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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ROBERT PEREZ, and TROY GEAR,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

GO CAR WASH MANAGEMENT CORP., a
Delaware corporation; GO CAR WASH
CALIFORNIA LLC, a Delaware limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No. CIVSB2333340

[PROPOSED] JUDGMENT

Date: August 26, 2026

Time: 9:00 a.m.

Judge: Hon. Carlos Cabrera

Dept.: S24

1 Plaintiffs' motion for an order finally approving the Stipulation of Class Action and PAGA
2 Settlement and Release ("Agreement") and Motion for Class Counsel Award and Enhancement
3 Award duly came on for hearing on August 26, 2026, before the above-entitled Court. The parties
4 having settled this action and the Court having entered an Order Granting Motion for Final Approval
5 of Class Action and PAGA Settlement and good cause appearing therefore,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The
8 Settlement Class is defined as all current and former hourly-paid or non-exempt employees of
9 Defendants who worked for Defendants within the State of California at any time between
10 December 29, 2019 through March 1, 2025.

11 2. All persons who meet the foregoing definition are Settlement Class Members, except
12 for those individuals who filed a valid request for exclusion ("opt out") from the Class. There were
13 zero (0) requests for exclusion.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiffs and each
24 Settlement Class Member who has not validly opted out have released the "Released Parties" from
25 the "Settled Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Settled Claims" are defined all causes of action and claims, charges,
28 complaints, liens, demands, that were alleged in the Action, or reasonably could have been alleged

1 based on the allegations, the facts, statutory citation and/or legal theories contained in the operative
2 complaint, including all of the following claims for relief: (a) failure to pay minimum wages, regular
3 wages and/or overtime pay (including any theory of failure to pay any and all wages for all time
4 worked, including but not limited to sick pay); (b) failure to provide or pay premium payments for
5 meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to reimburse
6 business expenses; (e) failure to provide complete and accurate wage statements; (f) failure to pay
7 wages upon termination; (f) violations of the California Business & Professions Code §§ 17200 *et*
8 *seq.* These claims include, but are not limited to, California Labor Code sections 201, 202, 203, 226,
9 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 and all related provisions of the
10 California Code of Regulations, the California Industrial Wage Orders, and the California Business
11 & Professions Code sections 17200 *et seq.* The release of the foregoing claims, extends to all
12 theories of relief regardless of whether the claim is, was or could have been alleged as separate
13 claims, causes of action, lawsuits or based on other theories of relief, or different right or duty of an
14 alleged statute, whether under federal law, state law or common law (including, without limitation,
15 as violations of the California Labor Code, the Wage Orders, applicable regulations, and
16 California’s Business and Professions Code section 17200 as it relates to alleged violations of the
17 California Labor Code). “Settled Claims” includes all types of relief available for the above-
18 referenced claims, including, without limitation, any claims for damages, restitution, losses,
19 penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory
20 relief, or liquidated damages. “Settled Claims” expressly excludes all claims for wrongful
21 termination, unemployment insurance, disability, social security, and workers’ compensation or
22 claims based on facts occurring outside the Class Period.

23 (b) The “Released Parties” are defined as Defendants and their respective present
24 and former parents, owners, subsidiaries, and any affiliated or related persons or entities, and each
25 of their respective officers, directors, employees, partners, shareholders, attorneys and agents and
26 any other successors, assigns, or legal representatives and any individuals or entities working in
27 concert with the foregoing.

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1 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiffs, the
2 Labor and Workforce Development Agency (“LWDA”), the State of California, and each “PAGA
3 Member” have released the Released Parties from the “Settled PAGA Claims” for the “PAGA
4 Period” as set forth in the Agreement.

5 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

6 (a) The “PAGA Member(s)” are defined as all current or former hourly-paid or
7 non-exempt employees of Defendants who worked for Defendants within the State of California at
8 any time during December 29, 2022 through March 1, 2025 (“PAGA Period”).

9 (b) The “Settled PAGA Claims” are defined as all claims for PAGA Penalties
10 alleged in the Action, which Plaintiffs or the State of California or any PAGA Members have had,
11 now have against the Released Parties or any of them for any or all claims alleged in the Complaint
12 for civil PAGA penalties based on the allegations, facts, statutory citation and/or legal theories
13 contained in the operative complaint, under California’s Private Attorney General Act or PAGA
14 (California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et*
15 *seq.*), including but not limited to the following claims listed in the Action: Violations of California
16 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
17 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802,
18 and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to
19 California Labor Code Section 2699.5 which occurred during the PAGA Period. “Settled PAGA
20 Claims” includes all types of relief available for the above-referenced claims under the PAGA which
21 occurred during the PAGA Period.

22 9. This Court hereby grants final approval and awards the following: (i) One Hundred
23 Fifty-Three Thousand Nine Hundred Thirty-Nine Dollars and Eighty-Nine Cents (\$153,939.89) as
24 the Class Counsel Award comprised of attorneys’ fees in the amount of one-third of the Gross
25 Settlement Amount, or One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars
26 and Thirty-Three Cents (\$133,333.33) and litigation expenses in the amount of Twenty Thousand
27 Six Hundred Six Dollars and Fifty-Six Cents (\$20,606.56); (ii) the Enhancement Award to Class
28 Representatives, Robert Perez and Troy Gear, in the amount of Ten Thousand Dollars and Zero

1 Cents (\$10,000.00) each in exchange for a general release; (iii) Settlement Administration Fees and
2 Costs of Seven Thousand Eight Hundred Fifty Dollars and Zero Cents (\$7,850.00) to ILYM Group,
3 Inc.; (iv) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (75% of the PAGA Payment) to
4 the Labor and Workforce Development Agency (“LWDA Payment”); and Five Thousand Dollars
5 and Zero Cents (\$5,000.00) (25% of the PAGA Payment) allocated to the PAGA Members
6 (“Aggrieved Employee Payment”).

7 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
8 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
9 California Labor Code section 2699(1)(3).

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11 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
12 **ORDERED.**

13 DATED: _____, 2026
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16 _____
17 Hon. Carlos Cabrera
18 JUDGE OF THE SUPERIOR COURT
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