

**NOTICE OF CLASS ACTION SETTLEMENT**

**THIS IS AN IMPORTANT COURT-APPROVED NOTICE.  
READ CAREFULLY.**

*Socorro Mata Cruz v. RTSF Petro Ventures, Inc.,  
doing business as Superstation Car Wash, et al.*

Contra Costa Superior Court  
Case No. C22-00538

**If you worked for RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, as an hourly car washer and/or car detailer in California at any time from March 23, 2018 to September 11, 2023, a settlement of a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu, Contra Costa County Superior Court Case Number C22-00538 (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>PARTICIPATE IN THE SETTLEMENT – NO ACTION REQUIRED</b>	<b>Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit.</b> By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Super Station for wage-and-hour violations that relate to the claims brought in this Lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	<b>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit.</b> To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages.</b> If you ask to be excluded from the Settlement, you keep your right to sue Super Station separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement by timely completing and submitting the Opt-Out Form. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- Regardless of the option you choose, you will not be retaliated against for exercising your rights. To object to the Settlement or to ask to be excluded, you must act before December 22, 2023.
- **Any questions?** Read on or contact the Settlement Administrator listed below at (775) 378-5458.

## BASIC INFORMATION

### 1. Why did I get this notice?

You have received this notice because Super Station's records show that you worked for Super Station as a non-exempt Car Washer and/or Car Detailer at some point between March 23, 2018 and September 11, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Super Station that Ms. Mata Cruz's claims have merit or that Super Station has any liability to Plaintiff or the Class on those claims.

### 2. What is this lawsuit about?

On March 23, 2022, Plaintiff Socorro Mata Cruz ("Plaintiff") filed a Class Action and Representative Action Complaint against Super Station in the Lawsuit on behalf of herself and the Class. Plaintiff's Complaint alleged causes of action for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage statements, (6) violation of the California Business and Professions Code, and (7) violation of the California Private Attorneys General Act. You can read Plaintiff's allegations as stated in the Complaint, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

On July 12, 2022, Defendants Super Station filed and served an Answer to Plaintiff's Complaint, denying all material allegations of the Complaint and asserting affirmative defenses. These include denying that the Plaintiff and Class Members are entitled to any of the penalties, damages, interest, injunctions, or any other relief alleged in the Complaint, and further denying that the Action can be certified as a class action. You can read Defendants' Answer, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

In order to resolve the dispute between them and to avoid the risks, burdens, and expense of continued litigation, the parties have entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court.

### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a "Private Attorney General" ("PAGA") claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to September 11, 2023 and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### 4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

### 5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.

3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
  - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
  - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
  - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
  - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
  - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  
4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is WEEKS WORKED.

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ AMOUNT DUE, less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before December 22, 2023. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the Mata Cruz v. RTSF Petro Ventures, Inc., et al. action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to

give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

## THE LAWYERS REPRESENTING YOU

### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
THE CO LAW FIRM  
201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
Santa Rosa, CA 95403  
t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

### 15. How will Ms. Mata Cruz be paid?

As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

## THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

### 16. Who is handling the Settlement Administration process?

Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521 t: 775.378.5458 [karin@classactionsclaimsadmin.net](mailto:karin@classactionsclaimsadmin.net)

### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

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The Final Fairness and Approval Hearing has been set for January 26, 2024, at 9:00 am in Department 12 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be permitted to appear remotely by phone or video.

**18. When will I get money after the hearing?**

The Court will hold a hearing on January 26 at 9:00 am, to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt-out, your individual payment set forth in Section 8 above is expected to be distributed after Super Station makes payment to the Settlement Administrator. If there are no objections or appeals, Super Station will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

**19. Are more details available?**

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:  
Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521  
t: 775.378.5458  
[karin@classactionclaimsadmin.net](mailto:karin@classactionclaimsadmin.net)

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANTS' MANAGERS,  
SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

**BY ORDER OF THE SUPERIOR COURT**

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- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
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<b>PARTICIPATE IN THE SETTLEMENT – NO ACTION REQUIRED</b>	<b>Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit.</b> By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Super Station for wage-and-hour violations that relate to the claims brought in this Lawsuit.
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### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 38 . Ayala, Omar

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$820 , less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before December 22, 2023. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the Mata Cruz v. RTSF Petro Ventures, Inc., et al. action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to

give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

## THE LAWYERS REPRESENTING YOU

### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
THE CO LAW FIRM  
201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
Santa Rosa, CA 95403  
t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

### 15. How will Ms. Mata Cruz be paid?

As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

## THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

### 16. Who is handling the Settlement Administration process?

Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521 t: 775.378.5458 [karin@classactionsclaimsadmin.net](mailto:karin@classactionsclaimsadmin.net)

### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

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The Final Fairness and Approval Hearing has been set for January 26, 2024, at 9:00 am in Department 12 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be permitted to appear remotely by phone or video.

