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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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,

vs.

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
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: February 11, 2026

Time: 8:30 a.m.

Judge: Hon. Jeffrey R. Erickson

Dept.: S14

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Honorable Jeffrey R. Erickson of the Superior Court of the
3 State of California, in and for the County of San Bernardino, with the attorneys from the JCL Law Firm,
4 APC, and Zakay Law Group, APLC, as counsel for Plaintiffs ROBERT PEREZ and TROY GEAR
5 (“Plaintiffs”), and counsel from Littler Mendelson P.C appearing for Defendants Go Car Wash
6 Management Corp. and Go Car Wash California LLC (“Defendants”). The Court, having carefully
7 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class and PAGA Action
9 Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Class Action and PAGA Settlement
12 and Release (“Agreement”), a true and correct copy of which is attached to the Declaration of Sydney
13 Castillo-Johnson, Esq., as **Exhibit “1.”** This is based on the Court’s determination that the Agreement
14 is within the range of possible final approval, pursuant to the provisions of Section 382 of the California
15 Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendants shall
19 pay is Four Hundred Thousand Dollars and Zero Cents (\$400,000.00). It appears to the Court on a
20 preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
21 potential Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has
2 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
3 that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. The Agreement specifies for a payment of Attorneys' Fees awarded to Class Counsel in
7 the amount of up to one-third of the Gross Settlement Amount, currently estimated to be One Hundred
8 Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) **and**
9 reimbursement of actually-incurred Attorneys' Costs not to exceed Thirty Thousand Dollars and Zero
10 Cents (\$30,000.00), and proposed Service Award to the Class Representatives, Plaintiffs Robert Perez
11 and Troy Gear, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each.
12 While these awards appear to be within the range of reasonableness, the Court will not approve the
13 Attorneys' Fees, Attorneys' Costs, or the Service Award until the Final Approval Hearing.

14 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification of
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
16 proceeding should this Settlement not become final. For settlement purposes only, the Court
17 conditionally certifies the following Class:

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

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class
23 Members are ascertainable and so numerous that joinder of all members of the Class Members is
24 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
25 community of interest amongst the Class Members with respect to the subject matter of the litigation;
26 (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class
27 Representative will fairly and adequately protect the interests of the Class Members; (e) a class action
28 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class

Counsel are qualified to act as counsel for the Class Representatives in their individual capacity and as the representatives of the Class Members.

8. The Court provisionally appoints Plaintiffs Robert Perez and Troy Gear as the representatives of the Class Members.

9. The Court provisionally appoints Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

10. The Court hereby approves, as to form and content, the proposed Notice Packet attached to the Agreement as **Exhibit “A.”** The Court finds that the Notice Packet appears to fully, and accurately inform the Class Members of all material elements of the proposed Settlement, including Class Members’ right to be excluded from the Class by submitting a written request for exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds that the distribution of the Notice Packet substantially, in the manner and form set forth in the Agreement and this Order, meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Notice Packet by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. Within thirty (30) days after filing of this Preliminary Approval Order Defendants will produce the Class Data to the Settlement Administrator, which includes each Class Member’s full name; his/her Social Security number, last-known address, and Class Workweeks Worked and PAGA Workweeks Worked (“Class Data”). No later than seven (7) days after receipt of the Class Data, the Settlement Administrator shall mail the Notice Packet to all identified, potential Class Members via first class U.S. Mail using the most current mailing address information available.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement of the Released Claims. Any Class Member may individually choose to opt out of and be excluded from the Settlement of the Released Claims as provided in the Notice Packet by following the instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is sixty (60) days after the date the Notice Packet is mailed to the Class Members. Any such person who

chooses to opt out of and be excluded from the Settlement of the Released Claims will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. However, Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

13. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have sixty (60) days from the date the Settlement Administrator mails the Notice Packets to postmark their written objections to the Settlement Administrator.

14. A Motion for Final Approval Hearing shall be held on _____ at _____ a.m./p.m., in the Department S14 of the San Bernardino County Superior Court, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Attorneys' Fees, Attorneys' Costs, Service Award, PAGA Payment, Settlement Administration Costs, and Individual Settlement Payments to Settlement Class Members. A Motion for Attorneys' Fees, Attorneys' Costs, and Service Award shall also be held before this Court on _____ at _____ a.m./p.m., in Department S14 of the San Bernardino County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve the Attorneys' Fees, Attorneys' Costs and Service Award, and the Settlement Administration Costs. All papers in support of the Motion for Final Approval and the Motion for Attorneys' Fees, Attorneys' Costs and Service Award shall be filed with the Court and

1 served on all counsel no later than sixteen (16) court days before the hearing.

2 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
3 be construed as a concession or admission by Defendants in any way, and shall not be used as evidence
4 of, or used against Defendants as, an admission or indication in any way, including with respect to any
5 claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any
6 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
7 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
8 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
9 received as or deemed to be evidence for any purpose adverse to the Defendants, including, but not
10 limited to, evidence of a presumption, concession, indication or admission by Defendants of any
11 liability, fault, wrongdoing, omission, concession or damage.

12 16. In the event the Settlement does not become effective in accordance with the terms of the
13 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
14 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
15 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
16 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used,
17 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
18 Agreement with respect to the effect of the Agreement if it is not approved.

19 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
20 and all dates provided for in the Agreement without further notice to Class Members and retains
21 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

22 IT IS SO ORDERED.

23
24 Dated: _____

JUDGE OF THE SUPERIOR COURT