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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**

12 MATTHEW PARRA, an individual, on behalf of
13 herself and others similarly situated,

14 Plaintiff,

15 vs.

16 FUELING AND SERVICE TECHNOLOGIES,
17 INC., a California corporation; and DOES 1
through 50, inclusive,

18 Defendants.
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Case No. 30-2025-01493605-CU-OE-CXC

Assigned for All Purposes To:
Hon. Melissa R. McCormick
Dept. CX105

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: July 16, 2026

Time: 2:00 p.m.

Dept: CX105

1 **[PROPOSED] ORDER**

2 Having reviewed plaintiff Matthew Parra's ("Plaintiff") Motion for Preliminary
3 Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas,
4 and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good
5 cause appearing, the Court finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Class based upon the terms set
9 forth in the Settlement Agreement between Plaintiff and Defendant Fueling and Service
10 Technologies, Inc. ("Defendant," and together with Plaintiff, the "Parties"), attached to the
11 Declaration of John G. Yslas in Support of Motion for Preliminary Approval of Class Action
12 and PAGA Settlement as **Exhibit 1** and a copy attached herein as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a Gross Settlement
17 Amount of \$385,000.00 to cover (a) settlement payments to class members who do not validly
18 opt out; (b) a \$20,000.00 allocation toward claims for civil penalties under the Private Attorneys
19 General Act ("PAGA"), with 65% of which (\$13,000.00) being paid to the State of California,
20 Labor & Workforce Development Agency ("LWDA") and 35% (\$7,000.00) being paid to
21 eligible Aggrieved Employees; (c) Class Representative Service Payment of up to \$10,000.00
22 to Plaintiff; (d) Class Counsel's Fees, up to thirty-five percent (35%) of the Gross Settlement
23 Amount (\$134,750.00), and up to \$25,000.00 in costs for actual litigation expenses incurred by
24 Class Counsel; and (e) Settlement Administration Costs of up to \$6,790.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
28 and reasonable to the class members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

9 4. A final approval hearing on the question of whether the proposed Settlement,
10 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
11 Workforce Development Agency for its share of the settlement of claims for penalties under the
12 Private Attorneys General Act, and a Class Representative Service Payment should be finally
13 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
14 accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all current and former non-exempt employees who worked for
17 Defendant in California at any time during the Class Period who have not signed a severance
18 agreement with Defendant, and who do not timely opt out of the settlement of the Class Claims."

19 6. "Class Period" means the period from June 26, 2021 through February 18, 2026.

20 7. "Aggrieved Employees" means all current and former non-exempt employees
21 who worked for Defendant in California at any time during the PAGA Period, regardless of
22 whether they opt out of the settlement of the Class Claims. "PAGA Period" means the period
23 from July 14, 2024 through February 18, 2026.

24 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
27 of law and fact that are common, or of general interest, to all Settlement Class Members, which
28 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the

1 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
2 the interests of the Settlement Class Members; and (5) a class action is superior to other
3 available methods for the fair and efficient adjudication of the controversy.

4 9. The Court preliminarily appoints as Class Representative, for settlement purposes
5 only, Plaintiff. The Court further preliminarily approves Plaintiff's ability to request a Class
6 Representative Service Payment up to \$10,000.00.

7 10. The Court preliminarily appoints, for settlement purposes only, John G. Yslas,
8 Eugene Zinovyev, John Brown, Lisa B. Iturriaga, and Gabriella Solé of Wilshire Law Firm,
9 PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to
10 request attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount
11 (\$134,750.00), and costs not to exceed \$25,000.00.

12 11. The Court preliminarily appoints Apex Class Action Administration ("APEX")
13 as the Settlement Administrator with reasonable administration costs estimated not to exceed
14 \$6,790.00.

15 12. The Court approves, as to form and content the Class Notice, attached to the
16 Settlement Agreement as **Exhibit A** and attached herein as Exhibit A. The Court finds on a
17 preliminary basis that the plan for distribution of the Class Notice to Settlement Class Members
18 satisfies due process, provides the best notice practicable under the circumstances, and shall
19 constitute due and sufficient notice to all persons entitled thereto.

20 13. The court orders the Parties and the Settlement Administrator to carry out their
21 duties and obligations in accordance with the terms of the Settlement Agreement.

22 14. Any class member who does not timely and validly request exclusion from the
23 Settlement may object to the Settlement Agreement.

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1 15. The Court orders the following Implementation Schedule:

2 Defendants to provide Class List and Data to	Not later than 14 days after the Court grants
3 the Settlement Administrator	Preliminary Approval of the Settlement
4 Settlement Administrator to mail the Notice	In no event later than 14 days after receiving
5 Packets	the Class Data
6 Response Deadline to Object, Request for	45 calendar days after Notice is mailed out
7 Exclusion, and/or Challenge the	by the Settlement Administrator
8 Workweeks/Pay Periods	
9 Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for
10 Request for Attorneys' Fees and Costs, and	Final Approval
11 Service Payment to Plaintiffs	
12 Final Approval Hearing	_____, 2026 at _____ a.m./p.m. [suggested, December 11, 2026 at 2:00 p.m.]