**18. When will I get money after the hearing?**

The Court will hold a hearing on January 26 at 9:00 am, to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt-out, your individual payment set forth in Section 8 above is expected to be distributed after Super Station makes payment to the Settlement Administrator. If there are no objections or appeals, Super Station will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

**19. Are more details available?**

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:  
Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521  
t: 775.378.5458  
[karin@classactionclaimsadmin.net](mailto:karin@classactionclaimsadmin.net)

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANTS' MANAGERS,  
SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

**BY ORDER OF THE SUPERIOR COURT**

**NOTICE OF CLASS ACTION SETTLEMENT**

**THIS IS AN IMPORTANT COURT-APPROVED NOTICE.**  
**READ CAREFULLY.**

*Socorro Mata Cruz v. RTSF Petro Ventures, Inc.,  
doing business as Superstation Car Wash, et al.*

Contra Costa Superior Court  
Case No. C22-00538

**If you worked for RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, as an hourly car washer and/or car detailer in California at any time from March 23, 2018 to September 11, 2023, a settlement of a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu, Contra Costa County Superior Court Case Number C22-00538 (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>PARTICIPATE IN THE SETTLEMENT – NO ACTION REQUIRED</b>	<b>Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit.</b> By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Super Station for wage-and-hour violations that relate to the claims brought in this Lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	<b>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit.</b> To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages.</b> If you ask to be excluded from the Settlement, you keep your right to sue Super Station separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement by timely completing and submitting the Opt-Out Form. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- Regardless of the option you choose, you will not be retaliated against for exercising your rights. To object to the Settlement or to ask to be excluded, you must act before December 22, 2023.
- **Any questions?** Read on or contact the Settlement Administrator listed below at (775) 378-5458.

## BASIC INFORMATION

### 1. Why did I get this notice?

You have received this notice because Super Station's records show that you worked for Super Station as a non-exempt Car Washer and/or Car Detailer at some point between March 23, 2018 and September 11, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Super Station that Ms. Mata Cruz's claims have merit or that Super Station has any liability to Plaintiff or the Class on those claims.

### 2. What is this lawsuit about?

On March 23, 2022, Plaintiff Socorro Mata Cruz ("Plaintiff") filed a Class Action and Representative Action Complaint against Super Station in the Lawsuit on behalf of herself and the Class. Plaintiff's Complaint alleged causes of action for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage statements, (6) violation of the California Business and Professions Code, and (7) violation of the California Private Attorneys General Act. You can read Plaintiff's allegations as stated in the Complaint, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

On July 12, 2022, Defendants Super Station filed and served an Answer to Plaintiff's Complaint, denying all material allegations of the Complaint and asserting affirmative defenses. These include denying that the Plaintiff and Class Members are entitled to any of the penalties, damages, interest, injunctions, or any other relief alleged in the Complaint, and further denying that the Action can be certified as a class action. You can read Defendants' Answer, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

In order to resolve the dispute between them and to avoid the risks, burdens, and expense of continued litigation, the parties have entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court.

### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a "Private Attorney General" ("PAGA") claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to September 11, 2023 and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### 4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

### 5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.

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3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
    - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
    - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
    - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
    - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
    - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  
  4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 83 . Cortez, Jose R

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$1,791 , less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

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If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

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give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

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### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
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201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
Santa Rosa, CA 95403  
t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

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Karin Peternel  
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### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

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GETTING MORE INFORMATION

**19. Are more details available?**

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:  
Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521  
t: 775.378.5458  
[karin@classactionclaimsadmin.net](mailto:karin@classactionclaimsadmin.net)

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANTS' MANAGERS,  
SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

**BY ORDER OF THE SUPERIOR COURT**

**NOTICE OF CLASS ACTION SETTLEMENT**

**THIS IS AN IMPORTANT COURT-APPROVED NOTICE.  
READ CAREFULLY.**

*Socorro Mata Cruz v. RTSF Petro Ventures, Inc.,  
doing business as Superstation Car Wash, et al.*

Contra Costa Superior Court  
Case No. C22-00538

**If you worked for RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, as an hourly car washer and/or car detailer in California at any time from March 23, 2018 to September 11, 2023, a settlement of a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu, Contra Costa County Superior Court Case Number C22-00538 (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>PARTICIPATE IN THE SETTLEMENT – NO ACTION REQUIRED</b>	<b>Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit.</b> By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Super Station for wage-and-hour violations that relate to the claims brought in this Lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	<b>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit.</b> To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages.</b> If you ask to be excluded from the Settlement, you keep your right to sue Super Station separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement by timely completing and submitting the Opt-Out Form. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- Regardless of the option you choose, you will not be retaliated against for exercising your rights. To object to the Settlement or to ask to be excluded, you must act before December 22, 2023.
- **Any questions?** Read on or contact the Settlement Administrator listed below at (775) 378-5458.

