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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

**DECLARATION OF TROY GEAR IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: August 26, 2026

Time: 9:00 a.m.

Judge: Hon. Carlos Cabrera

Dept.: S24

1 I, Troy Gear, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiffs' Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Plaintiffs' Motion for Class
5 Counsel Award and Enhancement Award. I have personal knowledge of all the facts stated herein. I
6 could and would competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in July 2024 and filed the lawsuit in December 2024. I filed the
8 case on behalf of myself and a class of all persons who are or previously were employed by Defendants
9 Go Car Wash Management Corp. and Go Car Wash California LLC ("Defendants") in California and
10 classified as hourly-paid or non-exempt employees at any time during the period between December
11 29, 2019 through March 1 2025.

12 3. I worked for Defendants as a non-exempt employee, paid on an hourly basis in San
13 Bernardino County between April 2024 through October 2024. At all times during my employment, I
14 was paid on an hourly basis in addition to earning non-discretionary bonuses and was entitled to legally
15 compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked.
16 Throughout Plaintiff's employment, Plaintiff was subject to Defendants' written policies and
17 procedures contained in, among other documents, the "Teammate Handbook.

18 4. I filed the case because I believed Defendants violated my rights as an employee and also
19 violated the rights of other employees who worked for Defendants. Among other claims, I believe
20 Defendants failed to furnish accurate itemized wage statements, failed to provide compliant meal and
21 rest periods, failed to pay for all time worked, and failed to pay all wages upon separation.

22 5. Before I initiated the case as a Plaintiff and Class Representative, I spoke at length with
23 my attorneys. We discussed my work experience and how company policies were applied to me and
24 other employees. I provided the attorneys with documents they requested. We reviewed the documents
25 together and asked and answered many questions regarding my experience working for Defendant, the
26 litigation process, and about class actions generally.

27 6. During these conversations, I learned about my responsibilities as a plaintiff in the
28 lawsuit and as a proposed Class Representative. I understood that pursuing this action as a class action

1 rather than merely seeking my individual claims substantially increased the risk to me. Those risks
2 included the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class
3 action if I lost the case. I also understood that as a Class Representative, I would be under increased
4 scrutiny by the attorneys and the Court because I needed to prove that I was an adequate class
5 representative. Further, I understood that I would lose some autonomy over my individual claims that
6 I could not make decisions for my sole benefit and that I needed to make every litigation decision with
7 the best interests of the Settlement Class in mind.

8 7. I also understood that pursuing this litigation created a very public record of my
9 grievances with Defendants, which produced the risk that a future employer could hold it against me
10 that I sued a former employer.

11 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
12 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand
13 to receive from this settlement. My attorneys explained to me that the net settlement value of my
14 individual claims may be greater than my ultimate recovery from the net class settlement amount.

15 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
16 I believed violations occurred and most employees would not know what their rights are and even if
17 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

18 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed
19 status updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the
20 phone, because I wanted to keep up with developments in the case which I understood was one of my
21 duties as a class representative.

22 11. **Review and Approval of Settlement:** A mediation was held on January 29, 2025. Even
23 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
24 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
25 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
26 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
27 reviewed and signed the Memorandum of Understanding on February 10, 2025, and when the
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1 settlement papers were ready, I again spoke with my attorneys and reviewed the settlement agreement
2 which I signed on October 2, 2025.

3 12. **Participation:** Since I retained Class Counsel approximately twenty-four (24) months
4 ago, I have been actively involved with this class action lawsuit performing the duties described above.
5 While I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
6 reviewed important court filings, and spent considerable time on the issues presented during the
7 litigation and in the settlement process. I estimate that I spent approximately 20-25 hours working on
8 this case.

9 13. Also, my attorneys explained to me that the settlement process involved a two-step
10 review by the Court to determine whether the settlement was fair before ordering that the settlement be
11 funded and paid. I knew this process also involved notifying all class members of the settlement terms
12 and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to
13 the settlement.

14 14. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
15 now stand to receive substantial monetary payments as a result of this case and settlement. I also
16 believe that the requested Enhancement Award in the amount of \$10,000.00 from the settlement is fair
17 compensation for the (1) the work I performed, (2) the sacrifices made not pursuing this case
18 individually, and (3) the risks I undertook.

19 15. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
20 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendants'
21 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
22 for \$10,000 as an Enhancement Award is fair and reasonable.

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16. Further, I support my attorneys' application for a Class Counsel Award in the amount of \$163,333.33, comprised of \$133,333.33 for attorneys' fees (one-third of the Gross Settlement Amount) and *up to* \$30,000.00 for reimbursement of actually incurred litigation expenses. I understand that the attorneys' fees portion of the Class Counsel Award shall be divided 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC, and I expressly consent to this division of fees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 07/28/2026 (date), at Perris (city), California.

By: Troy Cech (Jul 28, 2026 10:23:55 PDT)

TROY GEAR