

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to the Class Action and PAGA Settlement Agreement (“Amendment to Settlement Agreement”) is entered into between Plaintiff Lorenzo Justice (“Plaintiff”) and Defendants Premier Fuel Distributors, Inc. and Elite Fuels Transportation, Inc. (“Defendants”) (collectively, Plaintiff and Defendants are referred to as the “Parties”).

I. BASIS FOR AMENDING THE SETTLEMENT AGREEMENT

On December 18, 2023, the Court continued the hearing on Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) to February 1, 2024 and ordered an amendment to be made to the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”). Accordingly, the Parties have agreed to modify the terms of the Settlement Agreement as set forth in Section II below.

II. AMENDMENTS TO THE SETTLEMENT AGREEMENT

The Parties agree to amend the following language from the Settlement Agreement:

A. Section 5.2 previously stated:

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, causes of actions, demands, debts, obligations, penalties, damages or liability of any nature whatsoever, known or unknown, based on or arising out of the facts, circumstances, or primary rights that were alleged, or could have been alleged, in any version of the complaints filed in this Action (any amendments thereto), including but not limited to: (1) failure to pay wages (including but not limited to overtime pay, double time, minimum wage, regular wages, vacation pay, sick pay, and wages at the regular rate of pay); (2) failure to provide meal periods or pay meal period premiums at the regular rate of pay; (3) failure to authorize or permit rest periods or pay rest period premiums at the regular rate of pay; (4) failure to timely pay all wages during employment; (5) failure to pay all wages due to discharged or resigned employees, or other benefits; (6) failure to maintain required records; (7) failure to reimburse necessary expenditures; (8) claims for interest, penalties, or premiums in connection therewith; (9) claims for failure to comply with the employee itemized wage statement provision under California Labor Code section 226; (10) penalties for violations of the California Labor Code; (11) violation of California Business and Professions Code Section 17200, et seq.; (12) all other claims under California common law, the California Labor Code, California Wage Orders, the California Business and Professions Code set forth in the Operative Complaint including alleged violation of California Labor Code sections 201-204, 206, 210, 218.6, 226, 226.3, 226.7, 226.8, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2699, 2699.3, 2699.5, 2800, 2802, California Civil Code sections 1021.5, 3287, 3288, California Business and Professions Code sections 17000 and 17200 et. seq., (13) claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq.; (14) claims under the California Investigative Consumer Reporting Agencies Act, Cal. Civ. Code §§ 1785 et seq.; and (15) claims under the Consumer Credit Reporting Agencies Act, Cal. Civ. Code §§ 1786 et seq.; the applicable Wage Orders issued by the Industrial Welfare Commission,

or any other claim for any statutory or civil penalty that have been, or could have been, asserted based on the facts, circumstances, or primary rights alleged in the Operative Complaint under California law that arise from the allegations as pled including claims for damages, reimbursement, restitution, losses, penalties, fines, liens, attorney's fees, costs, expenses, debts, interest, injunctive or declaratory relief, liquidated damages or similar relief. The Final Judgment will cover and bar each and every Participating Class Member from asserting any Released Claims in the future. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

B. Section 5.2 now states:

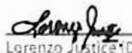
Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, causes of actions, demands, debts, obligations, penalties, damages or liability of any nature whatsoever, known or unknown, based on circumstances, or primary rights that were alleged, or reasonably could have been alleged, in any version of the complaints filed in this Action (any amendments thereto), including but not limited to: (1) failure to pay wages (including but not limited to overtime pay, double time, minimum wage, regular wages, vacation pay, sick pay, and wages at the regular rate of pay); (2) failure to provide meal periods or pay meal period premiums at the regular rate of pay; (3) failure to authorize or permit rest periods or pay rest period premiums at the regular rate of pay; (4) failure to timely pay all wages during employment; (5) failure to pay all wages due to discharged or resigned employees, or other benefits; (6) failure to maintain required records; (7) failure to reimburse necessary expenditures; (8) claims for interest, penalties, or premiums in connection therewith; (9) claims for failure to comply with the employee itemized wage statement provision under California Labor Code section 226; (10) penalties for violations of the California Labor Code; (11) violation of California Business and Professions Code Section 17200, et seq.; (12) all other claims under California common law, the California Labor Code, California Wage Orders, the California Business and Professions Code set forth in the Operative Complaint including alleged violation of California Labor Code sections 201-204, 206, 210, 218.6, 226, 226.3, 226.7, 226.8, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2699, 2699.3, 2699.5, 2800, 2802, California Civil Code sections 1021.5, 3287, 3288, California Business and Professions Code sections 17000 and 17200 et. seq., (13) claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq.; (14) claims under the California Investigative Consumer Reporting Agencies Act, Cal. Civ. Code §§ 1785 et seq.; and (15) claims under the Consumer Credit Reporting Agencies Act, Cal. Civ. Code §§ 1786 et seq.; the applicable Wage Orders issued by the Industrial Welfare Commission, or any other claim for any statutory or civil penalty that have been, or could have been, asserted based on the facts, circumstances, or primary rights alleged in the Operative Complaint under California law that arise from the allegations as pled including claims for damages, reimbursement, restitution, losses, penalties, fines, liens, attorney's fees, costs, expenses, debts, interest, injunctive or declaratory relief, liquidated damages or similar relief. The Final Judgment will cover and bar each and every Participating Class Member from asserting any Released Claims in the future. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts

occurring outside the Class Period.

The Parties hereby execute this Amendment to the Settlement Agreement.

Dated: 12/27/23

LORENZO JUSTICE

By: 
Lorenzo Justice (Dec 27, 2023 12:39 PST)
(Signature)

Dated: 12/29/2023

PREMIER FUEL DISTRIBUTORS, INC.

By: 
(Signature)

HUMBERTO RODRIGUEZ
(Printed Name)

PRESIDENT
(Title)

Dated: 12/29/2023

ELITE FUELS TRANSPORTATION, INC.

By: 
(Signature)

MARCOS GARCIA
(Printed Name)

PRESIDENT
(Title)

Approved as to form:

Dated: 12/27/23

ALAMI LAW GROUP

By: David Alami
David Alami (Dec 27, 2023 11:26 PST)
David Alami
Shaheen Etemadi
Attorneys for Plaintiff LORENZO JUSTICE

Dated: 12/29/2023

SLOVAK BARON EMPEY MURPHY & PINKNEY
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By: 
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DISTRIBUTORS, INC. and ELITE FUELS
TRANSPORTATION, INC.