## BASIC INFORMATION

### 1. Why did I get this notice?

You have received this notice because Super Station's records show that you worked for Super Station as a non-exempt Car Washer and/or Car Detailer at some point between March 23, 2018 and September 11, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Super Station that Ms. Mata Cruz's claims have merit or that Super Station has any liability to Plaintiff or the Class on those claims.

### 2. What is this lawsuit about?

On March 23, 2022, Plaintiff Socorro Mata Cruz ("Plaintiff") filed a Class Action and Representative Action Complaint against Super Station in the Lawsuit on behalf of herself and the Class. Plaintiff's Complaint alleged causes of action for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage statements, (6) violation of the California Business and Professions Code, and (7) violation of the California Private Attorneys General Act. You can read Plaintiff's allegations as stated in the Complaint, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

On July 12, 2022, Defendants Super Station filed and served an Answer to Plaintiff's Complaint, denying all material allegations of the Complaint and asserting affirmative defenses. These include denying that the Plaintiff and Class Members are entitled to any of the penalties, damages, interest, injunctions, or any other relief alleged in the Complaint, and further denying that the Action can be certified as a class action. You can read Defendants' Answer, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

In order to resolve the dispute between them and to avoid the risks, burdens, and expense of continued litigation, the parties have entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court.

### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a "Private Attorney General" ("PAGA") claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to September 11, 2023 and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### 4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

### 5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.

- 
3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
    - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
    - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
    - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
    - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
    - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 22 . Cuevas, Jose

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$475 , less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before December 22, 2023. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the Mata Cruz v. RTSF Petro Ventures, Inc., et al. action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to

give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

## THE LAWYERS REPRESENTING YOU

### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
THE CO LAW FIRM  
201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
Santa Rosa, CA 95403  
t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

### 15. How will Ms. Mata Cruz be paid?

As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

## THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

### 16. Who is handling the Settlement Administration process?

Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521 t: 775.378.5458 [karin@classactionsclaimsadmin.net](mailto:karin@classactionsclaimsadmin.net)

### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

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The Final Fairness and Approval Hearing has been set for January 26, 2024, at 9:00 am in Department 12 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be permitted to appear remotely by phone or video.

**18. When will I get money after the hearing?**

The Court will hold a hearing on January 26 at 9:00 am, to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt-out, your individual payment set forth in Section 8 above is expected to be distributed after Super Station makes payment to the Settlement Administrator. If there are no objections or appeals, Super Station will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

**19. Are more details available?**

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

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Settlement Administrator:  
Karin Peternel  
Class Action Claims Administration, Inc.  
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- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
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<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
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    - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
    - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  
  4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 19 . Garcia, Andrea

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$410 , less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before December 22, 2023. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the Mata Cruz v. RTSF Petro Ventures, Inc., et al. action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to

give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

## THE LAWYERS REPRESENTING YOU

### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
THE CO LAW FIRM  
201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
Santa Rosa, CA 95403  
t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

### 15. How will Ms. Mata Cruz be paid?

As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

## THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

### 16. Who is handling the Settlement Administration process?

Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521 t: 775.378.5458 [karin@classactionsclaimsadmin.net](mailto:karin@classactionsclaimsadmin.net)

### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

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The Final Fairness and Approval Hearing has been set for January 26, 2024, at 9:00 am in Department 12 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be permitted to appear remotely by phone or video.

**18. When will I get money after the hearing?**

The Court will hold a hearing on January 26 at 9:00 am, to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt-out, your individual payment set forth in Section 8 above is expected to be distributed after Super Station makes payment to the Settlement Administrator. If there are no objections or appeals, Super Station will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

**19. Are more details available?**

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:  
Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521  
t: 775.378.5458  
[karin@classactionclaimsadmin.net](mailto:karin@classactionclaimsadmin.net)

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANTS' MANAGERS,  
SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

**BY ORDER OF THE SUPERIOR COURT**

**NOTICE OF CLASS ACTION SETTLEMENT**

**THIS IS AN IMPORTANT COURT-APPROVED NOTICE.**  
**READ CAREFULLY.**

*Socorro Mata Cruz v. RTSF Petro Ventures, Inc.,  
doing business as Superstation Car Wash, et al.*

Contra Costa Superior Court  
Case No. C22-00538

**If you worked for RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, as an hourly car washer and/or car detailer in California at any time from March 23, 2018 to September 11, 2023, a settlement of a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu, Contra Costa County Superior Court Case Number C22-00538 (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>PARTICIPATE IN THE SETTLEMENT – NO ACTION REQUIRED</b>	<b>Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit.</b> By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Super Station for wage-and-hour violations that relate to the claims brought in this Lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	<b>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit.</b> To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages.</b> If you ask to be excluded from the Settlement, you keep your right to sue Super Station separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement by timely completing and submitting the Opt-Out Form. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- Regardless of the option you choose, you will not be retaliated against for exercising your rights. To object to the Settlement or to ask to be excluded, you must act before December 22, 2023.
- **Any questions?** Read on or contact the Settlement Administrator listed below at (775) 378-5458.