15 16. The Court further ORDERS that, pending further order of this Court, all proceedings
16 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

17 17. The Court retains jurisdiction to enforce the Settlement pursuant to Civil
18 Procedure Code section 664.6.

19 **IT IS SO ORDERED.**

20
21 DATE: _____

HON. MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT

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Attorneys for Defendant
Fueling and Service Technologies, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MATTHEW PARRA, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

FUELING AND SERVICE
TECHNOLOGIES, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 30-2025-01493605-CU-OE-CXC

*Assigned for All Purposes To:
Hon. Melissa R. McCormick
Dept. CX105*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiff Matthew Parra (“Plaintiff”) and Defendant Fueling and Service Technologies, Inc.
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 (a) **DEFINITIONS.**

6 a. “Action” means Plaintiff’s lawsuit alleging class and representative
7 action wage and hour violations against Defendant captioned *Matthew Parra v. Fueling and*
8 *Service Technologies, Inc.*, Case No. 30-2025-01493605-CU-OE-CXC, filed on June 26, 2025 in
9 Orange County Superior Court.

10 b. “Administrator” means Apex Class Action Administration, the neutral
11 entity the Parties have agreed to appoint to administer the Settlement.

12 c. “Administration Costs” means the amount the Administrator will be
13 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
14 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
15 with Preliminary Approval of the Settlement.

16 d. “Aggrieved Employee” means all current and former non-exempt
17 employees who worked for Defendant in California at any time during the PAGA Period,
18 regardless of whether they opt out of the settlement of the Class Claims.

19 e. “Class” means all current and former non-exempt employees who
20 worked for Defendant in California at any time during the Class Period who have not signed a
21 severance agreement with Defendant, and who do not timely opt out of the settlement of the Class
22 Claims.

23 f. “Class Counsel” means John G. Yslas, Eugene Zinovyev, Gabriella
24 Solé, John Brown, and Lisa B. Iturriaga of Wilshire Law Firm, PLC.

25 g. “Class Counsel Fees Payment” means an award of attorneys’ fees
26 granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed
27 Plaintiff will request approval from the Court of up to 35% of the GSA (currently \$134,750.00
28 (One Hundred Thirty-Four Thousand Seven Hundred and Fifty Dollars and Zero Cents)).

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2 h. “Class Counsel Litigation Expenses Payment” means the amount
3 allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to
4 prosecute the Action, not to exceed \$25,000.00 (twenty-five thousand dollars and zero cents) and
5 paid from the Gross Settlement Amount.

6 i. “Class Data” means Class Member identifying information in
7 Defendant’s possession including the Class Member’s name, last-known mailing address, Social
8 Security number, and number of Workweeks and PAGA Pay Periods.

9 j. “Class Member” or “Settlement Class Member” means a member of
10 the Class, as either a Participating Class Member or Non-Participating Class Member (including
11 a Non-Participating Class Member who qualifies as an Aggrieved Employee).

12 k. “Class Member Address Search” means the Administrator’s
13 investigation and search for current Class Member mailing addresses using all reasonably
14 available sources, methods, and means including, but not limited to, the National Change of
15 Address database, skip traces, and direct contact by the Administrator with Class Members.

16 l. “Class Notice” means the Court approved Notice of Settlement and
17 hearing date for Final Approval, to be mailed to Class Members in English with a Spanish
18 translation in the form, without material variation, attached as Exhibit A and incorporated by
19 reference into this Agreement.

20 m. “Class Period” or “Class Settlement Period” means the period from
21 June 26, 2021 through the date of preliminary approval, or February 18, 2026, whichever date
22 occurs first (“Settlement Class Period”).

23 n. “Class Representative” means the named Plaintiff Matthew Parra in the
24 Action.

25 o. “Class Representative Service Payment” or “Enhancement Award”
26 means the payment to the Class Representative for initiating the Actions and providing services
27 in support of the Action.

28 p. “Court” means the Superior Court of California, County of Orange.

q. “Defendant” means named Defendant Fueling and Service Technologies, Inc.

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r. “Defense Counsel” means Joshua N. Lange and Grant C. Furukawa of Atkinson, Andelson, Loya, Ruud & Romo.

s. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

t. “Final Approval” means the Court’s order granting final approval of the Settlement.

u. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

v. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

w. “Gross Settlement Amount” or “GSA” means three hundred eighty-five thousand dollars and zero cents (\$385,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

x. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

y. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1 z. “Judgment” means the judgment entered by the Court based upon the
2 Final Approval.

3 aa. “LWDA” means the California Labor and Workforce Development
4 Agency, the agency entitled, under Labor Code section 2699, subd. (i).

5 bb. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid
6 to the LWDA under Labor Code section 2699, subd. (i).

