

Settlement Website:
www.autoshinesettlement.com

<p>MIGUEL BENITO VELAZQUEZ; MONICA MENDEZ; and PAULA MENDEZ, on behalf of themselves and others similarly situated,</p> <p>Plaintiffs,</p> <p>v.</p> <p>AUTO SUPER WASH, INC; AUTO SHINE EXPRESS, LLC; AUTO SHINE PLUS, INC.; ACCU WASH, INC.; WASH RITE, INC; WZ, INC; XTREME WASH, INC; and AMIN KHALIFA,</p> <p>Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION; CAMDEN COUNTY</p> <p>DOCKET NO.: CAM-L-003758-24</p>
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NOTICE OF CLASS ACTION SETTLEMENT

*The Court authorized this Notice of Class Action Settlement.
This is not a solicitation. This is not a lawsuit against you, and you are not being sued.*

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

1. Why Should You Read This Notice?

This Notice of Class Action Settlement (“Notice”) explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt-out”) of the Settlement, or object to the Settlement (if applicable). The Superior Court of New Jersey has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on **March 20, 2026 at 9:00 a.m.** before the Honorable Michael J. Kassel in Camden County Hall of Justice, 101 South 5th St, 2nd Floor, Room 32, Camden NJ 08103-4001.

You received this Notice because records available to Defendants show you were paid by Defendants as a non-exempt employee in New Jersey at any time from August 6, 2019 and June 15, 2025 (“Settlement Class Members”).

The parties to the lawsuit agreed to a binding settlement of this action, which alleges that Settlement Class Members should have been paid for all hours worked, including minimum wage and overtime compensation when they worked more than forty (40) hours per week.

2. What is this Lawsuit About?

This lawsuit alleges that individuals who work or have worked for Defendants at one of their New Jersey locations, were not paid for all hours worked, including overtime compensation, to which they were entitled under the law. Defendants deny that they failed to pay these individuals the full amount of compensation they were owed, deny any wrongdoing, and deny any and all liability and damages to anyone with respect to the allegations made in the lawsuit. The court has not made a decision on the merits of the allegations.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, Defendants have agreed to pay Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$999,999.99) (the “Gross Settlement Amount”).

The Gross Settlement Amount includes amounts to cover (i) Forty-Five Thousand Dollars (\$45,000) to the Named Plaintiffs (in the amount of \$15,000 each) for their service to the Settlement Class and their broader release of claims in favor of Defendants, (ii) Class Administrator’s costs; and (iii) attorneys’ fees and costs for Class Counsel (see below). After deductions of these amounts, what remains of the Gross Settlement Amount (the “Net Settlement Amount”) shall be divided into monetary Settlement Awards to the Settlement Class Members calculated under the formula provided below. Under the terms of the proposed settlement, you do not need to do anything to receive a settlement award under the terms of the settlement, and, unless you choose to opt-out of the settlement as described below, a check will be sent to you if the Court grants final approval to the settlement.

4. How Much Can I Expect to Receive if the Settlement is Approved?

Your Settlement Award is calculated based on the records submitted by Defendants. Specifically, the settlement payments are calculated as follows:

The amount of \$50 is allocated to each Settlement Class Member who does not exclude themselves from the Settlement (“Eligible Settlement Class Member”), so every person receives at least \$50 in exchange for their release in the Settlement Agreement.

In addition to the \$50 payment set out above, Eligible Settlement Class Members shall receive a *pro rata* portion of the Net Settlement Amount, as follows:

- a. For each shift during which the Eligible Settlement Class Member worked, as reflected in Defendants’ records, the Eligible Settlement Class Member shall receive one and a half (1.5) settlement shares for each shift worked between August 6, 2019 and April 5, 2020, and one (1) settlement share for each shift worked between April 6, 2020 and June 16, 2025. In addition, for each Pay Period during which the Eligible Settlement Class Member worked seven (7) or more shifts, the Eligible Settlement Class Member shall receive four (4) additional settlement shares.
- b. The total number of settlement shares for all Eligible Settlement Class Members will be added together and the resulting sum will be divided by the corresponding Net Settlement Amount to calculate a per-share payment amount. Each Eligible Settlement Class Members’ *pro rata* allocation amount shall then be determined by multiplying their total number of settlement shares with the per-share payment amount.

Any residual amounts remaining (e.g., from uncashed checks attributable to the Eligible Settlement Class Members) after the initial distribution and the expiration of the time period to cash Settlement checks (180 days) will be reallocated and paid in a second check *pro rata* to Eligible Settlement Class Members who received payments (either electronically or by cashing their initial check.) Your total estimated initial settlement payment will be based on _____ shifts paid as shown in Defendants’ records. Based on the formula above, your minimum estimated Settlement Award would be \$_____. **This amount is an estimate, and your final award may be different than this amount.**

If you have questions about the number of eligible workweeks of your Settlement Award, you may contact the Settlement Administrator at the contact information below and must submit any disputes by **March 2, 2026.**

Thirty-three percent (33.33%) of your payment represents back wages, and 66.66% represents liquidated damages. The Settlement Administrator will issue you an IRS Form W-2 for 33.33% of this payment and an IRS Form 1099-MISC for the other 66.66% of this payment. Neither the Settlement Administrator nor the Parties can provide you with any

tax advice. You should contact your accountant or tax related advisors for any questions about taxes you may owe on these amounts.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award(s). If you fail to keep your address current, you may not receive your Settlement Award(s).

