

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Horn (State Bar #327243)
Jaclyn Joyce (State Bar #285124)
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFFS

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~~ ORDER GRANTING FINAL
APPROVAL

Date: August 26, 2026
Time: 9:00 a.m.

Judge: Hon. Carlos Cabrera
Dept.: S24

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 26 2026

BY: 
Nuvia Rivera, Deputy

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. JCL Law
4 Firm, APC and Zakay Law Group, APLC appeared on behalf of Plaintiffs Robert Perez and Troy
5 Gear ("Plaintiffs"). Littler Mendelson P.C. appeared on behalf of Defendants Go Car Wash
6 Management Corp. and Go Car Wash California LLC (hereinafter "Defendants").

7 I.

8 FINDINGS

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Bernardino ("Court"), Case No.
15 CIVSB2333340, entitled *Robert Perez, et al. v. Go Car Wash Management Corp., et al.* and over
16 all Parties to this litigation, including the Class.

17 Preliminary Approval of the Settlement

18 3. On February 23, 2026, the Court granted preliminary approval of a class-wide
19 settlement. At this same time the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class.

22 Notice to the Class

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on April 1, 2026.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the Class Members. The Court finds that the Notice Packet provided fully
28 satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was June 1, 2026. There
2 was an adequate interval between notice and deadline to permit Class Members to choose what to
3 do and act on their decision. No Class Members objected, and no Class Members requested
4 exclusion.

5 **Fairness of the Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$400,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.).

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to allow
13 the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. Zero (0) objections were received, and zero (0) requests for exclusion
18 were received.

19 e. The participation rate is unanimous. 100% of Class Members will be
20 participating in the Settlement and will be sent Settlement Payments.

21 7. The consideration to be given to the Settlement Class Members under the
22 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses
23 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
24 release of the Settled Claims and Settled PAGA Claims, given the uncertainties and risks of the
25 litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Settlement Class Members.

28 ///

1 **PAGA Payment**

2 9. The Agreement provides for a PAGA Payment in the amount of \$20,000.00.
3 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
4 the allocation of \$15,000.00 to the Labor and Workforce Development Agency ("LWDA") and
5 \$5,000.00 to Aggrieved Employees is fair and reasonable and complies with the requirements set
6 forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Class Counsel Award**

8 10. The Agreement provides for a payment of Class Counsel Attorneys' Fees and
9 reimbursement of Litigation Costs ("Class Counsel Award") in the amount of up to One Hundred
10 Sixty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents
11 (\$163,333.33). Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal
12 to one-third (1/3) of the Gross Settlement Amount, or One Hundred Thirty-Three Thousand Three
13 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) and reimbursement of
14 litigation expenses in the amount of Twenty Thousand Six Hundred Six Dollars and Fifty-Six Cents
15 (\$20,606.56).

16 11. A Class Counsel Award in the amount of One Hundred Fifty-Three Thousand
17 Nine Hundred Thirty-Nine Dollars and Eighty-Nine Cents (\$153,939.89) comprised of attorneys'
18 fees in the amount of One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars
19 and Thirty-Three Cents (\$133,333.33) and reimbursement of litigation expenses in the amount of
20 Twenty Thousand Six Hundred Six Dollars and Fifty-Six Cents (\$20,606.56) is reasonable in light
21 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,
23 which is reasonable, and is supported by Class Counsel's lodestar.

24 **Enhancement Award**

25 12. The Agreement provides for an enhancement payment ("Enhancement
26 Payment(s)" or "Enhancement Award") of up to Ten Thousand Dollars and Zero Cents (\$10,000.00)
27 for each Plaintiff, Robert Perez and Troy Gear, subject to the Court's approval. The Court finds that
28

1 the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff is reasonable in
2 light of the risks and burdens undertaken by the Plaintiffs in this class action litigation.

3 **Settlement Administration Fees and Costs**

4 13. The Agreement provides for Settlement Administration Fees and Costs to be
5 paid in an amount not to exceed \$7,850.00. The Declaration of the Settlement Administrator
6 provides that the actual Settlement Administration Fees and Costs were \$7,850.00. The amount of
7 this payment is reasonable in light of the work performed by the Settlement Administrator.