7 cc. “Net Settlement Amount” means the Gross Settlement Amount, less
8 the following payments in the amounts approved by the Court: PAGA Penalties payment, Class
9 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to
11 Participating Class Members as Individual Class Payments.

12 dd. “Non-Participating Class Member” means any Class Member who opts
13 out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

14 ee. “Operative Complaint” means the operative First Amended Class and
15 Representative Action Complaint filed on December 2, 2025 in the Action.

16 ff. “PAGA Pay Period” means any Pay Period during which an Aggrieved
17 Employee worked for Defendant for at least one day during the PAGA Period.

18 gg. “PAGA Period” means the period from July 14, 2024 through the date
19 of preliminary approval, or February 18, 2026, whichever date occurs first.

20 hh. “PAGA” means the Private Attorneys General Act (Labor Code §§
21 2698. et seq.).

22 ii. “PAGA Notice” means Plaintiff’s July 14, 2025 letter to the LWDA
23 and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

24 jj. “PAGA Penalties” means the total amount of \$20,000.00 in PAGA
25 civil penalties to be paid from the Gross Settlement Amount, allocated 35% (\$7,000.00) to the
26 Aggrieved Employees and 65% (\$13,000.00) to the LWDA in settlement of PAGA claims.

27 kk. “Participating Class Member” means a Class Member who does not
28 submit a valid and timely Request for Exclusion from the Settlement.

ll. "Plaintiff" means Matthew Parra, the named plaintiff in the Action.

mm. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

nn. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

oo. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

pp. "Released Parties" means Defendant Fueling and Service Technologies, Inc. and each of their past and present division, parents, and subsidiaries, and their respective owners, officers, directors, agents, attorneys, managers, insurers, and partners.

qq. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

rr. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

ss. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

tt. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

(b) RECITALS.

a. On June 26, 2025, Plaintiff filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide

1 Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and
2 (8) Unfair Business Practices.

3 b. On July 14, 2025, pursuant to Labor Code §2699.3, subd.(a), Plaintiff
4 gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative
5 action under PAGA (LWDA-CM-1111732-25). On December 2, 2025, after the 65-day statutory
6 period passed, Plaintiff filed the Operative Complaint, adding an additional claim for penalties
7 pursuant to Labor Code § 2699, *et seq.*

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9 c. Defendant denies the allegations in the Action, denies any failure to
10 comply with the laws identified in the Actions, and denies any and all liability for the causes of
11 action alleged in the Actions.

12 d. On December 18, 2025, the Parties participated in an all-day mediation
13 presided over by mediator Jason Marsili, Esq. The Parties accepted a mediator's proposal that day
14 and agreed on general settlement terms. The Parties memorialized their agreement in a
15 Memorandum of Understanding on December 19, 2025.

16 e. In advance of mediation, Class Counsel conducted a thorough
17 investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiff
18 obtained and analyzed a representative sampling of time and payroll data for Class Members and
19 the necessary policy documents through informal discovery to properly evaluate the strengths and
20 weakness of the claims and engage in meaningful settlement discussions. Plaintiff's investigation
21 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail,*
22 *Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th
23 116, 129-130 (2008) ("*Dunk/Kullar*").

24 f. The Court has not granted class certification because the Parties
25 engaged in mediation before any class certification.

26 g. The Parties, Class Counsel and Defense Counsel represent that they are
27 not aware of any other pending matters or actions asserting claims that will be extinguished or
28 affected by the Settlement.

1 (c) **MONETARY TERMS.**

2 a. Gross Settlement Amount. Except as otherwise provided by Paragraph
3 8 below, Defendant will pay three hundred eighty-five thousand dollars and zero cents
4 (\$385,000.00) to fully settle, resolve, and extinguish all claims asserted in the Action, including
5 without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-
6 reversionary and does not include employer payroll taxes owed on the wage portions of the
7 Individual Class Payments, which Defendant will pay separately.

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9 b. Payments from the Gross Settlement Amount. The Administrator will
10 make and deduct the following payments from the Gross Settlement Amount, in the amounts
11 specified by the Court in the Final Approval:

12 i. To Plaintiff: A payment for the Class Representative Service
13 Payment to Plaintiff of not more than \$10,000.00 (ten thousand dollars and zero cents) in addition
14 to any Individual Class Payment and any Individual PAGA Payment the Class Representative is
15 entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request
16 for a Class Representative Service Payment that does not exceed this amount. As part of the
17 motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court
18 approval for any Class Representative Service Payment no later than sixteen (16) court days prior
19 to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
20 Representative Service Payment less than the amount requested, the Administrator will retain the
21 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
22 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
23 assumes full responsibility and liability for employee taxes owed on the Class Representative
24 Service Payment.

