorneys in reviewing and understanding the documents exchanged in discovery. I reviewed many of Defendant's payroll records and policy documents with my attorneys and answered my attorneys' questions relating to those documents.

6. As the parties were negotiating settlement of this case, I stayed in communication with my attorneys throughout this time period and worked with my attorneys in answering any questions they had to help them to achieve the best results possible to resolve this matter through settlement. I made sure to always make myself available to answer any questions they had and respond to case issues that came up throughout the settlement negotiation process.

1 7. On July 9, 2025, the parties attended Mediation in this case, and I was on-call for
2 the mediation, and spoke with my attorneys throughout the day to ensure that a fair settlement
3 was reached. Since the parties reached agreement on settlement, I have communicated with my
4 attorneys regarding the settlement terms, and spent many hours reviewing the lengthy settlement
5 agreement, and ensuring that the settlement agreement is fair to all class members.

6 8. As detailed above, I actively participated in all stages of litigation and have been
7 continuously apprised of all aspects of this case.

8 9. I have been diligent, and I believe I acted above and beyond that which was
9 expected of me as a Class Representative throughout all stages of the litigation, up to and
10 including the settlement of this Class Action. I understand and agree to my fiduciary obligations
11 and responsibilities as a class representative, and I have agreed to act in the best interests of the
12 class in pursuing the claims alleged in this case. I also have no claims that are antagonistic to the
13 class, as my interests are aligned with all other class members to obtain the best possible
14 resolution for the class.

15 10. I believe that the Class Action Settlement and PAGA representative settlement in
16 the gross amount of \$725,000 obtained on behalf of the class is very good in view of the
17 complex and varied issues involved with the case. I took into consideration the strengths and
18 weaknesses of the various claims for all employees and along with my attorneys and agreed to
19 the settlement. I was prepared to sit for trial, if necessary. I strongly support the settlement in
20 this matter. When I was contemplating settlement, I always kept the best interests of the class
21 and the aggrieved employees in mind over my own and I was not willing to settle the matter until
22 I felt it was in the best interests of all class members and aggrieved employees.

23 11. In addition to performing work on this matter, I assumed a substantial risk in
24 serving as a class representative if the Defendant prevailed in this case. My willingness to
25 assume the financial risk was and is significant. Although I was confident in the merits of this
26 lawsuit, I do not have any significant savings to speak of, and bringing this lawsuit was a serious
27 commitment on my behalf and exposed myself to considerable risk. My attorneys have advised
28 me that California law provides that the losing party must pay the prevailing party's costs. As

such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my capacity as Class Representative and pursue all claims against Defendant.

12. As one of the named plaintiffs in this case, moreover, any future employer can Google my name and find out that I have sued one of my former employers. I believe this has and will continue to impair my future employment.

13. I also chose to file this lawsuit so that other affected employees could benefit as well, and gave up a potentially more lucrative individual lawsuit. Prior to my termination, I complained about the very wage and hour violations at issue in this lawsuit. Shortly thereafter, I was terminated, which I believe was in retaliation for my prior complaints.

14. Given the above, I believe a \$10,000 enhancement fee and general release payment is appropriate, fair and reasonable in this case.

15. I have been informed of and previously agreed to, in writing, of the attorneys' fee sharing arrangement between Bartz Law Group APC (BLG), United Employees Law Group PC (UELG), and Wilshire Law Firm, PLC (WLF), whereby BLG/UELG are entitled to receive one-half of the attorneys' fees received in this case, and WLF is entitled to receive one-half of the attorneys' fees received.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 29, 2026, in the City of Westminster, State of California.

Signed by:

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 Genevieve Anda