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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
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14 ALFONSO ALMARAZ, as an individual
15 and on behalf of all others similarly
16 situated,

Plaintiff,

17 vs.

18 WORLD OIL CORP., a California
19 Corporation; and DOES 1 through 100,

20 Defendant.
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Case No.: 23STCV18296

*[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. SS-11]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: February 23, 2026
Time: 9:00 a.m.
Dept.: SS-11

Action Filed: August 2, 2023
Trial Date: None Set

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[PROPOSED] JUDGMENT & ORDER

The Motion of Plaintiff Alfonso Almaraz (“Plaintiff”) for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs (“Final Approval Motion”) came regularly for hearing before this Court on February 23, 2026, at 9:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s prior Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”).

Having considered the parties’ Second Amended Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement” or “Settlement”), the documents and evidence submitted in support thereof, and recognizing the sharply disputed factual and legal issues involved, the risks associated with continued litigation, and the substantial benefits to be conferred upon the Settlement Class, the Court finds that the Settlement is fair, reasonable, and adequate, and the product of good faith, arm’s-length negotiations between the parties.

Good cause appearing, the Court hereby GRANTS Plaintiff’s Final Approval Motion and ORDERS as follows:

1. Final judgment is hereby entered in accordance with the Settlement Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

All non-exempt employees who worked for Defendant in California during the Period commencing on August 2, 2022 and ending on April 1, 2024 (the “Class Period”), and who do not timely opt-out of the Settlement Class.

3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC are hereby confirmed as Class Counsel.

4. Notice was provided to Class Members as set forth in the Settlement, which was preliminarily approved by the Court on August 1, 2025, and the notice process has been completed in accordance with the Settlement and the Court’s Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Class

Members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Class Members objected to the Settlement, that no Class Members opted out, and that the 100% participation rate supports final approval of the Settlement.

6. The Court hereby approves the terms of the Settlement as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement in accordance with its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class, and a well-defined community of interest exists among the members with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class; (e) a class action is superior to other available methods for the fair and efficient adjudication of this controversy; and (f) Class Counsel are experienced and qualified to represent the Class Representative and the Settlement Class.

8. The Court finds that, in light of the absence of objections to the Settlement, this Order shall be deemed final as of the date of its entry.

9. The Court finds that the Individual Settlement Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and hereby orders the Settlement Administrator to distribute the payments in accordance with the terms of the Settlement.

10. The Court orders Defendant Pan Pacific Petroleum Company, Inc. ("Defendant") to deposit the Gross Settlement Amount ("GSA") of \$240,000.00 with the Settlement Administrator no later than sixty-five (65) days after the entry of this Order, assuming no appeals. Should an appeal be filed, Defendant shall fund the GSA within sixty-five (65) days after the Judgment becomes final.

11. The Court finds that attorneys' fees in the amount of \$80,000.00 and litigation costs of \$12,837.62 for Class Counsel are fair, reasonable, and adequate in light of the common

fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in accordance with the terms of the Settlement.

12. The Court orders that the Settlement Administrator shall be paid \$6,950.00 from the GSA in accordance with the terms of the Settlement, for all work performed and to be performed until the completion of this matter. The Court finds this amount appropriate.

13. The Court finds that the \$50,000.00 designated for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”), is fair, reasonable, and adequate. Of this amount, 75% (\$37,500.00) will be paid to the California Labor and Workforce Development Agency (“LWDA”), and 25% (\$12,500.00) will be distributed to Aggrieved Employees pursuant to Labor Code § 2699(i). “Aggrieved Employees” means all non-exempt employees who worked for Defendant in California during the period commencing on August 2, 2022 and ending on April 1, 2024 (the “PAGA Period”). The Court directs the Settlement Administrator to distribute these amounts in accordance with the terms of the Settlement.

14. The Court orders that all settlement checks shall be negotiable for 180 calendar days from the date of issuance, and that any checks remaining uncashed after this period shall be transferred to the California State Controller’s Unclaimed Property Fund in the name of the intended recipient.

15. Upon the Effective Date (defined as the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) Defendant deposits the entire Gross Settlement Amount with the administrator), Defendant and, with respect to Defendant, the following, either collectively or individually: any and all direct and indirect parent companies and subsidiary companies, and companies under common control with any of the foregoing (including without limitation World Oil Corp.), and its and their respective consultants, fiduciaries, agents, servants, exempt employees, contractors, partners, shareholders, members, owners, predecessors, advisors, managers, trustees, ancillary trustees, beneficiaries, representatives, officers, directors, attorneys, guarantors, insurers, employee benefit programs, successors and assigns, and all persons and entities acting by, through, under or in concert with them, or any of them (“Released Parties”),

1 shall be entitled to a release and discharge from all Class Members, including Plaintiff, on behalf
2 of themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns from all claims arising during the Class Period and pled
4 in any complaint Plaintiff filed against Defendant or the Released Parties in this Action (or
5 Plaintiff's LWDA letters dated August 2, 2023 and August 11, 2023), or which could have been
6 pled based on the factual allegations therein, that arose during the Class Period. This includes but
7 is not limited to claims for failure to reimburse business expenses, failure to provide accurate,
8 compliant, or itemized wage statements, failure to provide personnel and pay records upon
9 request, and unfair competition. Except as set forth in Paragraphs 5.1 and 5.2 of the Settlement
10 Agreement, Class Members do not release any other claims, including claims for vested benefits,
11 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
12 insurance, disability, social security, workers' compensation, claims for penalties under the
13 PAGA, or claims based on facts occurring outside the Class Period.

14 16. Upon the Effective Date, Defendant and the other Released Parties shall be entitled
15 to a release and discharge from the LWDA, the state of California, and the Aggrieved Employees,
16 including Plaintiff, on behalf of themselves and their respective former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, from all PAGA
18 claims that arise out of, or directly relate to, the facts arising during the PAGA Period and alleged
19 in any complaint Plaintiff filed against Defendant in this Action or Plaintiff's LWDA letters dated
20 August 2, 2023 and August 11, 2023, or which could have been pled based on the factual
21 allegations therein, that arose during the PAGA Period. Aggrieved Employees do not release any
22 underlying wage and hour claims. Aggrieved Employees are deemed to release all PAGA claims
23 included in this release even if they requested exclusion from the class.

24 17. Pursuant to California Rule of Court 3.769(h), this Judgment shall constitute a final
25 judgment. The Court retains jurisdiction over the Parties to enforce the terms of the Settlement
26 Agreement, the Final Approval Order, and this Judgment. In accordance with Rule 3.769(h), this
27 Judgment includes a provision for continuing jurisdiction, and no order dismissing the Action
28 shall be entered concurrently with or after entry of judgment.

1 18. Plaintiff shall file a Final Accounting Report on or before November 23, 2026. A
2 Final Accounting Hearing is set for November 30, 2026, at 9:00 a.m.

3 **IT IS SO ORDERED.**

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5 Dated: _____, 2026

6 Honorable David S. Cunningham III
7 Judge of the Superior Court
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