25 ii. To Class Counsel: A Class Counsel Fees Payment of not more
26 than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to
27 be One Hundred Thirty-Four Thousand Seven Hundred and Fifty Dollars and Zero Cents
28 (\$134,750.00) and a Class Counsel Litigation Expenses Payment for actual costs, not to exceed

1 \$25,000.00 (twenty-five thousand dollars with zero cents). Defendant will not oppose requests
2 for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and
3 Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval
4 Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees
5 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
6 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
7 Participating Class Members. Released Parties shall have no liability to Class Counsel or any
8 other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment
9 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel
10 Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class
11 Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
12 Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and
13 indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any
14 of these Payments.

15 iii. To the Administrator: An Administrator Costs Payment not to
16 exceed \$6,790.00 (six thousand seven hundred and ninety dollars and zero cents) except for a
17 showing of good cause and as approved by the Court. To the extent the Administration Costs are
18 less or the Court approves payment of less than \$6,790.00, the Administrator will retain the
19 remainder in the Net Settlement Amount to be distributed to Participating Class Members.

20 iv. To Each Participating Class Member: An Individual Class
21 Payment is calculated by (a) dividing the Net Settlement Amount by the total number of
22 Workweeks worked by all Participating Class Members during the Class Period, and (b)
23 multiplying the result by each individual Participating Class Member's Workweeks.

24 1. Tax Allocation of Individual Class Payments. Twenty
25 percent (20%) of each Participating Class Member's Individual Class Payment will be allocated
26 to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax
27 withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of
28 each Participating Class Member's Individual Class Payment will be allocated to the settlement

of claims for interest, reimbursement, and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

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v. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of twenty thousand dollars and zero cents (\$20,000.00) to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties of \$7,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

(d) **SETTLEMENT FUNDING AND PAYMENTS.**

a. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 174 Class Members who collectively worked

a total of 15,912 workweeks during the Class Period, and 113 Aggrieved Employees who worked a total of 3,514 PAGA Pay Periods during the PAGA Period.

b. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

c. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date.

d. Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

i. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class

1 U.S. Mail. The face of each check shall prominently state the date (180 days after the date of
2 mailing) when the check will be voided (“Void Date”). The Administrator will cancel all checks
3 not cashed by the Void Date. The Administrator will send checks for Individual Settlement
4 Payments to all Participating Class Members (including those for whom the Class Notice was
5 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
6 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
7 Employees (including those for whom Class Notice was returned undelivered). The Administrator
8 may send Participating Class Members a single check combining the Individual Class Payment
9 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
10 must update the recipients’ mailing addresses using the National Change of Address Database.

11 ii. The Administrator must conduct a Class Member Address
12 Search for all other Class Members whose checks are returned undelivered without USPS
13 forwarding address. Within seven (7) days of receiving a returned check, the Administrator must
14 re-mail checks to the USPS forwarding address provided or to an address ascertained through the
15 Class Member Address Search. The Administrator need not take further steps to deliver checks
16 to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall
17 promptly send a replacement check to any Class Member whose original check was lost or
18 misplaced, requested by the Class Member prior to the Void Date.

19 iii. For any Class Member whose Individual Class Payment check
20 or Individual PAGA Payment check is uncashed and canceled after the Void Date, the
21 Administrator shall transmit the funds represented by such checks to the California Controller’s
22 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue”
23 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

24 iv. The payment of Individual Class Payments and Individual
25 PAGA Payments shall not obligate Defendant to confer any additional benefits or make any
26 additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those
27 specified in this Agreement.
28

(e) **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

a. **Plaintiff's Release.** Plaintiff, for himself, and on behalf of his agents, attorneys, representatives, successors and assigns, forever releases and discharges Defendant Fueling and Service Technologies, Inc. and each of their past and present division, parents, and subsidiaries, and their respective owners, officers, directors, agents, attorneys, managers, insurers, and partners. (collectively "Released Parties" and as defined in paragraph 1.42, above) from any and all claims, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, (except for those arising as a result of a breach of any provision of this Agreement), including, but not limited to any actions relating to Plaintiff's work with Fueling and Service Technologies, Inc. and any of the Released Parties, and/or the conclusion of that work or any actions relating directly or indirectly to any transaction, affairs or occurrences between them from the beginning of time and up to the effective date of this Agreement, including, but not limited to all loss, liability, damages, claims, charges, complaints, demands, and causes of action arising directly or indirectly out of or in any way connected with the Action and any claims under: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination); (2) 42 U.S.C. section 1981 (discrimination); (3) 29 U.S.C. section 206(d)(i) (equal pay); (4) the Americans with Disabilities Act; (5) the California Fair Employment and Housing Act (discrimination including race, color, religion, sex, pregnancy, childbirth, or related medical conditions, gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical condition, genetic information, marital status, military and veteran status, sexual orientation, reproductive decision making, off-duty use of cannabis); (6) Title II of the Genetic Information Non-Disclosure Act