8 **II.**

9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 1. The Class is certified for the purposes of settlement only. The Settlement
12 Class is hereby defined to include:

13 All current and former hourly-paid or non-exempt employees of Defendants who
14 worked for Defendants within the State of California at any time between December
15 29, 2019 through March 1, 2025 ("Class Period").

16 2. There are 362 members of the Class. Every person in the Class who did not
17 opt out is a Settlement Class Member. After providing Notice to the Class, there were zero opt-outs
18 to the Settlement.

19 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
20 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
21 this Order and the terms of the Agreement.

22 4. Defendants shall fund the Gross Settlement Amount within thirty (30) days
23 of the Effective Date. In exchange, the Settlement Class Members shall release the "Released
24 Parties" from the "Settled Claims," and the PAGA Members shall release the "Released Parties"
25 from the "Settled PAGA Claims."

26 a. The "Released Parties" means Defendants and their respective present
27 and former parents, owners, subsidiaries, and any affiliated or related persons or entities, and each
28 of their respective officers, directors, employees, partners, shareholders, attorneys and agents and

1 any other successors, assigns, or legal representatives and any individuals or entities working in
2 concert with the foregoing.

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

27 c. The "PAGA Members" or "Aggrieved Employees" are defined as all
28 current or former hourly-paid or non-exempt employees of Defendants who worked for Defendants

1 within the State of California at any time during December 29, 2022 through March 1, 2025 ("PAGA
2 Period").

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

16 5. Class Counsel are awarded a payment for Class Counsel Award in the amount
17 of One Hundred Fifty-Three Thousand Nine Hundred Thirty-Nine Dollars and Eighty-Nine Cents
18 (\$153,939.89) comprised of attorneys' fees in the amount of One Hundred Thirty-Three Thousand
19 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) and reimbursement of
20 litigation expenses in the amount of Twenty Thousand Six Hundred Six Dollars and Fifty-Six Cents
21 (\$20,606.56). Class Counsel shall not seek or obtain any other compensation or reimbursement from
22 Defendants, Plaintiffs, or members of the Settlement Class.

23 6. The Enhancement Payment to the Plaintiffs in the amount of \$10,000.00 each
24 is approved.

25 7. The Settlement Administration Fees and Costs of \$7,850.00 to the Settlement
26 Administrator is approved.

27 8. The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable,
28 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court

1 finds that Plaintiffs and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
2 fraud or collusion.

3 9. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member.

5 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
6 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
7 ("PAGA").

8 11. The Court further finds and determines that Class Counsel satisfied California
9 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
10 under the Private Attorney General Act ("PAGA") on November 12, 2025, and again on July 30,
11 2026.

12 12. The Court orders Class Counsel to comply with California Labor Code §
13 2699(l)(3) by providing the LWDA with a copy of this order within ten (10) calendar days of the
14 Court's entry of this Order.

15 13. The Agreement is not an admission by Defendants, nor is this Final Approval
16 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
17 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
18 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
19 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
20 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
21 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
22 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
23 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
24 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
25 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
26 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
27 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
28

1 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
2 or issue preclusion or similar defense as to the claims being released by the Settlement.

3 14. Notice of entry of this Final Approval Order and Judgment shall be given to
4 Class Counsel on behalf of Plaintiffs and all Settlement Class Members. It shall not be necessary
5 to send notice of entry of this Final Approval Order and Judgment to individual Settlement Class
6 Members and the Final Approval Order and Judgment shall be posted on Settlement Administrator's
7 website as indicated in the Notice Packet.

8 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
9 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
10 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
11 connection with the distribution of settlement benefits.

12 16. If the Settlement does not become final and effective in accordance with the
13 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
14 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
15 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
16 be vacated.

17 **IT IS SO ORDERED.**

18 DATED: Aug. 26, 2026



21 Hon. Carlos Cabrera
22 JUDGE OF THE SUPERIOR COURT

23 CARLOS M. CABRERA, Judge