## BASIC INFORMATION

### 1. Why did I get this notice?

You have received this notice because Super Station's records show that you worked for Super Station as a non-exempt Car Washer and/or Car Detailer at some point between March 23, 2018 and September 11, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Super Station that Ms. Mata Cruz's claims have merit or that Super Station has any liability to Plaintiff or the Class on those claims.

### 2. What is this lawsuit about?

On March 23, 2022, Plaintiff Socorro Mata Cruz ("Plaintiff") filed a Class Action and Representative Action Complaint against Super Station in the Lawsuit on behalf of herself and the Class. Plaintiff's Complaint alleged causes of action for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage statements, (6) violation of the California Business and Professions Code, and (7) violation of the California Private Attorneys General Act. You can read Plaintiff's allegations as stated in the Complaint, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

On July 12, 2022, Defendants Super Station filed and served an Answer to Plaintiff's Complaint, denying all material allegations of the Complaint and asserting affirmative defenses. These include denying that the Plaintiff and Class Members are entitled to any of the penalties, damages, interest, injunctions, or any other relief alleged in the Complaint, and further denying that the Action can be certified as a class action. You can read Defendants' Answer, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

In order to resolve the dispute between them and to avoid the risks, burdens, and expense of continued litigation, the parties have entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court.

### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a "Private Attorney General" ("PAGA") claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to September 11, 2023 and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### 4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

### 5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.



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3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
    - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
    - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
    - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
    - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
    - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  
  4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 92 . Garcia, Jaqueline

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$1,985 , less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

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### **12. How do I ask to be excluded from the Class?**

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Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to

give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

## THE LAWYERS REPRESENTING YOU

### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
THE CO LAW FIRM  
201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
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t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
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t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

### 15. How will Ms. Mata Cruz be paid?

As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

## THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

### 16. Who is handling the Settlement Administration process?

Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521 t: 775.378.5458 [karin@classactionsclaimsadmin.net](mailto:karin@classactionsclaimsadmin.net)

### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

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The Final Fairness and Approval Hearing has been set for January 26, 2024, at 9:00 am in Department 12 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be permitted to appear remotely by phone or video.

**18. When will I get money after the hearing?**

The Court will hold a hearing on January 26 at 9:00 am, to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt-out, your individual payment set forth in Section 8 above is expected to be distributed after Super Station makes payment to the Settlement Administrator. If there are no objections or appeals, Super Station will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

**19. Are more details available?**

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:  
Karin Peternel  
Class Action Claims Administration, Inc.  
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**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANTS' MANAGERS,  
SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

**BY ORDER OF THE SUPERIOR COURT**

**NOTICE OF CLASS ACTION SETTLEMENT**

**THIS IS AN IMPORTANT COURT-APPROVED NOTICE.**  
**READ CAREFULLY.**

*Socorro Mata Cruz v. RTSF Petro Ventures, Inc.,  
doing business as Superstation Car Wash, et al.*

Contra Costa Superior Court  
Case No. C22-00538

**If you worked for RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, as an hourly car washer and/or car detailer in California at any time from March 23, 2018 to September 11, 2023, a settlement of a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu, Contra Costa County Superior Court Case Number C22-00538 (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>PARTICIPATE IN THE SETTLEMENT – NO ACTION REQUIRED</b>	<b>Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit.</b> By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Super Station for wage-and-hour violations that relate to the claims brought in this Lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	<b>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit.</b> To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages.</b> If you ask to be excluded from the Settlement, you keep your right to sue Super Station separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement by timely completing and submitting the Opt-Out Form. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- Regardless of the option you choose, you will not be retaliated against for exercising your rights. To object to the Settlement or to ask to be excluded, you must act before December 22, 2023.
- **Any questions?** Read on or contact the Settlement Administrator listed below at (775) 378-5458.

## BASIC INFORMATION

### 1. Why did I get this notice?

You have received this notice because Super Station's records show that you worked for Super Station as a non-exempt Car Washer and/or Car Detailer at some point between March 23, 2018 and September 11, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Super Station that Ms. Mata Cruz's claims have merit or that Super Station has any liability to Plaintiff or the Class on those claims.