(genetic information); (7) the California Labor Code; (8) the Wage Orders issued by the California Industrial Welfare Commission (wage and hour); (9) California Business and Professions Code section 17200 *et seq.*, (10) the Fair Labor Standards Act; (11) California Healthy Workplaces Healthy Families Act of 2014; (12) the California Family Rights Act; (13) other federal, state, or local laws, including administrative statute, regulation, ordinance, rule, policy, case law, or any common law theory of any kind; (14) any class or representative action claims; as well as (15) any claims for wrongful termination of employment, constructive discharge, breach of contract, violation of public policy or common law, invasion of privacy, retaliation, intentional interference with contract or business expectancy, whistleblowing, intentional or negligent infliction of emotional distress, battery, discrimination, harassment, and hostile and/or unsafe working conditions. (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

i. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

b. Released Class Claims: All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§

204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.

c. Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and in Plaintiff's July 14, 2025 PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (9) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (10) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); and (11)

1 civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released
2 PAGA Claims are those that accrued during the PAGA Period.

3 (f) **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare
4 and file a motion for preliminary approval (“Motion for Preliminary
5 Approval”).

6 a. **Plaintiff’s Responsibilities**. Plaintiff will prepare all documents
7 necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
8 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
9 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
10 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
11 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
12 Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any
13 actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed
14 declaration from Class Counsel firm attesting to its competency to represent the Class Members;
15 its timely transmission to the LWDA of all necessary PAGA documents (initial notice of
16 violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
17 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts
18 relevant to any actual or potential conflict of interest with Class Members, and/or the
19 Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware
20 of any other pending matter or action asserting claims that will be extinguished or adversely
21 affected by the Settlement.

22 b. **Responsibilities of Counsel**. Class Counsel and Defense Counsel are
23 jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class
24 Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the
25 Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless
26 otherwise ordered by the Court, and deliver the Court’s Preliminary Approval Order to the
27 Administrator.
28

1 c. Duty to Cooperate. If the Parties disagree on any aspect of the proposed
2 Motion for Preliminary Approval and/or the supporting declarations and documents, Class
3 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
4 meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court
5 does not grant Preliminary Approval or conditions Preliminary Approval on any material change
6 to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf
7 of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
8 and otherwise satisfy the Court's concerns.

9 (g) **SETTLEMENT ADMINISTRATION.**

10 a. Selection of Administrator. The Parties have jointly selected Apex
11 Class Action Administration to serve as the Administrator and verified that, as a condition of
12 appointment, the Administrator agrees to be bound by this Agreement and to perform, as a
13 fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs.
14 The Parties and their Counsel represent that they have no interest or relationship, financial or
15 otherwise, with the Administrator other than a professional relationship arising out of prior
16 experiences administering settlements.

17 b. Employer Identification Number. The Administrator shall have and use
18 its own Employer Identification Number for purposes of calculating payroll tax withholdings and
19 providing reports to state and federal tax authorities.

20 c. Qualified Settlement Fund. The Administrator shall establish a
21 settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US
22 Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the
23 GSA sums paid into the QSF prior to distribution by the Administrator will become part of the
24 NSA for distribution to Participating Class Members.

25 d. Notice to Class Members.

26 i. No later than five (5) calendar days after receipt of the Class
27 Data, the Administrator shall notify Class Counsel that the list has been received and state the
28

1 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class
2 Data.

3 ii. Using best efforts to perform as soon as possible, and in no
4 event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to
5 all Class Members identified in the Class Data, via first-class United States Postal Service
6 (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to
7 this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
8 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the
9 Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these
10 amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses
11 using the National Change of Address database.

12 iii. Not later than five (5) calendar days after the Administrator’s
13 receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail
14 the Class Notice using any forwarding address provided by the USPS. If the USPS does not
15 provide a forwarding address, the Administrator shall conduct a Class Member Address Search,
16 and re-mail the Class Notice to the most current address obtained. The Administrator has no
17 obligation to make further attempts to locate or send Class Notice to Class Members whose Class
18 Notice is returned by the USPS a second time.

19 iv. The deadlines for Class Members’ written objections,
20 challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an
21 additional fourteen days (14) days beyond the forty-five (45) days otherwise provided in the Class
22 Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class
23 Member of the extended deadline with the re-mailed Class Notice.

24 v. If the Administrator, Defendant, or Class Counsel is contacted
25 by or otherwise discovers any persons who believe they should have been included in the Class
26 Data and should have received Class Notice, the Parties will expeditiously meet and confer in
27 person or by telephone, and in good faith in an effort to agree on whether to include them as Class
28 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as

1 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
2 Notice requiring them to exercise options under this Agreement not later than fourteen (14) days
3 after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

4 e. Requests for Exclusion (Opt-Outs).