5. What are the Releases?

If the Court grants final approval of the Settlement, the lawsuit will be dismissed with prejudice against Defendants, and all Settlement Class Members who have not opted out of the Settlement will release Defendants and all Released Parties from any and all claims that were or could have been asserted in the operative complaint during the Relevant Time Period based on the facts alleged for unpaid wages, overtime compensation, liquidated or other damages, unpaid costs, restitution or other compensation or relief arising under New Jersey wage and hour laws or state common law claims (including unjust enrichment or quantum meruit) that accrued during the Relevant Time Period.

If the Court grants final approval of the Settlement, the lawsuit will be dismissed with prejudice against Defendants, and all Settlement Class Members who sign, cash, or deposit a Settlement Award Check will release their New Jersey wage and hour law claims that accrued during the Relevant Time Period.

The full text of the Releases is contained in the Settlement Agreement and may be obtained from Analytics Consulting LLC at AutoshineSettlement@noticeadministrator.com or (855) 775-5938.

6. What Are My Rights?

- Do Nothing:** If you do nothing and the Court grants final approval to the Settlement, you will receive a Settlement Award. If you do nothing and the Court grants final approval to the Settlement, you also will release any state law claims, if applicable, as provided for in Section 5 above.

If you wish to participate in the settlement and receive your Settlement Award via PayPal, Venmo, ACH, or Zelle instead of check, you may elect to do so by submitting an Election Form on the Settlement Website; www.autoshinesettlement.com. If you do nothing and do not elect to receive payment via PayPal, Venmo, ACH, or Zelle, a check will be mailed to you following final approval of the Settlement.

- Opt-Out:** If you are a member of the Settlement Class and do not wish to be bound by the Class Settlement, you must submit a written exclusion from the Settlement (“opt-out”), postmarked by **March 2, 2026**. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), last four digits of your social security number or tax ID number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator. **Any person who requests exclusion (opts out) of the class settlement will not be entitled to any Settlement Award for the class portion of this settlement and will not be bound by the class portion of the Settlement Agreement or have any right to object, appeal or comment thereon.**
- Object:** If you are a member of the Settlement Class and wish to object to the Settlement, you must submit a written statement objecting to the Settlement. The statement must state the factual and legal grounds for your objection to the settlement. Your objection must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. Any objection must be mailed to the Settlement Administrator at the following address:

Autoshine Settlement
c/o Analytics Consulting LLC
PO Box 2002
Chanhassen, MN 55317-2002

If you submit a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendants’ Counsel on or before **March 2, 2026**. To be heard

at the Final Approval Hearing you must also not have opted out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing the Settlement Administrator shall be the exclusive means for determining that an objection is timely mailed. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement.

7. Can Defendants Retaliate Against Me for Participating in this Lawsuit?

No. In fact, Defendants encourage you to participate in this Settlement.

8. Who Are The Attorneys Representing Plaintiffs And The Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys:

Ryan Allen Hancock

Samuel H. Datlof

Jordan R. Konell

WILLIG, WILLIAMS, & DAVIDSON

1845 Walnut Street, 24th Floor

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(215) 656-3679

Kate Brown

SOLOW HARTNETT & GALAVAN

1601 Walnut Street, Suite 1200

Philadelphia, PA 19102

kate@shglawpa.com

(215) 330-5244

9. How Will the Attorneys for the Settlement Class Be Paid?

You do not have to pay the attorneys who represent the Settlement Class Members separately. Class Counsel will be paid from the Gross Settlement Amount. The Settlement Agreement provides that Class Counsel will receive attorneys' fees in the amount of one-third (*i.e.*, \$332,966.70) of the Gross Settlement Amount, plus their out-of-pocket costs, not to exceed Fifteen Thousand Dollars (\$15,000.00). Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Who May I Contact If I Have Further Questions?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number or email address listed below or Class Counsel listed above. Please refer to the Autoshine Settlement.

Autoshine Settlement

c/o Analytics Consulting LLC

PO Box 2002

Chanhassen, MN 55317-2002

Phone: (855) 775-5938

Website: www.autoshinesettlement.com

Email: AutoshineSettlement@noticeadministrator.com

This Notice only summarizes the lawsuit, the settlement and related matters. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator and publicly accessible and on file with the Court. You may inspect the Court's files at the Office of the Clerk located at the Camden County Hall of Justice, 101 South 5th St, Camden NJ 08103-4001, from 8:30 a.m. to 4:00 p.m., Monday through Friday.

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANTS
FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.**