### 2. What is this lawsuit about?

On March 23, 2022, Plaintiff Socorro Mata Cruz ("Plaintiff") filed a Class Action and Representative Action Complaint against Super Station in the Lawsuit on behalf of herself and the Class. Plaintiff's Complaint alleged causes of action for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage statements, (6) violation of the California Business and Professions Code, and (7) violation of the California Private Attorneys General Act. You can read Plaintiff's allegations as stated in the Complaint, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

On July 12, 2022, Defendants Super Station filed and served an Answer to Plaintiff's Complaint, denying all material allegations of the Complaint and asserting affirmative defenses. These include denying that the Plaintiff and Class Members are entitled to any of the penalties, damages, interest, injunctions, or any other relief alleged in the Complaint, and further denying that the Action can be certified as a class action. You can read Defendants' Answer, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

In order to resolve the dispute between them and to avoid the risks, burdens, and expense of continued litigation, the parties have entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court.

### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a "Private Attorney General" ("PAGA") claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to September 11, 2023 and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### 4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

### 5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.

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3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
    - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
    - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
    - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
    - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
    - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  
  4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 30 . Garcia, Roberto

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$647 , less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before December 22, 2023. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the Mata Cruz v. RTSF Petro Ventures, Inc., et al. action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to



give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

## THE LAWYERS REPRESENTING YOU

### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
THE CO LAW FIRM  
201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
Santa Rosa, CA 95403  
t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

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As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

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**19. Are more details available?**

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SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

**BY ORDER OF THE SUPERIOR COURT**

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Contra Costa Superior Court  
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- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu, Contra Costa County Superior Court Case Number C22-00538 (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
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<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
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### 2. What is this lawsuit about?

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### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a "Private Attorney General" ("PAGA") claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to September 11, 2023 and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### 4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

### 5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.

- 
3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
    - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
    - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
    - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
    - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
    - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  
  4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 87 . GONZALEZ, JAVIER

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$1,877 , less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before December 22, 2023. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the Mata Cruz v. RTSF Petro Ventures, Inc., et al. action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to

give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

## THE LAWYERS REPRESENTING YOU

### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
THE CO LAW FIRM  
201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
Santa Rosa, CA 95403  
t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

### 15. How will Ms. Mata Cruz be paid?

As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

## THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

### 16. Who is handling the Settlement Administration process?

Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521 t: 775.378.5458 [karin@classactionsclaimsadmin.net](mailto:karin@classactionsclaimsadmin.net)

### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

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The Final Fairness and Approval Hearing has been set for January 26, 2024, at 9:00 am in Department 12 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be permitted to appear remotely by phone or video.

**18. When will I get money after the hearing?**

The Court will hold a hearing on January 26 at 9:00 am, to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt-out, your individual payment set forth in Section 8 above is expected to be distributed after Super Station makes payment to the Settlement Administrator. If there are no objections or appeals, Super Station will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

**19. Are more details available?**

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:  
Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521  
t: 775.378.5458  
[karin@classactionclaimsadmin.net](mailto:karin@classactionclaimsadmin.net)

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANTS' MANAGERS,  
SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

**BY ORDER OF THE SUPERIOR COURT**



**NOTICE OF CLASS ACTION SETTLEMENT**

**THIS IS AN IMPORTANT COURT-APPROVED NOTICE.**  
**READ CAREFULLY.**

*Socorro Mata Cruz v. RTSF Petro Ventures, Inc.,  
doing business as Superstation Car Wash, et al.*

Contra Costa Superior Court  
Case No. C22-00538

**If you worked for RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, as an hourly car washer and/or car detailer in California at any time from March 23, 2018 to September 11, 2023, a settlement of a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu, Contra Costa County Superior Court Case Number C22-00538 (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>PARTICIPATE IN THE SETTLEMENT – NO ACTION REQUIRED</b>	<b>Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit.</b> By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Super Station for wage-and-hour violations that relate to the claims brought in this Lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	<b>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit.</b> To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages.</b> If you ask to be excluded from the Settlement, you keep your right to sue Super Station separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement by timely completing and submitting the Opt-Out Form. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- Regardless of the option you choose, you will not be retaliated against for exercising your rights. To object to the Settlement or to ask to be excluded, you must act before December 22, 2023.
- **Any questions?** Read on or contact the Settlement Administrator listed below at (775) 378-5458.

## BASIC INFORMATION

### 1. Why did I get this notice?

You have received this notice because Super Station's records show that you worked for Super Station as a non-exempt Car Washer and/or Car Detailer at some point between March 23, 2018 and September 11, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Super Station that Ms. Mata Cruz's claims have merit or that Super Station has any liability to Plaintiff or the Class on those claims.