5 i. Class Members who wish to exclude themselves (opt-out of)
6 the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request
7 for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice
8 (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A
9 Request for Exclusion is a letter from a Class Member or his/her representative that reasonably
10 communicates the Class Member's election to be excluded from the Settlement and includes the
11 Class Member's name, address and email address or telephone number. To be valid, a Request
12 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

13 ii. The Administrator may not reject a Request for Exclusion as
14 invalid because it fails to contain all the information specified in the Class Notice. The
15 Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably
16 ascertain the identity of the person as a Class Member and the Class Member's desire to be
17 excluded. The Administrator's determination shall be final and not appealable or otherwise
18 susceptible to challenge. If the Administrator has reason to question the authenticity of a Request
19 for Exclusion, the Administrator may demand additional proof of the Class Member's identity.
20 The Administrator's determination of authenticity shall be final and not appealable or otherwise
21 susceptible to challenge.

22 iii. Every Class Member who does not submit a timely and valid
23 Request for Exclusion is deemed to be a Participating Class Member under this Agreement,
24 entitled to all benefits and bound by all terms and conditions of the Settlement, including the
25 Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement,
26 regardless of whether the Participating Class Member actually receives the Class Notice or objects
27 to the Settlement.
28

1 iv. Every Class Member who submits a valid and timely Request
2 for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class
3 Payment or have the right to object to the class action components of the Settlement. Because
4 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
5 Participating Class Members who are Aggrieved Employees are deemed to release the Released
6 PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual
7 PAGA Payment.

8 f. Challenges to Calculation of Workweeks. Each Class Member shall
9 have forty-five (45) days after the Administrator mails the Class Notice (plus an additional
10 fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number
11 of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice.
12 The Class Member may challenge the allocation by communicating with the Administrator via
13 fax, email or mail. The Administrator must encourage the challenging Class Member to submit
14 supporting documentation. In the absence of any contrary documentation, the Administrator is
15 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they
16 are consistent with the Class Data. The Administrator's determination of each Class Member's
17 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
18 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
19 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
20 Administrator's determination of the challenges.

21 g. Objections to Settlement.

22 i. Only Participating Class Members may object to the class
23 action components of the Settlement and/or this Agreement, including contesting the fairness of
24 the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
25 Litigation Expenses Payment and/or Class Representative Service Payment.

26 ///

27 ii. Participating Class Members may send written objections to the
28 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear

1 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
2 Hearing. A Participating Class Member who elects to send a written objection to the
3 Administrator must do so not later than forty-five (45) days after the Administrator's mailing of
4 the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice
5 was re-mailed).

6 iii. Non-Participating Class Members have no right to object to any
7 of the class action components of the Settlement.

8 h. Administrator Duties. The Administrator has a duty to perform or
9 observe all tasks to be performed or observed by the Administrator contained in this Agreement
10 or otherwise.

11 i. Website, Email Address and Toll-Free Number. The
12 Administrator will establish, maintain and use an internet website to post information of interest
13 to Class Members including the date, time and location for the Final Approval Hearing and copies
14 of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order;
15 Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel
16 Litigation Expenses Payment and Class Representative Service Payment; the Final Approval
17 Order; and the Judgment. The Administrator will also maintain and monitor an email address and
18 a toll-free telephone number to receive Class Member calls, faxes and emails.

19 ii. Requests for Exclusion (Opt-outs) and Exclusion List. The
20 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their
21 validity. Not later than five (5) days after the expiration of the deadline for submitting Requests
22 for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
23 containing (a) the names and other identifying information of Class Members who have timely
24 submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying
25 information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of
26 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

27 iii. Weekly Reports. The Administrator must, on a weekly basis,
28 provide written reports to Class Counsel and Defense Counsel that, among other things, tally the

number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

iv. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

v. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

vi. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

1 (h) **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its
2 records, Defendant represents there are 174 Class Members who
3 collectively worked a total of 15,912 Workweeks during the Class Period,
4 and 113 Aggrieved Employees who worked a total of 3,514 PAGA Pay
5 Periods during the PAGA Period. If, on final calculation, the total number
6 of Workweeks is greater than 10% higher than 15,912 Workweeks (i.e.
7 greater than 17,503 Workweeks), then the Gross Settlement Amount will
8 be proportionally increased by the Workweeks worked in excess of 17,503
9 by multiplying the excess Workweeks by the per Workweek value. For
10 example, if the total number of workweeks as of the end of the Class Period
11 is determined to be 11% higher than 15,912 (i.e., 17,662), then the Gross
12 Settlement Amount will be increased on a pro-rata basis by 1%. If this
13 provision is triggered so as to increase the Gross Settlement Amount, the
14 Parties agree that the portion of the Gross Settlement Amount allocated to
15 attorneys' fees will increase proportionally such that the total amount of
16 attorneys' fees remains thirty-five percent (35%), or the amount approved
17 by the Court,) of the Gross Settlement Amount after the upward adjustment
18 required by this provision is implemented.

19 (i) **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court
20 days before the calendared Final Approval Hearing, unless otherwise
21 scheduled by the Court, Plaintiff will file in Court, a Motion for Final
22 Approval of the Settlement that includes a request for approval of the
23 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed
24 Final Approval Order; and a proposed Judgment (collectively "Motion for
25 Final Approval"). Plaintiff shall provide drafts of these documents to
26 Defense Counsel prior to filing the Motion for Final Approval. Class
27 Counsel and Defense Counsel will expeditiously meet and confer in person
28

1 or by telephone, and in good faith, to resolve any disagreements concerning
2 the Motion for Final Approval.