### 2. What is this lawsuit about?

On March 23, 2022, Plaintiff Socorro Mata Cruz ("Plaintiff") filed a Class Action and Representative Action Complaint against Super Station in the Lawsuit on behalf of herself and the Class. Plaintiff's Complaint alleged causes of action for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage statements, (6) violation of the California Business and Professions Code, and (7) violation of the California Private Attorneys General Act. You can read Plaintiff's allegations as stated in the Complaint, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

On July 12, 2022, Defendants Super Station filed and served an Answer to Plaintiff's Complaint, denying all material allegations of the Complaint and asserting affirmative defenses. These include denying that the Plaintiff and Class Members are entitled to any of the penalties, damages, interest, injunctions, or any other relief alleged in the Complaint, and further denying that the Action can be certified as a class action. You can read Defendants' Answer, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

In order to resolve the dispute between them and to avoid the risks, burdens, and expense of continued litigation, the parties have entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court.

### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a "Private Attorney General" ("PAGA") claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to September 11, 2023 and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### 4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

### 5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.

- 
3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
    - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
    - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
    - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
    - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
    - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  
  4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 85 . Idelfonso, Juan C

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$1,834 , less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before December 22, 2023. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the Mata Cruz v. RTSF Petro Ventures, Inc., et al. action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to

give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

#### THE LAWYERS REPRESENTING YOU

### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
THE CO LAW FIRM  
201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
Santa Rosa, CA 95403  
t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

### 15. How will Ms. Mata Cruz be paid?

As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

#### THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

### 16. Who is handling the Settlement Administration process?

Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521 t: 775.378.5458 [karin@classactionsclaimsadmin.net](mailto:karin@classactionsclaimsadmin.net)

### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

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The Final Fairness and Approval Hearing has been set for January 26, 2024, at 9:00 am in Department 12 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be permitted to appear remotely by phone or video.

**18. When will I get money after the hearing?**

The Court will hold a hearing on January 26 at 9:00 am, to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt-out, your individual payment set forth in Section 8 above is expected to be distributed after Super Station makes payment to the Settlement Administrator. If there are no objections or appeals, Super Station will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

**19. Are more details available?**

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:  
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**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANTS' MANAGERS,  
SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

**BY ORDER OF THE SUPERIOR COURT**

**NOTICE OF CLASS ACTION SETTLEMENT**

**THIS IS AN IMPORTANT COURT-APPROVED NOTICE.**  
**READ CAREFULLY.**

*Socorro Mata Cruz v. RTSF Petro Ventures, Inc.,  
doing business as Superstation Car Wash, et al.*

Contra Costa Superior Court  
Case No. C22-00538

**If you worked for RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, as an hourly car washer and/or car detailer in California at any time from March 23, 2018 to September 11, 2023, a settlement of a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu, Contra Costa County Superior Court Case Number C22-00538 (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>PARTICIPATE IN THE SETTLEMENT – NO ACTION REQUIRED</b>	<b>Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit.</b> By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Super Station for wage-and-hour violations that relate to the claims brought in this Lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	<b>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit.</b> To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages.</b> If you ask to be excluded from the Settlement, you keep your right to sue Super Station separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement by timely completing and submitting the Opt-Out Form. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- Regardless of the option you choose, you will not be retaliated against for exercising your rights. To object to the Settlement or to ask to be excluded, you must act before December 22, 2023.
- **Any questions?** Read on or contact the Settlement Administrator listed below at (775) 378-5458.

## BASIC INFORMATION

### 1. Why did I get this notice?

You have received this notice because Super Station's records show that you worked for Super Station as a non-exempt Car Washer and/or Car Detailer at some point between March 23, 2018 and September 11, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Super Station that Ms. Mata Cruz's claims have merit or that Super Station has any liability to Plaintiff or the Class on those claims.

### 2. What is this lawsuit about?

On March 23, 2022, Plaintiff Socorro Mata Cruz ("Plaintiff") filed a Class Action and Representative Action Complaint against Super Station in the Lawsuit on behalf of herself and the Class. Plaintiff's Complaint alleged causes of action for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage statements, (6) violation of the California Business and Professions Code, and (7) violation of the California Private Attorneys General Act. You can read Plaintiff's allegations as stated in the Complaint, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

On July 12, 2022, Defendants Super Station filed and served an Answer to Plaintiff's Complaint, denying all material allegations of the Complaint and asserting affirmative defenses. These include denying that the Plaintiff and Class Members are entitled to any of the penalties, damages, interest, injunctions, or any other relief alleged in the Complaint, and further denying that the Action can be certified as a class action. You can read Defendants' Answer, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

In order to resolve the dispute between them and to avoid the risks, burdens, and expense of continued litigation, the parties have entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court.

### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a "Private Attorney General" ("PAGA") claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to September 11, 2023 and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### 4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

### 5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.



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3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
    - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
    - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
    - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
    - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
    - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  
  4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

## WHO IS IN THE CLASS?

### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 41. Lopez, Maria A

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$884, less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before December 22, 2023. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the Mata Cruz v. RTSF Petro Ventures, Inc., et al. action; and (3) be signed by you.