3 a. Response to Objections. Each Party retains the right to respond to any
4 objection raised by a Participating Class Member, including the right to file responsive documents
5 in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise
6 ordered or accepted by the Court.

7 b. Duty to Cooperate. If the Court does not grant Final Approval or
8 conditions Final Approval on any material change to the Settlement (including, but not limited
9 to, the scope of release to be granted by Class Members), the Parties will expeditiously work
10 together in good faith to address the Court's concerns by revising the Agreement as necessary to
11 obtain Final Approval. The Court's decision to award less than the amounts requested for the
12 Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
13 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
14 modification to the Agreement within the meaning of this paragraph.

15 c. Continuing Jurisdiction of the Court. The Parties agree that, after entry
16 of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement
17 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
18 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

19 d. Waiver of Right to Appeal. Provided the Judgment is consistent with
20 the terms and conditions of this Agreement, specifically including the Class Counsel Fees
21 Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the
22 Parties, their respective counsel, and all Participating Class Members who did not object to the
23 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including
24 all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
25 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
26 waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment,
27 the Parties' obligations to perform under this Agreement will be suspended until such time as the
28

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
2 the amount of the Net Settlement Amount.

3 e. Appellate Court Orders to Vacate, Reverse, or Materially Modify
4 Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that
5 requires a material modification of this Agreement (including, but not limited to, the scope of
6 release to be granted by Class Members), this Agreement shall be null and void. The Parties shall
7 nevertheless expeditiously work together in good faith to address the appellate court's concerns
8 and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional
9 Administration Costs reasonably incurred after remittitur. An appellate decision to vacate,
10 reverse, or modify the Court's award of the Class Representative Service Payment or any
11 payments to Class Counsel shall not constitute a material modification of the Judgment within
12 the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

13 (j) AMENDED JUDGMENT. If any amended judgment is required under
14 Code of Civil Procedure §384, the Parties will work together in good faith
15 to jointly submit a proposed amended judgment.

16 (k) ADDITIONAL PROVISIONS.

17 a. No Admission of Liability, Class Certification or Representative
18 Manageability for Other Purposes. This Agreement represents a compromise and settlement of
19 highly disputed claims. Nothing in this Agreement is intended or should be construed as an
20 admission by Defendant that any of the allegations in the Operative Complaint has merit or that
21 Defendant has any liability for any claims asserted; nor should it be intended or construed as an
22 admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that
23 class certification and representative treatment is for purposes of this Settlement only. If, for any
24 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
25 reserves the right to contest certification of any class for any reason, Defendant reserves all
26 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class
27 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
28 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be

admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

b. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

c. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

d. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between

1 the Parties relating to the Settlement, superseding any and all oral representations, warranties,
2 covenants, or inducements made to or by any Party.

3 e. Attorney Authorization. Class Counsel and Defense Counsel
4 separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively,
5 to take all appropriate action required or permitted to be taken by such Parties pursuant to this
6 Agreement to effectuate its terms, and to execute any other documents reasonably required to
7 effectuate the terms of this Agreement including any amendments to this Agreement.

8 f. Cooperation. The Parties and their counsel will cooperate with each
9 other and use their best efforts, in good faith, to implement the Settlement by, among other things,
10 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
11 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
12 the form or content of any document necessary to implement the Settlement, or on any
13 modification of the Agreement that may become necessary to implement the Settlement, the
14 Parties will seek the assistance of a mediator and/or the Court for resolution.

15 g. No Prior Assignments. The Parties separately represent and warrant
16 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any person or entity and portion of any liability, claim, demand, action,
18 cause of action, or right released and discharged by the Party in this Settlement.

19 h. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor
20 Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
21 Settlement be relied upon as such within the meaning of United States Treasury Department
22 Circular 230 (31 CFR Part 10, as amended) or otherwise.

23 i. Modification of Agreement. This Agreement, and all parts of it, may
24 be amended, modified, changed, or waived only by an express written instrument signed by all
25 Parties or their representatives, and approved by the Court.

26 j. Agreement Binding on Successors. This Agreement will be binding
27 upon, and inure to the benefit of, the successors of each of the Parties.
28

1 k. Applicable Law. All terms and conditions of this Agreement and its
2 exhibits will be governed by and interpreted according to the internal laws of the state of
3 California, without regard to conflict of law principles.

4 l. Cooperation in Drafting. The Parties have cooperated in the drafting
5 and preparation of this Agreement. This Agreement will not be construed against any Party on
6 the basis that the Party was the drafter or participated in the drafting.

7 m. Confidentiality. To the extent permitted by law, all agreements made,
8 and orders entered during Action and in this Agreement relating to the confidentiality of
9 information shall survive the execution of this Agreement.