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[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
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<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
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<b>OBJECT TO THE SETTLEMENT</b>	<b>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit.</b> To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages.</b> If you ask to be excluded from the Settlement, you keep your right to sue Super Station separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement by timely completing and submitting the Opt-Out Form. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- Regardless of the option you choose, you will not be retaliated against for exercising your rights. To object to the Settlement or to ask to be excluded, you must act before December 22, 2023.
- **Any questions?** Read on or contact the Settlement Administrator listed below at (775) 378-5458.

## BASIC INFORMATION

### 1. Why did I get this notice?

You have received this notice because Super Station's records show that you worked for Super Station as a non-exempt Car Washer and/or Car Detailer at some point between March 23, 2018 and September 11, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Super Station that Ms. Mata Cruz's claims have merit or that Super Station has any liability to Plaintiff or the Class on those claims.

### 2. What is this lawsuit about?

On March 23, 2022, Plaintiff Socorro Mata Cruz ("Plaintiff") filed a Class Action and Representative Action Complaint against Super Station in the Lawsuit on behalf of herself and the Class. Plaintiff's Complaint alleged causes of action for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage statements, (6) violation of the California Business and Professions Code, and (7) violation of the California Private Attorneys General Act. You can read Plaintiff's allegations as stated in the Complaint, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

On July 12, 2022, Defendants Super Station filed and served an Answer to Plaintiff's Complaint, denying all material allegations of the Complaint and asserting affirmative defenses. These include denying that the Plaintiff and Class Members are entitled to any of the penalties, damages, interest, injunctions, or any other relief alleged in the Complaint, and further denying that the Action can be certified as a class action. You can read Defendants' Answer, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

In order to resolve the dispute between them and to avoid the risks, burdens, and expense of continued litigation, the parties have entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court.

### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a "Private Attorney General" ("PAGA") claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to September 11, 2023 and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### 4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

### 5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.

- 
3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
    - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
    - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
    - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
    - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
    - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  
  4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 42 . Recinos, Jose A

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$906 , less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before December 22, 2023. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the Mata Cruz v. RTSF Petro Ventures, Inc., et al. action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to



give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

## THE LAWYERS REPRESENTING YOU

### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
THE CO LAW FIRM  
201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
Santa Rosa, CA 95403  
t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

### 15. How will Ms. Mata Cruz be paid?

As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

## THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

### 16. Who is handling the Settlement Administration process?

Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521 t: 775.378.5458 [karin@classactionsclaimsadmin.net](mailto:karin@classactionsclaimsadmin.net)

### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

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The Final Fairness and Approval Hearing has been set for January 26, 2024, at 9:00 am in Department 12 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be permitted to appear remotely by phone or video.

**18. When will I get money after the hearing?**

The Court will hold a hearing on January 26 at 9:00 am, to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt-out, your individual payment set forth in Section 8 above is expected to be distributed after Super Station makes payment to the Settlement Administrator. If there are no objections or appeals, Super Station will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

**19. Are more details available?**

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:  
Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521  
t: 775.378.5458  
[karin@classactionclaimsadmin.net](mailto:karin@classactionclaimsadmin.net)

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANTS' MANAGERS,  
SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

**BY ORDER OF THE SUPERIOR COURT**

**NOTICE OF CLASS ACTION SETTLEMENT**

**THIS IS AN IMPORTANT COURT-APPROVED NOTICE.**  
**READ CAREFULLY.**

*Socorro Mata Cruz v. RTSF Petro Ventures, Inc.,  
doing business as Superstation Car Wash, et al.*

Contra Costa Superior Court  
Case No. C22-00538

**If you worked for RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, as an hourly car washer and/or car detailer in California at any time from March 23, 2018 to September 11, 2023, a settlement of a class action lawsuit may affect your rights.**

*This is a court-authorized notice. It is not a solicitation from a lawyer.*

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu, Contra Costa County Superior Court Case Number C22-00538 (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu (“Super Station” or “Defendants”), which will affect all current and former nonexempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through September 11, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>PARTICIPATE IN THE SETTLEMENT – NO ACTION REQUIRED</b>	<b>Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit.</b> By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Super Station for wage-and-hour violations that relate to the claims brought in this Lawsuit.
<b>OBJECT TO THE SETTLEMENT</b>	<b>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit.</b> To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages.</b> If you ask to be excluded from the Settlement, you keep your right to sue Super Station separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement by timely completing and submitting the Opt-Out Form. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- Regardless of the option you choose, you will not be retaliated against for exercising your rights. To object to the Settlement or to ask to be excluded, you must act before December 22, 2023.
- **Any questions?** Read on or contact the Settlement Administrator listed below at (775) 378-5458.

## BASIC INFORMATION

### 1. Why did I get this notice?

You have received this notice because Super Station's records show that you worked for Super Station as a non-exempt Car Washer and/or Car Detailer at some point between March 23, 2018 and September 11, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Super Station that Ms. Mata Cruz's claims have merit or that Super Station has any liability to Plaintiff or the Class on those claims.

### 2. What is this lawsuit about?

On March 23, 2022, Plaintiff Socorro Mata Cruz ("Plaintiff") filed a Class Action and Representative Action Complaint against Super Station in the Lawsuit on behalf of herself and the Class. Plaintiff's Complaint alleged causes of action for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage statements, (6) violation of the California Business and Professions Code, and (7) violation of the California Private Attorneys General Act. You can read Plaintiff's allegations as stated in the Complaint, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

On July 12, 2022, Defendants Super Station filed and served an Answer to Plaintiff's Complaint, denying all material allegations of the Complaint and asserting affirmative defenses. These include denying that the Plaintiff and Class Members are entitled to any of the penalties, damages, interest, injunctions, or any other relief alleged in the Complaint, and further denying that the Action can be certified as a class action. You can read Defendants' Answer, which is available at [classactionclaimsadmin.net](http://classactionclaimsadmin.net)

In order to resolve the dispute between them and to avoid the risks, burdens, and expense of continued litigation, the parties have entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court.

### 3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a "Private Attorney General" ("PAGA") claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to September 11, 2023 and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

### 4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

### 5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.

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3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
    - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
    - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
    - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
    - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
    - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
  
  4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

**PAGA Settlement Payments.** A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and September 11, 2023 (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

**Settlement Payments Generally.** Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member’s uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

### WHO IS IN THE CLASS?

#### 6. Am I part of this Class?

The “Class” includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through September 11, 2023 (the “Class Period”).

#### 7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the “Settlement Administrator”) at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

#### 8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is 6. Rico, Eleazar

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ \$129, less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

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You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than December 22, 2023. You should also send any documents or other information that supports your belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

### **9. What rights am I releasing if I participate in the Settlement?**

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 et seq. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through September 11, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

### **10. How do I object to the settlement?**

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (i.e., must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before December 22, 2023. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

### **11. Why would I ask to be excluded?**

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

### **12. How do I ask to be excluded from the Class?**

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before December 22, 2023. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the Mata Cruz v. RTSF Petro Ventures, Inc., et al. action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to

give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

## THE LAWYERS REPRESENTING YOU

### 13. Who are the attorneys representing the Parties?

#### Lawyers for the Class

Patrick R. Co  
THE CO LAW FIRM  
201 Spear Street, Suite 1100  
San Francisco, CA 94105  
t: 415.426.3553 f: 415.477.4032  
[pco@colawfirmsf.com](mailto:pco@colawfirmsf.com)

G. Martin Velez  
LAW OFFICE OF G. MARTIN VELEZ  
3558 Round Barn Boulevard, Suite 200  
Santa Rosa, CA 95403  
t: 415.342.4125 f: 415.532.2492  
[martinvelez@comcast.net](mailto:martinvelez@comcast.net)

#### Lawyers for Super Station

Jonathan McNeil Wong  
Melanie Youngseo Kim  
DONAHUE FITZGERALD  
1999 Harrison Street, 26th Floor  
Oakland, CA 94612-3520  
t: 510.451.3300 f: 510.451.1527  
[jmwong@donahue.com](mailto:jmwong@donahue.com)  
[mkim@donahue.com](mailto:mkim@donahue.com)

### 14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

### 15. How will Ms. Mata Cruz be paid?

As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

## THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

### 16. Who is handling the Settlement Administration process?

Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521 t: 775.378.5458 [karin@classactionsclaimsadmin.net](mailto:karin@classactionsclaimsadmin.net)

### 17. When is the Final Fairness and Approval Hearing and do I have to attend?

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The Final Fairness and Approval Hearing has been set for January 26, 2024, at 9:00 am in Department 12 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be permitted to appear remotely by phone or video.

**18. When will I get money after the hearing?**

The Court will hold a hearing on January 26 at 9:00 am, to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt-out, your individual payment set forth in Section 8 above is expected to be distributed after Super Station makes payment to the Settlement Administrator. If there are no objections or appeals, Super Station will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

**19. Are more details available?**

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:  
Karin Peternel  
Class Action Claims Administration, Inc.  
59 Damonte Ranch Parkway, Suite B224  
Reno, NV 89521  
t: 775.378.5458  
[karin@classactionclaimsadmin.net](mailto:karin@classactionclaimsadmin.net)

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANTS' MANAGERS,  
SUPERVISORS, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

**BY ORDER OF THE SUPERIOR COURT**