10 n. Headings. The descriptive heading of any section or paragraph of this
11 Agreement is inserted for convenience of reference only and does not constitute a part of this
12 Agreement.

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14 o. Calendar Days. Unless otherwise noted, all reference to “days” in this
15 Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement
16 falls on a weekend or federal legal holiday, such date or deadline shall be on the first business
17 day thereafter.

18 p. Notice. All notices, demands, or other communications between the
19 Parties in connection with this Agreement will be in writing and deemed to have been duly given
20 as of the third business day after mailing by United States mail, or the day sent by email or
21 messenger, addressed as follows:

22
23 To Plaintiff:

24 John G. Yslas (SBN 187324)
25 John.yslas@wilshirelawfirm.com
26 Eugene Zinovyev (SBN 267245)
27 Eugene.zinovyev@wilshirelawfirm.com
28 John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
Gabriella.sole@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
Lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM

660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

Joshua N. Lange (SBN 269016)
Joshua.Lange@aalrr.com
Grant C. Furukawa (SBN 335015)
Grant.Furukawa@aalrr.com
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364
Telephone: (562) 653-3890
Fax: (562) 653-3333

q. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

r. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

s. Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Orange County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

1
2
3 DATED: _____

4 Plaintiff Matthew Parra

5
6 DATED: _____

7
8 Defendant Fueling and Service Technologies, Inc.

9 By:

10 _____
11 Position:

12 ///

13 ///

14 ///

15 ///

16
17 Approved by counsel:

18 DATED: WILSHIRE LAW FIRM

19
20 BY: _____

21 John G. Yslas
22 Eugene Zinovyev
23 Gabriella Solé

Counsel for Plaintiff

24 Matthew Parra

25 DATED: ATKINSON, ANDELSON, LOYA,
26 RUUD & ROMO

27
28 BY:

Joshua N. Lange
Grant C. Furukawa
Counsel for Defendant Fueling and Service
Technologies, Inc.

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Parra v. Fueling and Service Technologies, Inc.
Case No. 30-2025-01493605-CU-OE-CXC (OrangeCounty Superior Court)

***The Orange County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against Fueling and Service Technologies, Inc. (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, Matthew Parra, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid, non-exempt employees in the State of California who have not signed a severance agreement with Defendant (“Class Members”) who worked for Defendant during the Class Period (June 26, 2021 through February 18, 2026); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (July 14, 2024 through February 18, 2026) (“Aggrieved Employees”)

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant at some point(s) between June 26, 2021 through February 18, 2026, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you may also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is July 14, 2024 through February 18, 2026.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Orange County Superior Court, and the case is titled, *Parra v. Fueling and Service Technologies, Inc.*, Case No. 30-2025-01493605-CU-OE-CXC. The person who sued, Matthew Parra, is the Plaintiff, and the company sued, Fueling and Service Technologies, Inc., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes he would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All current and former non-exempt employees who worked for Defendant in California at any from June 26, 2021 through February 18, 2026, who have not signed a severance agreement with Defendant.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$385,000.00 (Three Hundred Eighty-Five Thousand Dollars and Zero Cents) to settle the lawsuit. From the GSA, Class Counsel will apply to

the Court for attorneys' fees of up to 35% of the GSA (currently \$134,750.00) and up to \$25,000.00 in costs; a Class Representative Service Payment of \$10,000.00 to Plaintiff (for Plaintiff's work and efforts prosecuting this case); a PAGA Penalties payment of \$20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, not to exceed \$6,790.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately **\$188,460.00**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or \$13,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or \$7,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (June 26, 2021 through February 18, 2026). Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from July 14, 2024 through February 18, 2026 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The "Released Class Claims" are all claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in the Operative Class Complaint, or that could have been brought by Plaintiff against Defendant in the Operative Class Complaint based on the facts alleged therein.

Released PAGA Claims: If you an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties that were alleged or could have been alleged in the Operative PAGA Complaint and the PAGA Notice based on the facts alleged therein during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[ADMINISTRATOR]
Parra v. Fueling and Service Technologies, Inc.
XXXXX
City, State, XXXXX
Email:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (July 14, 2024 through February 18, 2026). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 45 days after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 35% of the GSA (currently \$134,750.00) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$25,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Matthew Parra in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

[ADMINISTRATOR]

Parra v. Fueling and Service Technologies, Inc.

XXXXX

City, State, XXXXX

Email:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [redacted] on [redacted] in Department CX105 of the Orange County Superior Court located at 751 West Santa Ana Blvd., Santa Ana, CA 92701 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Phoenix Settlement Administrators, Inc., by calling toll free 1-800 [redacted], or you can write to the Administrator at the following address:

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

[ADMINISTRATOR]

Parra v. Fueling and Service Technologies, Inc.

XXXXX

City, State, XXXXX

Email:

PLEASE DO NOT TELEPHONE THE COURT OR FUELING AND SERVICE TECHNOLOGIES, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE