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8 ARLENE APODACA, and all others similarly situated
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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF RIVERSIDE**
12 **(UNLIMITED JURISDICTION)**

13 ARLENE APODACA, on behalf of herself and
14 all others similarly situated, and the general
15 public, and as an “Aggrieved Employee” on
16 behalf of other “Aggrieved Employees” and the
State of California under the Private Attorneys
General Act of 2004,

17 *Plaintiff,*

18 vs.

19 R AND T OIL INCORPORATED, a California
20 corporation; RAFI BARTANIYAN, an
21 individual; THOMAS VARTANIAN, an
individual; and DOES 1–50, inclusive,
22 *Defendants.*

Case No. CVRI2402196

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: April 19, 2024
Dept: Dept. 1, The Honorable
Harold W. Hopp

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ATTORNEYS FOR DEFENDANTS

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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff Arlene Apodaca (“Plaintiff”) and defendants R And T Oil Incorporated, Rafi
3 Bartaniyan, and Thomas Vartanian (collectively “Defendants”). The Agreement refers to Plaintiff
4 and Defendants collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendants captioned “Arlene Apodaca, on behalf of herself, and all others similarly situated, and
8 the general public, and as an ‘Aggrieved Employees’ on behalf of other ‘Aggrieved Employees’
9 and the State of California under the Private Attorneys General Act of 2004, *Plaintiff*, vs. R And
10 T Oil Incorporated, a California corporation, Rafi Bartaniyan, an individual, Thomas Vartanian,
11 an individual; and DOES 1 through 50, inclusive, *Defendant(s)*,” Case No. CVRI2402196
12 initiated on April 19, 2024 and pending in Superior Court of the State of California, County of
Riverside.

13 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the
14 Parties have agreed to appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be
16 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
17 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
with Preliminary Approval of the Settlement.

18 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
19 classified as an hourly, non-exempt employee who worked for Defendants during the PAGA
20 Period.

21 1.5. “Class” means all persons employed by Defendants in California and classified as
22 non-exempt, hourly employees who worked for Defendants during the Class Period.

23 1.6. “Class Counsel” means David Glenn Spivak and Caroline Tahmassian of The
Spivak Law Firm.

24 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
25 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
26 expenses, respectively, incurred to prosecute the Action.

27 1.8. “Class Data” means Class Member identifying information in Defendants’

possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Work Weeks and PAGA Pay Periods.

1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from April 19, 2020 to the date of preliminary approval of this Settlement.

1.13. "Class representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Riverside.

1.16. "Defendants" means named Defendants R And T Oil Incorporated, Rafi Bartaniyan, and Thomas Vartanian.

1.17. "Defense Counsel" means Peter Sunukjian and Garo Khajadourian of Briggs Alexander, APLC.

1.18. "Effective Date" means the date by when 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 if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

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

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

1.22. “Gross Settlement Amount” means \$200,000.00, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses.

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

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Work Weeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. “Notice Packet” means the Class Notice (Exhibit A), the Request for Exclusion

1 form (Exhibit B), the Class Work Weeks/PAGA Pay Periods Dispute form (Exhibit C), and the
2 Objection form (Exhibit D) in English with Spanish translations.

3 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
4 worked for Defendants for at least one day during the PAGA Period.

5 1.32. “PAGA Period” means the period from April 19, 2023 to the date of preliminary
6 approval of this Settlement.

7 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

8 1.34. “PAGA Notice” means Plaintiff’s April 19, 2024 letter to Defendants and the
9 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

10 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
11 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250.00) and the
12 75% to LWDA (\$3,750.00) in settlement of PAGA claims.

13 1.36. “Participating Class Member” means a Class Member who does not submit a valid
14 and timely Request for Exclusion from the Settlement.

15 1.37. “Plaintiff” means Arlene Apodaca, the named Plaintiff in the Action.

16 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
17 of the Settlement.

18 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary
19 Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is
20 attached as Exhibit E.

21 1.40. “Released Class Claims” means the claims being released as described in
22 Paragraph 6.2 below.

23 1.41. “Released PAGA Claims” means the claims being released as described in
24 Paragraph 6.3 below.

25 1.42. “Released Parties” means: Defendants and each of their officers, directors,
26 employees and agents.

27 1.43. “Request for Exclusion” means a Class Member’s submission of a written request
28 to be excluded from the Class Settlement signed by the Class Member. A Request for Exclusion
form is attached as Exhibit B.

1.44. “Response Deadline” means 60 days after the Administrator mails Notice to Class
Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)

1 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
2 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having
3 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond
4 the Response Deadline has expired.

5 1.45. “Settlement” means the disposition of the Action effected by this Agreement and
6 the Judgment.

7 1.46. “Settlement Agreement” shall mean this Class Action and PAGA Settlement
8 Agreement and Class Notice.

9 1.47. “Work Week” means any week during which a Class Member worked for
10 Defendants for at least one day, during the Class Period.

11 1.48. A Class Work Weeks/PAGA Pay Periods Dispute form is attached as Exhibit C.

12 **2. RECITALS.**

13 2.1. On April 19, 2024, Plaintiff commenced this Action by filing a Complaint
14 alleging causes of action against Defendants for failure to pay wages, failure to provide meal
15 periods, failure to authorize and permit rest periods, failure to indemnify for business expenses,
16 failure to issue proper wage statements, failure to timely pay wages, failure to maintain required
17 payroll records, and related claims. On June 25, 2024, Plaintiff filed a First Amended Complaint
18 alleging causes of action against Defendants for failure to pay wages, failure to provide meal
19 periods, failure to authorize and permit rest periods, failure to indemnify for business expenses,
20 failure to issue proper wage statements, failure to timely pay wages, failure to maintain required
21 payroll records, and related allegations. The First Amended Complaint is the operative complaint
22 in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative
23 Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and
24 deny any and all liability for the causes of action alleged.

25 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
26 notice to Defendants and the LWDA by sending the PAGA Notice.

27 2.3. On March 05, 2025, the Parties participated in an all-day mediation presided over
28 by Mr. Scott Radovich that led to this Agreement to settle the Action.

2.4. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through
formal and informal discovery, sample time records, sample payroll records, and related

1 information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
2 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
3 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

4 2.5. The Court has not granted class certification.

5 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
6 of any other pending matter or action asserting claims that will be extinguished or affected by the
7 Settlement.

8 **3. MONETARY TERMS.**

9 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
10 Defendants promise to pay \$200,000.00 and no more as the Gross Settlement Amount and to
11 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
12 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any
13 payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator
14 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
15 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
16 Gross Settlement Amount will revert to Defendants.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
17 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
18 the Court in the Final Approval:

18 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class
19 Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any
20 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
21 Member). Defendants will not oppose Plaintiff's request for a Class Representative Service
22 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment
23 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class
24 Representative Service Payment no later than 16 court days prior to the Final Approval Hearing.
25 If the Court approves a Class Representative Service Payment less than the amount requested, the
26 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
27 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
28 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

1 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and
2 1/3%, which is currently estimated to be \$66,666.66 and a Class Counsel Litigation Expenses
3 Payment of not more than \$20,000.00. Defendants will not oppose requests for these payments
4 provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
5 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
6 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
7 a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
8 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
9 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
10 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
11 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
12 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
13 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
14 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any
15 division or sharing of any of these Payments.

16 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
17 \$6,000.00 except for a showing of good cause and as approved by the Court. To the extent the
18 Administration Expenses are less or the Court approves payment less than \$6,000.00, the
19 Administrator will retain the remainder in the Net Settlement Amount.

20 3.2.4. To Each Participating Class Member: An Individual Class Payment
21 calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
22 by all Participating Class Members during the Class Period and (b) multiplying the result by each
23 Participating Class Member's Work Weeks.

24 3.2.4.1. Tax Allocation of Individual Class Payments. 20.00% of
25 each Participating Class Member's Individual Class Payment will be allocated to settlement of
26 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
27 reported on an IRS W-2 Form. 80.00% of each Participating Class Member's Individual Class
28 Payment will be allocated to settlement of claims for interest 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.

1 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
2 amount of \$5,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,750.00)
3 allocated to the LWDA PAGA Payment and 25% (\$1,250.00) allocated to the Individual PAGA
4 Payments.

5 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
6 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
7 (\$1,250.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved
8 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
9 PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any
10 taxes owed on their Individual PAGA Payment.

11 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
12 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
13 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

14 **4. SETTLEMENT FUNDING AND PAYMENTS.**

15 4.1. Class Work Weeks and Aggrieved Employee Pay Periods. Based on a review of
16 their records to date, Defendants estimate there are 55 Class Members who collectively worked a
17 total of 1,272 Work Weeks, and 25 Aggrieved Employees who worked a total 936 PAGA Pay
18 Periods.

19 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
20 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
21 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
22 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
23 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
24 employees who need access to the Class Data to effect and perform under this Agreement.
25 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
26 Class Data omitted class member identifying information and to provide corrected or updated
27 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
28 Defendants 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.

1 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
2 Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the
3 Effective Date. The Gross Settlement Amount does not include Defendants' share of payroll taxes
4 which Defendants shall separately pay to the appropriate taxing entities.

5 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants
6 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
7 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
8 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
9 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
10 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
11 Payment shall not precede disbursement of Individual Class Payments and individual PAGA
12 Payments. Any envelope transmitting a settlement distribution to a Class Member shall bear the
13 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

14 4.4.1. The Administrator will issue checks for the Individual Class Payments
15 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
16 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
17 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
18 not cashed by the void date. The Administrator will send checks for Individual Settlement
19 Payments to all Participating Class Members (including those for whom Notice Packet was
20 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
21 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
22 Employees (including those for whom Notice Packet was returned undelivered). The
23 Administrator may send Participating Class Members a single check combining the Individual
24 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
25 must update the recipients' mailing addresses using the National Change of Address Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all
27 other Class Members whose checks are returned undelivered without USPS forwarding address.
28 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
forwarding address provided or to an address ascertained through the Class Member Address
Search. The Administrator need not take further steps to deliver checks to Class Members whose
re-mailed checks are returned as undelivered. The Administrator shall promptly send a

1 replacement check to any Class Member whose original check was lost or misplaced, requested
2 by the Class Member prior to the void date. The Administrator shall mail a reminder postcard to
3 any Class Member whose settlement distribution check has not be negotiated within 60 days after
4 the date of mailing. If (i) any of the Class Members are current employees of the Defendants, (ii)
5 the distribution mailed to those employees is returned to the Administrator as being undeliverable,
6 and (iii) the Administrator is unable to locate a valid mailing address, the Administrator shall
7 arrange with the Defendants to have those distributions delivered to the employees at their place
of employment.

8 4.4.3. For any Class Member whose Individual Class Payment check or
9 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
10 shall redistribute the funds represented by such checks to those Class Members who have cashed
11 their checks. For any redistributed checks that remain uncashed or cancelled after the void date,
12 the Administrator shall transmit the funds represented by such checks to the California
13 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no
"unpaid residue."

14 4.4.4. The payment of Individual Class Payments and individual PAGA
15 Payments shall not obligate Defendants to confer any additional benefits or make any additional
16 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
this Agreement.

17 **5. [OMITTED]**

18 **6. RELEASES OF CLAIMS.** Effective on the date when (1) Defendants fully fund the entire
19 Gross Settlement Amount and (2) provide written confirmation to Plaintiff's counsel that they have
20 paid the taxes owed on the Wage Portion of the Individual Class Payments to the appropriate tax
21 entities, Plaintiff, Class Members, and Class Counsel will release claims against all Released
Parties as follows:

22 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
24 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
25 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
26 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
27 that were, or reasonably could have been, alleged based on facts contained in the Operative

1 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.3,
2 below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to
3 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
4 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
5 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
6 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
7 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.

8 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
9 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
10 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

15 6.2 Release by Participating Class Members: All Participating Class Members, on
16 behalf of themselves and their respective former and present representatives, agents, attorneys,
17 heirs, administrators, successors, and assigns, release Released Parties from all claims stated in
18 the Operative Complaint and those based solely upon the facts alleged in the Operative
19 Complaint. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do
20 not release any other claims, including claims for vested benefits, wrongful termination, violation
21 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
22 workers' compensation, or claims based on facts occurring outside the Class Period.

23 6.3 Release of PAGA Claim. Plaintiff releases all claims for civil penalties that
24 could have been sought by the Labor Commissioner for the violations identified in Plaintiff's
25 pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any
26 Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

27 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree that

1 Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary
2 Approval”) that complies with the Court’s current checklist for Preliminary Approvals. A
3 Preliminary Approval Order form is attached as Exhibit E.

4 7.1 Defendants’ Declaration in Support of Preliminary Approval. Within ten (10)
5 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel
6 a signed Declaration from Defendants and Defense Counsel. In their Declaration, Defense
7 Counsel and Defendants shall aver whether they are aware of any other pending matter or action
8 asserting claims that will be extinguished or adversely affected by the Settlement. The Declaration
9 should state (i) whether the attorney is aware of any class, representative, or other collective action
10 in any other court in this or any other jurisdiction that asserts claims similar to those asserted in
11 this action on behalf of a class or group of individuals, some or all of whom would also be
12 members of the class defined in this action, and, if they are aware of such an action, (ii) the name
13 and case number of any such case, the nature of the claims asserted, the definition of the class,
14 other parties on whose behalf the action is brought, and the procedural status of that case.
15 Defendants’ declaration shall also include a statement on Defendants’ personal knowledge
16 concerning the likely age, education, and experience of the Class Members, and of their ability to
17 read and comprehend English and whether the Notice Packet should be translated to Spanish or
18 any other languages.

19 7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
20 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
21 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
22 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
23 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
24 and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration
25 from the Administrator attaching its “not to exceed” bid for administering the Settlement and
26 attesting to: (a) its willingness to serve; (b) its competency; operative procedures for protecting
27 the security of Class Data; (c) the amounts of insurance coverage it maintains for any data breach,
28 defalcation of funds or other misfeasance; (d) all facts relevant to any actual or potential conflicts
of interest with Class Members; and (e) the nature and extent of any financial relationship with
Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
her willingness and competency to serve and disclosing all facts relevant to any actual or potential

1 conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from
2 each Class Counsel firm attesting to its competency to represent the Class Members and its timely
3 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
4 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)) and
5 this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties'
6 Agreement showing all modifications made to the Model Agreement ready for filing with the
7 Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members
8 and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they
9 are not aware of any other pending matter or action asserting claims that will be extinguished or
adversely affected by the Settlement.

10 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
11 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
12 than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the
13 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
14 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
Approval to the Administrator.

15 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
16 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
17 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
18 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
19 Preliminary Approval or conditions Preliminary Approval on any material change to this
20 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
21 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
22 otherwise satisfy the Court's concerns as long as the proposed revisions do not increase the Gross
Settlement Amount.

23 **8. SETTLEMENT ADMINISTRATION.**

24 8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
25 Administration to serve as the Administrator and verified that, as a condition of appointment,
26 Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a
27 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
Expenses. The Parties and their Counsel represent that they have no interest or relationship,

1 financial or otherwise, with the Administrator other than a professional relationship arising out of
2 prior experiences administering settlements.

3 8.2 Employer Identification Number. The Administrator shall have and use its own
4 Employer Identification Number for purposes of calculating payroll tax withholdings and
5 providing reports state and federal tax authorities.

6 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
7 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
8 Regulation section 468B-1.

9 8.4 Notice to Class Members.

10 8.4.1 No later than three (3) business days after receipt of the Class Data, the
11 Administrator shall notify Class Counsel that the list has been received and state the number of
12 Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.

13 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
14 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
15 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
16 with Spanish translation, if applicable substantially in the forms attached to this Agreement as
17 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
18 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
19 Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate
20 these amounts. Before mailing Notice Packets, the Administrator shall update Class Member
21 addresses using the National Change of Address database.

22 8.4.3 Not later than 3 business days after the Administrator’s receipt of any
23 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
24 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
25 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
26 the Notice Packet to the most current address obtained. The Administrator has no obligation to
27 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
28 returned by the USPS a second time.

8.4.4 The deadlines for Class Members’ written objections, Challenges to Work
Weeks and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional
14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose

1 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
2 with the re-mailed Notice Packet.

3 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
4 otherwise discovers any persons who believe they should have been included in the Class Data
5 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
6 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
7 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
8 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
9 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
of Class Notice, or the deadline dates in the Class Notice, which ever are later.

10 8.5 Requests for Exclusion (Opt-Outs).

11 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
12 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
13 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
14 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
15 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
16 the Class Member's election to be excluded from the Settlement and includes the Class Member's
17 name, address and email address or telephone number. To be valid, a Request for Exclusion must
be timely faxed, emailed, or postmarked by the Response Deadline. A Request for Exclusion
form, attached as Exhibit B, may be used for this purpose but is not required.

18 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
19 because it fails to contain all the information specified in the Class Notice. The Administrator
20 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
21 identity of the person as a Class Member and the Class Member's desire to be excluded. The
22 Administrator's determination shall be final and not appealable or otherwise susceptible to
23 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
24 the Administrator may demand additional proof of the Class Member's identity. The
25 Administrator's determination of authenticity shall be final and not appealable or otherwise
susceptible to challenge.

26 8.5.3 Every Class Member who does not submit a timely and valid Request for
27 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all

1 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
2 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
3 Participating Class Member actually receives the Class Notice or objects to the Settlement.

4 8.5.4 Every Class Member who submits a valid and timely Request for
5 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
6 or have the right to object to the class action components of the Settlement. Aggrieved Employees
are eligible for an Individual PAGA Payment.

7 8.6 Challenges to Calculation of Work Weeks. Each Class Member shall have 60
8 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class
9 Members whose Notice Packet is re-mailed) to challenge the number of Work Weeks and PAGA
10 Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a
11 dispute. A Class Work Weeks/PAGA Pay Periods Dispute form, attached as Exhibit C, may be
12 used for this purpose but is not required. The Class Member may challenge the allocation by
13 communicating with the Administrator via fax, email or mail. The Administrator must encourage
14 the challenging Class Member to submit supporting documentation. In the absence of any
15 contrary documentation, the Administrator is entitled to presume that the Work Weeks contained
16 in the Class Notice are correct so long as they are consistent with the Class Data. The
17 Administrator's determination of each Class Member's allocation of Work Weeks and/or Pay
18 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
shall promptly provide copies of all challenges to calculation of Work Weeks and/or Pay Periods
to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

19 8.7 Objections to Settlement.

20 8.7.1 Only Participating Class Members may object to the class action
21 components of the Settlement and/or this Agreement, including contesting the fairness of the
22 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
Litigation Expenses Payment and/or Class Representative Service Payment.

23 8.7.2 Participating Class Members may send written objections to the
24 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
25 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
26 Hearing. A Participating Class Member who elects to send a written objection to the
27 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice

1 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An
2 The Objection form attached as Exhibit D may be used for this purpose but is not required.

3 8.7.3 Non-Participating Class Members have no right to object to any of the class
4 action components of the Settlement.

5 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
6 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
8 establish and maintain and use an internet website to post information of interest to Class
9 Members including the date, time and location for the Final Approval Hearing and copies of the
10 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
11 Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
12 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
13 Approval and the Judgment. The Administrator will also maintain and monitor an email address
14 and a toll-free telephone number to receive Class Member calls, faxes and emails.

15 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
16 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
17 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
18 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
19 and other identifying information of Class Members who have timely submitted valid Requests
20 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
21 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
22 Exclusion from Settlement submitted (whether valid or invalid).

23 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
24 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
25 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
26 Exclusion (whether valid or invalid) received, objections received, challenges to Work Weeks
27 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
28 and individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the
Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the

1 authority to address and make final decisions consistent with the terms of this Agreement on all
2 Class Member challenges over the calculation of Work Weeks and/or Pay Periods. The
3 Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

4 8.8.5 Administrator's Declaration. Not later than 14 days before the date by
5 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
6 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
7 for filing in Court attesting to its due diligence and compliance with all of its obligations under
8 this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets
9 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the
10 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
11 number of written objections and attach the Exclusion List. The Administrator will supplement
12 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
13 for filing the Administrator's declaration(s) in Court.

14 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
15 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
16 and Defense Counsel with a final report detailing its disbursements by employee identification
17 number only of all payments made under this Agreement. At least 15 days before any deadline
18 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
19 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
20 payments required under this Agreement. Class Counsel is responsible for filing the
21 Administrator's declaration in Court.

22 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on their records,
23 Defendants estimate that, as of the date of this Settlement Agreement, there are 55 Class Members
24 and 1,272 total Work Weeks during the Class period. If the number of Work Weeks and/or Class
25 Members as of the date the Court approves the settlement exceeds the referenced 1,272 Work
26 Weeks and/or 55 Class Members by more than 10.00%, the Gross Settlement Amount, including
27 the Class Counsel Fees Payment, the Class Representative Service Payment, and the LWDA
28 payment, will increase proportionally according to the number of additional Work Weeks or Class
Members, whichever results in a higher increase in the Gross Settlement Amount.

1 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
2 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
3 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
4 that, if Defendants withdraw, the Settlement Agreement shall be void ab initio, have no force or
5 effect whatsoever, and that neither Party will have any further obligation to perform under this
6 Settlement Agreement; provided, however, Defendants will remain responsible for paying all
7 Administration Expenses Payment incurred to that point. Defendants must notify Class Counsel
8 and the Court of their election to withdraw not later than 7 days after the Administrator sends the
9 final Exclusion List to Defense Counsel; late elections will have no effect.

10 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
11 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
12 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
13 subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for
14 Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel three (3)
15 court days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
16 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
17 disagreements concerning the Motion for Final Approval.

18 11.1 Response to Objections. Each Party retains the right to respond to any objection
19 raised by a Participating Class Member, including the right to file responsive documents in Court
20 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
21 by the Court.

22 11.2 Duty to Cooperate. If the Court denies the motion for final approval or conditions
23 Final Approval on any material change to the Settlement (including, but not limited to, the scope
24 of release to be granted by Class Members), the Parties will expeditiously work together in good
25 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
26 Approval as long as the proposed revisions do not increase the Gross Settlement Amount. The
27 Court's decision to award less than the amounts requested for the Class Representative Service
28 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
Administrator Expenses Payment shall not constitute a material modification to the Agreement
within the meaning of this paragraph.

1 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
2 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
3 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
4 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

5 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
6 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
7 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
8 respective counsel, and all Participating Class Members who did not object to the Settlement as
9 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
10 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
11 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
12 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
13 Parties' obligations to perform under this Agreement will be suspended until such time as the
14 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
15 the amount of the Net Settlement Amount.

16 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
17 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
18 material modification of this Agreement (including, but not limited to, the scope of release to be
19 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
20 expeditiously work together in good faith to address the appellate court's concerns and to obtain
21 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
22 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
23 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
24 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
25 as long as the Gross Settlement Amount remains unchanged.

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28 **12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
amended judgment.

1 **13. ADDITIONAL PROVISIONS.**

2 13.1 No Admission of Liability, Class Certification or Representative Manageability
3 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
4 claims. Nothing in this Agreement is intended or should be construed as an admission by
5 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
6 have any liability for any claims asserted; nor should it be intended or construed as an admission
7 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
8 certification and representative treatment is for purposes of this Settlement only. If, for any reason
9 the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants
10 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
11 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
12 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
13 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).

14 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
15 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
16 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
17 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
18 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
19 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
20 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
21 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
22 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
government agency.

23 Each Party agrees to immediately notify each other Party of any judicial or agency order,
24 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense
25 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
26 communication, before the filing of the Motion for Preliminary Approval, with any third party
27 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

1 communications with Class Members in accordance with Class Counsel's ethical obligations
2 owed to Class Members.

3 13.3 No Solicitation. The Parties separately agree that they and their respective
4 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
5 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
6 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
obligations owed to Class Members.

7 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
8 Agreement together with its attached exhibits shall constitute the entire agreement between the
9 Parties relating to the Settlement, superseding any and all oral representations, warranties,
covenants, or inducements made to or by any Party.

10 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
11 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
12 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
13 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
14 terms of this Agreement including any amendments to this Agreement.

15 13.6 Cooperation. The Parties and their counsel will cooperate with each other and
16 use their best efforts, in good faith, to implement the Settlement by, among other things,
17 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
18 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
19 the form or content of any document necessary to implement the Settlement, or on any
20 modification of the Agreement that may become necessary to implement the Settlement, the
Parties will seek the assistance of a mediator and/or the Court for resolution.

21 13.7 No Prior Assignments. The Parties separately represent and warrant that they
22 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
23 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
action, or right released and discharged by the Party in this Settlement.

24 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
25 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
26 Settlement be relied upon as such within the meaning of United States Treasury Department
27 Circular 230 (31 CFR Part 10, as amended) or otherwise.

1 13.9 Modification of Agreement. This Agreement, and all parts of it, may be
2 amended, modified, changed, or waived only by an express written instrument signed by all
3 Parties or their representatives, and approved by the Court.

4 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
5 inure to the benefit of, the successors of each of the Parties.

6 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
7 be governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any Party on the
11 basis that the Party was the drafter or participated in the drafting.

12 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
13 entered during Action and in this Agreement relating to the confidentiality of information shall
14 survive the execution of this Agreement.

15 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
16 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
17 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
18 connection with the Settlement, may be used only with respect to this Settlement, and no other
19 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
20 or rule of court. Not later than 90 days after the date when the Court discharges the
21 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
22 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
23 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
24 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

25 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
26 is inserted for convenience of reference only and does not constitute a part of this Agreement.

27 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
28 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
weekend or federal legal holiday, such date or deadline shall be on the first business day
thereafter.

 13.17 Notice. All notices, demands or other communications between the Parties in

1 connection with this Agreement will be in writing and deemed to have been duly given as of the
2 third business day after mailing by United States mail, or the day sent by email or messenger,
3 addressed as follows:

4 To Plaintiff:
5 David Glenn Spivak, Esq.
6 The Spivak Law Firm
7 8605 Santa Monica Bl
8 PMB 42554
9 West Hollywood, CA 90069
10 david@spivaklaw.com

11 To Defendant:
12 Garo Khajadourian, Esq.
13 Law Offices of Briggs & Alexander
14 4300 Campus Drive, Suite 210
15 Newport Beach, CA 92660
16 garo@briggsalexander.com

17 13.18 Execution in Counterparts. This Agreement may be executed in one or more
18 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
19 Agreement shall be accepted as an original. All executed counterparts and each of them will be
20 deemed to be one and the same instrument if counsel for the Parties will exchange between
21 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
22 the existence and contents of this Agreement.

23 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
24 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
25 agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP
26 section 583.310 for the entire period of this settlement process.

27 Dated: 04 / 03 / 2026, 2026

28 By: 
ARLENE APODACA

Dated: _____, 2026

By: _____
RAFI BARTANIYAN

1 connection with this Agreement will be in writing and deemed to have been duly given as of the
2 third business day after mailing by United States mail, or the day sent by email or messenger,
3 addressed as follows:

4 To Plaintiff:
5 David Glenn Spivak, Esq.
6 The Spivak Law Firm
7 8605 Santa Monica Bl
8 PMB 42554
9 West Hollywood, CA 90069
10 david@spivaklaw.com

11 To Defendant:
12 Garo Khajadourian, Esq.
13 Law Offices of Briggs & Alexander
14 4300 Campus Drive, Suite 210
15 Newport Beach, CA 92660
16 garo@briggsalexander.com

17 13.18 Execution in Counterparts. This Agreement may be executed in one or more
18 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
19 Agreement shall be accepted as an original. All executed counterparts and each of them will be
20 deemed to be one and the same instrument if counsel for the Parties will exchange between
21 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
22 the existence and contents of this Agreement.

23 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
24 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
25 agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP
26 section 583.310 for the entire period of this settlement process.

27 Dated: _____, 2026

28 By: _____
ARLENE APODACA

Dated: 4/16, 2026

By: _____
RAFI BARTANIYAN

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Dated: _____, 2026

By: _____
THOMAS VARTANIAN

Dated: _____, 2026

By: _____
RAFI BARTANIYAN for
R AND T OIL INCORPORATED

Dated: _____, 2026

By: _____
THOMAS VARTANIAN for
R AND T OIL INCORPORATED

THE SPIVAK LAW FIRM

04 / 02 / 2026
Dated: _____, 2026

By: 
DAVID GLENN SPIVAK, Attorneys
for Plaintiff

LAW OFFICES OF BRIGGS &
ALEXANDER

Dated: _____, 2026

By: _____
GARO KHAJADOURIAN, Attorneys
for Defendants

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Dated: 4/16, 2026

By: 
THOMAS VARTANIAN

Dated: 4/16, 2026

By: 
RAFI BARTANYAN for
R AND T OIL INCORPORATED

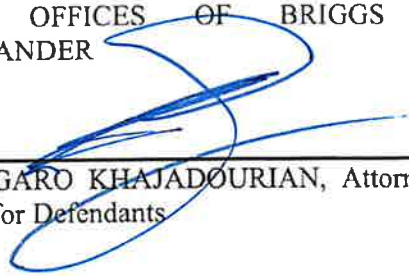
Dated: 4/16, 2026

By: 
THOMAS VARTANIAN for
R AND T OIL INCORPORATED

Dated: 04 / 02 / 2026, 2026

THE SPIVAK LAW FIRM
By: 
DAVID GLENN SPIVAK, Attorneys
for Plaintiff

Dated: 4/6, 2026

LAW OFFICES OF BRIGGS &
ALEXANDER
By: 
GARO KHAJADOURIAN, Attorneys
for Defendants

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EXHIBIT A

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

(case name: *Arlene Apodaca v. R And T Oil Incorporated* and number CVRI2402196)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against R And T Oil Incorporated, Rafi Bartaniyan, and Thomas Vartanian (“Defendants” is used herein as a placeholder) for alleged violations of California’s labor laws. The Action was filed by Defendants’ former employee Arlene Apodaca (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of 55 hourly employees that Defendants employed in California during the relevant Class Period of April 19, 2020 to _____ <<the date of preliminary approval of this Settlement>> (referred to as “Class Members”); and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for hourly employees who worked for Defendants in California during the PAGA Period of April 19, 2023 to _____ <<the date of preliminary approval of this Settlement>> (referred to as “Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is <<\$increment type value>> and a Pay Period is <<@PayPeriodValue>>. 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 Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period. The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you worked <<__>> Work Weeks** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Work Weeks or

1 Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4
2 of this Notice.

3 The Court has already preliminarily approved the proposed Settlement and approved this
4 Notice. The Court has not yet decided whether to grant final approval. The Court has
5 determined only that there is sufficient evidence to suggest that the proposed settlement
6 might be fair, adequate, and reasonable, and that any final determination of those issues
7 will be made at the Final Approval Hearing. Your legal rights are affected whether you act or
8 not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.
9 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 Defendants to
make payments under the Settlement and requires Class Members and Aggrieved Employees to
give up their rights to assert certain claims against Defendants.

10 If you worked for Defendants during the Class Period and/or the PAGA Period, you have
11 two basic options under the Settlement:

12 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
13 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
14 Participating Class Member, though, you will give up your right to assert Class Period wage
claims and PAGA Period civil penalty claims against Defendants.

15 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
16 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
17 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
18 Class Payment. You will, however, preserve your right to personally pursue Class Period claims
for California labor law violations against Defendants, and, if you are an Aggrieved Employee,
you remain eligible for an Individual PAGA Payment. **You cannot opt-out of the PAGA portion
of the proposed Settlement.**

19 **Defendants will not retaliate against you for any actions you take with respect to the
20 proposed Settlement.**

21 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

22 You Don't Have to Do 23 Anything to Participate 24 in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
25 You Can Opt-out of the 26 Class Settlement but not 27 the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Request for Exclusion form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an

The Opt-out Deadline is <<RESPONSE DEADLINE>>	Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendants from civil penalties they may owe to the Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Weeks / Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Work Weeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Class Work Weeks/PAGA Pay Periods Dispute form for this purpose.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay wages for all hours worked, failing to provide meal periods, failing to authorize and permit rest periods, failing to indemnify for business expenses, failing to issue proper wage statements, failing to timely pay wages, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the

1 PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by
2 attorney in the Action: David Glenn Spivak of The Spivak Law Firm (“Class Counsel”).

3 Defendants strongly deny violating any laws or failing to pay any wages and contend they
4 complied with all applicable laws.

5 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

6 So far, the Court has made no determination whether Defendants or Plaintiff are correct on the
7 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
8 effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather
9 than continuing the expensive and time-consuming process of litigation. The negotiations were
10 successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to
11 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff
12 and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final
13 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
14 agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

15 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
16 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
17 considering the strength of the claims and the risks and uncertainties of continued litigation; and
18 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
19 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
20 Notice, and scheduled a hearing to determine Final Approval.

21 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

22 A. Gross Settlement Amount. Defendants Will Pay \$200,000.00 as the Gross
23 Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross
24 Settlement into an account controlled by the Administrator of the Settlement. The Administrator
25 will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments,
26 Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
27 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
28 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become
final. The Judgment will be final on the date the Court enters Judgment, or a later date if
Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval
Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
from the Gross Settlement, the amounts of which will be decided by the Court at the Final
Approval Hearing:

1. Attorney Fees and Costs. Up to \$66,666.66 (33 and 1/3%) of the Gross
Settlement to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses.
These amounts are subject to Court’s final approval. To date, Class Counsel have worked and

1 incurred expenses on the Action without payment.

2 2. Class Representative Service Payment. Up to \$10,000.00 as a Class
3 Representative Service Payment for filing the Action, working with Class Counsel and
4 representing the Class. This amount is subject to Court's final approval A Class Representative
5 Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual
6 Class Payments and any Individual PAGA Payments.

7 3. Administration Expenses. Up to \$6,000.00 to the Administrator for
8 services administering the Settlement.

9 4. PAGA Penalties. Up to \$5,000.00 for PAGA Penalties, allocated 75% to
10 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
11 based on their PAGA Period Pay Periods. The Administrator will report the Individual PAGA
12 Payments on IRS 1099 Forms.

13 Participating Class Members have the right to object to any of these deductions. The Court
14 will consider all objections.

15 Based on their records, Defendants estimated that, as of the date of the Settlement, (1)
16 there are 55 Class Members and 1,272 Total Work Weeks during the Class period. If the number
17 of Work Weeks and/or Class Members as of the date the Court approves the settlement exceeds
18 the referenced 1,272 Work Weeks and/or 55 Class Members by more than 10.00%, the Gross
19 Settlement Amount, including the Class Counsel Fees Payment, the Class Representative Service
20 Payment, and the LWDA payment, will increase proportionally according to the number of
21 additional Work Weeks or Class Members, whichever results in a higher increase in the Gross
22 Settlement Amount.

23 C. Net Settlement Distributed to Class Members. After making the above deductions
24 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
25 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
26 Members based on their Class Period Work Weeks.

27 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
28 the Court to approve an allocation of 20.00% of each Individual Class Payment to taxable wages
("Wage Portion") and 80.00% to interest and penalties ("Non-Wage Portion."). The Wage Portion
is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are
counted as penalties rather than wages for tax purposes. The Administrator will report the
Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
you any advice on whether your Payments are taxable or how much you might owe in taxes. You
are responsible for paying all taxes (including penalties and interest on back taxes) on any

1 Payments received from the proposed Settlement. You should consult a tax advisor if you have
2 any questions about the tax consequences of the proposed Settlement.

3 E. Need to Promptly Cash Payment Checks. The front of every check issued for
4 Individual Class Payments and individual PAGA Payments will show the date when the check
5 expires (the void date). If you don't cash it by the void date, your check will be automatically
6 cancelled, and the monies will be redistributed to those who cashed their checks

7 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
8 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
9 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
10 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
11 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
12 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
13 Member's name, present address, telephone number, and a simple statement electing to be
14 excluded from the Settlement. You may use the enclosed Request for Exclusion form for this
15 purpose. Excluded Class Members (i.e., Non-Participating Class Members) will not receive
16 Individual Class Payments, but will preserve their rights to personally pursue claims against
17 Defendants for violations of California's labor laws.

18 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
19 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
20 Individual PAGA Payments and Plaintiff releases Defendants from civil penalties they may owe
21 to the Aggrieved Employees.

22 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
23 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
24 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
25 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
26 pay any money and Class Members will not release any claims against Defendants.

27 H. Administrator. The Court has appointed a neutral company, Apex Class Action
28 Administration (the "Administrator") to send this Notice, calculate and make payments, and
process Class Members' Requests for Exclusion. The Administrator will also decide Class
Member Challenges over Work Weeks, mail and re-mail settlement checks and tax forms, and
perform other tasks necessary to administer the Settlement. The Administrator's contact
information is contained in Section 9 of this Notice.

I. Participating Class Members' Release. After the Judgment is final and Defendants
have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
Participating Class Members will be legally barred from asserting any of the claims released under
the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
their officers, directors, employees, and agents for wages based on the Class Period facts and
PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
Settlement.

1 The Participating Class Members will be bound by the following release:

2
3 All Participating Class Members, on behalf of themselves and their respective
4 former and present representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns, release Released Parties from all claims stated in the
6 Operative Complaint and those based solely upon the facts alleged in the Operative
7 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
8 Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and
Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period.

9 J. The PAGA Release. After the Court's judgment is final, and Defendants have paid
10 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
11 claims for civil penalties that could have been sought by the Labor Commissioner for the
violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

12 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

13 A. Individual Class Payments. The Administrator will calculate Individual Class
14 Payments by (a) dividing the Net Settlement Amount by the total number of Work Week worked
15 by all Participating Class Members, and (b) multiplying the result by the number of Work Week
worked by each individual Participating Class Member.

16 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
17 Payments by (a) dividing \$1,250.00 by the total number of PAGA Pay Periods worked by all
18 Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods
worked by each individual Aggrieved Employee.

19 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
20 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
21 Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have
22 until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or Pay Periods
23 credited to you. You can submit your challenge by signing and sending a letter to the
Administrator by email, fax or regular U.S. mail. You can use the enclosed Class Work
Weeks/PAGA Pay Periods Dispute form for this purpose. Section 9 of this Notice has the
Administrator's contact information.

24 You need to support your challenge by submitting copies of pay stubs or other records.
25 The Administrator will accept Defendants' calculation of Work Weeks and/or Pay Periods based
26 on Defendants' records as accurate unless you send copies of records containing contrary
27 information. You should send copies rather than originals because the documents will not be
returned to you. The Administrator will resolve Work Week and/or Pay Period challenges based

on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the enclosed Request for Exclusion form for this purpose. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Arlene Apodaca vs. R And T Oil Incorporated*, Case No. CVRI2402196, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them and the Settlement

1 Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's
2 website <<COURT WEBSITE>>.

3 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
4 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
5 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
6 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
7 Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
8 object to, why you object, and any facts that support your objection. Make sure you identify the
9 Action, *Arlene Apodaca vs. R And T Oil Incorporated*, case no. CVRI2402196, and include your
10 name, current address, telephone number, and approximate dates of employment for Defendants
11 and sign the objection. Section 9 of this Notice has the Administrator's contact information. You
12 may use the enclosed Objection form for this purpose. You should send your objection to the
Administrator by email, fax, or send by regular U.S. mail.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
to tell the Court what you object to, why you object, and any facts that support your objection.
See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
Hearing.

13 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

14 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
15 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department Dept. 1 of the
16 Riverside Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside,
17 CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the
18 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
19 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
20 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
21 or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
22 (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current
information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
to verify the date and time of the Final Approval Hearing.

23 **9. HOW CAN I GET MORE INFORMATION?**

24 The Class Action and PAGA Settlement Agreement ("Agreement") sets forth everything
25 Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to
26 read the Agreement, the Judgment or any other Settlement documents is to go to the
27 Administrator's website at <<CLERK OF COURT'S PHONE NUMBER>>. You can also telephone
or send an email to Class Counsel or the Administrator using the contact information listed below,
or consult the Superior Court website by going to (<http://www.<< COURT'S WEBSITE>>.aspx>)

1 and entering the Case Number for the Action, Case No. CVRI2402196. You can also make an
2 appointment to personally review court documents in the Clerk's Office at the Riverside Historic
Courtthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

3 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
4 **ABOUT THE SETTLEMENT.**

5 Class Counsel:

6 Name of Attorney: David Glenn Spivak
7 Email Address: david@spivaklaw.com
8 Name of Firm: The Spivak Law Firm
9 Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
10 Telephone: (213) 725-9094

11 Administrator:

12 Name of Company: Apex Class Action Administration
13 Email Address: _____
14 Mailing Address: _____
Telephone: _____
Fax Number: _____

15 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

16 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
17 as long as you request a replacement before the void date on the face of the original check. If
18 your check is already void, you will have no way to recover the money.

19 **11. WHAT IF I CHANGE MY ADDRESS?**

20 To receive your check, you should immediately notify the Administrator if you move or otherwise
21 change your mailing address.
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EXHIBIT B

1 *Apodaca v. R And T Oil Incorporated*
2 **Superior Court of the State of California, County of Riverside**
3 Case No. CVRI2402196

4 **REQUEST FOR EXCLUSION FORM**

5 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR**
6 **A SHARE OF THE SETTLEMENT PROCEEDS,**
7 **DO NOT FILL OUT THIS FORM.**

8 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND**
9 **SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR**
10 **POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

11 *Apodaca v. R And T Oil Incorporated* Class Action Administrator
12 c/o ____
13 ____
14 ____

15 I declare as follows: I have received notice of the proposed settlement in this action and I wish to be
16 excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be
17 bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the
18 Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved
19 Employee under the Settlement, I will still receive an Individual PAGA Payment.

20 ____
21 (Typed or Printed Name)

22 ____
23 (Address)

24 ____
25 (City, State, Zip Code)

26 ____
27 (Telephone Number, Including Area Code)

28 ____
(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
correct and was executed on ____.

Dated: ____.
(Signature)

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EXHIBIT C

1 **CLASS WORK WEEKS/PAGA PAY PERIODS DISPUTE FORM**

2 Superior Court of The State of California
3 For The County of Riverside
4 *Arlene Apodaca v. R And T Oil Incorporated*, Case No. CVRI2402196

5 Indicate Name/Address Changes, if any:

6 <<Name>>

7 <<Address>>

8 <<City>>, <<State>> <<Zip Code>>

9 XX – XX -

10 The amount of your estimated Settlement Award is based upon the number of eligible Work
11 Weeks you worked between April 19, 2020 and <<the date the Court preliminarily approves this
12 class action settlement>> and eligible PAGA Pay Periods you worked between April 19, 2023
13 and <<the date the Court preliminarily approves this class action settlement>>. “Work Week”
14 means any week during which a Class Member worked for Defendants for at least one day, during
15 the Class Period. “PAGA Pay Period” means any Pay Period during which an Aggrieved
16 Employee worked for Defendants for at least one day during the PAGA Period. The number of
17 Work Weeks and PAGA Pay Periods applicable to your claim are set forth below.

18 **YOUR ELIGIBLE WORKWEEKS/ PAY PERIODS**

19 Defendants’ records indicate that you worked <<number of Workweeks>> Work Weeks between
20 April 19, 2020 and <<the date the Court preliminarily approves this class action settlement>>
21 and <<number of PAGA Pay Periods>> PAGA Pay Periods between April 19, 2023 through
22 <<the date the Court preliminarily approves this class action settlement.>>

23 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

24 Under the terms of the Class Action Settlement, you are entitled to receive an Individual Class
25 Payment in the approximate estimated amount of <<\$Class Settlement Share Amount>>, minus
26 all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into
27 effect. This process may take six months or more. You will receive a Form W-2 reflecting the
28 payment to you. Your Settlement Share reflected on this Notice is only an estimate. The exact
amount of the payment could vary, up or down. You are also entitled to receive an Individual
PAGA Payment in the approximate estimated amount of <<\$PAGA Settlement Share Amount>>

If you wish to dispute the number of Work Weeks or PAGA Pay Periods credited to you, or
anything else about your employment status, you must complete and return this form by
indicating what you believe is incorrect on the blank lines below and return it on or before
<<RESPONSE DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with
proof of the submission date (such as a postmark or delivery service date stamp). You may use
this Class Work Weeks/PAGA Pay Periods Dispute form for this purpose. You must also send
any documents or other information that you contend supports your belief that the information

1 set forth above is incorrect. The Administrator will resolve any dispute based upon Defendants'
2 records and any information you provide. Please be advised that the information on this Work
3 Week/ PAGA Pay Period Dispute Form is presumed to be correct unless the documents you
submit are company records from Defendants.

6 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF**
7 **WORKWEEKS OR PAGA PAY PERIODS, RECEIPT OF A SETTLEMENT**
8 **PAYMENT, OR YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE**
9 **ANY ACTION**

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EXHIBIT D

1 **OBJECTION FORM**

2 ***Arlene Apodaca v. R And T Oil Incorporated***
3 **Superior Court of the State California, County of Riverside**
4 **Case No. CVRI2402196**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
14 **SHOULD EMAIL IT TO <<_____@_____.COM>>, FAX IT TO <<XXX-XXX-**
15 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
16 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
17 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

18 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
19 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
20 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
21 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 [] I OBJECT to the *Arlene Apodaca v. R And T Oil Incorporated* Settlement on the
27 following grounds (if additional space necessary, please include additional sheets of paper):

28 _____

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2026

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: << _____@_____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Arlene Apodaca v. R And T Oil Incorporated Administrator
[ADDRESS]

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EXHIBIT E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
(UNLIMITED JURISDICTION)

ARLENE APODACA, on behalf of herself and all others similarly situated, and the general public, and as an “Aggrieved Employee” on behalf of other “Aggrieved Employees” and the State of California under the Private Attorneys General Act of 2004,

Plaintiff,

vs.

R AND T OIL INCORPORATED, a California corporation; RAFI BARTANIYAN, an individual; THOMAS VARTANIAN, an individual; and DOES 1–50, inclusive,
Defendants.

Case No. CVRI2402196

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: April 19, 2024
Dept: Dept. 1, The Honorable
Harold W. Hopp

The Motion of Plaintiff Arlene Apodaca (hereafter referred to as “Plaintiff”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, the Honorable Harold W. Hopp presiding. The Court having considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”), and

1 supporting papers, HEREBY ORDERS THE FOLLOWING:

2 1. The Court grants preliminary approval of the settlement and the Settlement Class
3 based upon the terms set forth in the Settlement Agreement filed as an Exhibit to the Motion for
4 Preliminary Approval. All terms herein shall have the same meaning as defined in the Settlement
5 Agreement. The Court has determined only that there is sufficient evidence to suggest that the
6 proposed settlement might be fair, adequate, and reasonable, and that any final determination of
7 those issues will be made at the final hearing. The Court will make a determination at the hearing
8 on the motion for final approval of class action settlement (the “Final Approval Hearing”) as to
9 whether the settlement is fair, adequate and reasonable to the Settlement Class.
10

11 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
12 all persons employed by Defendants in California and classified as non-exempt, hourly employees
13 who worked for Defendants anytime during the Class Period. The “Class Period” shall mean the
14 period of time from April 19, 2020, through the date of preliminary approval of this settlement.
15

16 3. Based on its records, Defendants estimate that, as of the date of the Settlement
17 Agreement, there are 55 Class Members and 1,272 Total Work Weeks during the Class period. If
18 the Work Weeks and/or Class Members as of the date the Court approves the settlement exceeds
19 the referenced 1,272 Work Weeks and/or 55 Class Members by more than 10%, the Gross
20 Settlement Amount, including the Class Counsel Fees Payment, the Class Representative Service
21 Payment, and the LWDA payment, will increase proportionally according to the number of
22 additional Work Weeks or Class Members, whichever results in a higher increase in the Gross
23 Settlement Amount.
24

25 4. “Effective Date” means the date by which both of the following have occurred: (a)
26 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
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1 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
2 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
3 one or more Participating Class Members objects to the Settlement, the day after the deadline for
4 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
5 day after the appellate court affirms the Judgment and issues a remittitur.
6

7 5. This action is provisionally certified pursuant to section 382 of the California Code
8 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
9 purposes of settlement only with respect to the proposed Settlement Class.

10 6. Not later than 15 days after the Court grants Preliminary Approval of the
11 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
12 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
13 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
14 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
15 employees who need access to the Class Data to effect and perform under the Settlement
16 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
17 discover that the Class Data omitted class member identifying information and to provide
18 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
19 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
20 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
21 issues related to missing or omitted Class Data.
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23
24 7. No later than three (3) business days after receipt of the Class Data, the
25 Administrator shall notify Class Counsel that the list has been received and state the number of
26 Class Members, Aggrieved Employees, Work Weeks, and PAGA Pay Periods in the Class Data.
27

8. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet with Spanish translation, if applicable, substantially in the forms attached to this order as **Exhibits A, B, C, and D**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses using the National Change of Address database.

9. Not later than 3 business days after the Administrator's receipt of any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by the USPS a second time.

10. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak Law Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's contact information is Garo Khajadourian, Esq., Law Offices of Briggs & Alexander, 4300 Campus Drive, Suite 210, Newport Beach, CA 92660.

11. The deadlines for Class Members' written objections, Challenges to Work Weeks and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is

1 re-mailed. The Administrator will inform the Class Member of the extended deadline with the
2 re-mailed Notice Packet.

3 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
4 discovers any persons who believe they should have been included in the Class Data and should
5 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
6 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
7 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
8 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
9 requiring them to exercise options under the Settlement Agreement not later than 14 days after
10 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

12 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
13 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
14 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
15 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
16 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
17 the Class Member's election to be excluded from the Settlement and includes the Class Member's
18 name, address and email address or telephone number. To be valid, a Request for Exclusion must
19 be timely faxed, emailed, or postmarked by the Response Deadline. A Request for Exclusion
20 form, attached as Exhibit B, may be used for this purpose but is not required.

22 14. The Administrator may not reject a Request for Exclusion as invalid because it
23 fails to contain all the information specified in the Class Notice. The Administrator shall accept
24 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
25 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
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1 determination shall be final and not appealable or otherwise susceptible to challenge. If the
2 Administrator has reason to question the authenticity of a Request for Exclusion, the
3 Administrator may demand additional proof of the Class Member's identity. The Administrator's
4 determination of authenticity shall be final and not appealable or otherwise susceptible to
5 challenge.

6
7 15. Every Class Member who does not submit a timely and valid Request for Exclusion
8 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
9 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
10 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
11 Participating Class Member actually receives the Class Notice or objects to the Settlement.

12
13 16. Every Class Member who submits a valid and timely Request for Exclusion is a
14 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
15 right to object to the class action components of the Settlement. Plaintiff releasees all claims for
16 civil penalties that could have been sought by the Labor Commissioner for the violations
17 identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for
18 wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
19 Participating Class Member.

20
21 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60 days
22 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
23 whose Notice Packet is re-mailed) to challenge the number of Work Weeks and PAGA Pay
24 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
25 A Class Work Weeks/PAGA Pay Periods Dispute form, attached as Exhibit C, may be used for
26 this purpose but is not required. The Class Member may challenge the allocation by
27

1 communicating with the Administrator via fax, email or mail. The Administrator must encourage
2 the challenging Class Member to submit supporting documentation. In the absence of any
3 contrary documentation, the Administrator is entitled to presume that the Work Weeks contained
4 in the Class Notice are correct so long as they are consistent with the Class Data. The
5 Administrator's determination of each Class Member's allocation of Work Weeks and/or Pay
6 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
7 shall promptly provide copies of all challenges to calculation of Work Weeks and/or Pay Periods
8 to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

10 18. Objections to Settlement. Only Participating Class Members may object to the
11 class action components of the Settlement and/or this Agreement, including contesting the
12 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
13 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

15 19. Participating Class Members may send written objections to the Administrator, by
16 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
17 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
18 Participating Class Member who elects to send a written objection to the Administrator must do
19 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
20 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
21 as Exhibit D may be used for this purpose but is not required.

23 20. Non-Participating Class Members have no right to object to any of the class action
24 components of the Settlement.

25 21. Not later than 14 days before the date by which Plaintiff is required to file the
26 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
27

1 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
2 compliance with all of its obligations under the Settlement Agreement, including, but not limited
3 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
4 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
5 from Settlement it received (both valid or invalid) authenticating a copy of every Request for
6 Exclusion received, the number of written objections, authenticating a copy of every Objection
7 form received, and attach the Exclusion List. The Administrator will supplement its declaration
8 as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
9 Administrator's declaration(s) in Court.
10

11 22. The Court approves, as to form and content, the Class Notice in substantially the
12 form attached as Exhibit A to this Order, the Request for Exclusion form in substantially the form
13 attached as Exhibit B to this Order, the Class Work Weeks/ PAGA Pay Periods Dispute form in
14 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
15 the form attached as Exhibit D to this Order.
16

17 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
18 Spivak Law Firm as Class Counsel.

19 24. The Court approves, for settlement purposes only, Arlene Apodaca as the Class
20 Representative.
21

22 25. The Court approves Apex Class Action Administration as the Administrator.

23 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
24 costs subject to final review by the Court.

25 27. The Court preliminarily approves the Administration Expenses Payment subject
26 to final review by the Court.
27

28. The Court preliminarily approves Plaintiff's Class Representative Service Payment subject to final review by the Court.

29. A Final Approval Hearing shall be held on ____ at _____.m. in Department Dept. 1 of the Superior Court for the State of California, County of Riverside, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Service Payment to the Class Representative. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of the motion for final approval.

30. If for any reason the Court does not execute and file a Final Approval Order and judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

31. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

IT IS SO ORDERED.

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THE HONORABLE HAROLD W.

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HOPP
SUPERIOR COURT JUDGE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
(UNLIMITED JURISDICTION)

ARLENE APODACA, on behalf of herself and all others similarly situated, and the general public, and as an “Aggrieved Employee” on behalf of other “Aggrieved Employees” and the State of California under the Private Attorneys General Act of 2004,

Plaintiff,

vs.

R AND T OIL INCORPORATED, a California corporation; RAFI BARTANIYAN, an individual; THOMAS VARTANIAN, an individual; and DOES 1–50, inclusive,
Defendants.

Defendant(s).

Case No. CVRI2402196

[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT

Action filed: April 19, 2024
Dept: Dept. 1, The Honorable
Harold W. Hopp

This matter came on for hearing on ____ at ____m. in Department Dept. 1 of the above-captioned court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Class Action Settlement PAGA Settlement Agreement and Class Notice (the “Settlement Agreement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of up to \$200,000.00 in compromise of all disputed claims on behalf of all persons employed by Defendants in California and classified as

1 non-exempt, hourly employees who worked for Defendants anytime during the Class Period of
2 April 19, 2020 to _____ <<the date of preliminary approval of this settlement>>. All
3 capitalized terms used herein shall have the same meaning as defined in the Settlement
4 Agreement. The Settlement Agreement was filed with the Court on _____ and was attached to
5 _____ as Exhibit _____.

6
7 In accordance with the Court's prior Order Granting Preliminary Approval of Class
8 Action Settlement, Class Members have been given notice of the terms of the settlement and the
9 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
10 terms. Having received and considered the Settlement Agreement, the supporting papers filed by
11 the Parties, and the evidence and argument received by the Court in conjunction with the motions
12 for preliminary and final approval of the Settlement, the Court grants final approval of the
13 settlement and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE
14 FOLLOWING DETERMINATIONS¹:

15
16 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
17 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
18 Approval of Class Action Settlement of _____, the Notice Packet was sent
19 to each Class Member by First Class U.S. mail. The Notice Packet informed Class Members of
20 the terms of the Settlement, their right to receive their proportional share of the Settlement, their
21 right to request exclusion, their right to comment upon or object to the Settlement, and their right
22 to appear in person or by counsel at the final approval hearing and be heard regarding final
23 approval of the Settlement. Adequate periods of time were provided by each of these procedures.
24

25
26 _____
27 ¹ A true and correct copy of the Court's order ruling on the Motion for Final Approval of Class
28 Action Settlement entered on _____ is attached hereto as **Exhibit A** and
incorporated by reference.

1 No member of the Settlement Class presented written objections to the proposed Settlement as
2 part of this notice process, stated an intention to appear, or actually appeared at the final approval
3 hearing.

4 2. For purposes of this Final Order and Judgment, the Class Members are all persons
5 employed by Defendants in California and classified as non-exempt, hourly employees who
6 worked for Defendants anytime during the Class Period of April 19, 2020 to _____ <<the date
7 of preliminary approval of this settlement>>. The Participating Class Members are all Class
8 Members who did not submit a valid and timely Request for Exclusion from the Settlement. The
9 Court finds ____ Class Member(s) - ____ - submitted a request for exclusion from the Settlement
10 as determined by the Administrator and therefore is/are not Participating Class Members.

11 3. The Court finds and determines that the notice procedure afforded adequate
12 protections to Class Members and provides the basis for the Court to make an informed decision
13 regarding final approval of the Settlement based on the responses of Class Members. The Court
14 finds and determines that the notice provided in this case was the best notice practicable, which
15 satisfied the requirements of law and due process as to all persons entitled to such notice.

16 4. **Release by Plaintiff.** Effective on the date when (1) Defendants fully fund the
17 entire Gross Settlement Amount and (2) provide written confirmation to Plaintiff's counsel that they
18 have paid the taxes owed on the Wage Portion of the Individual Class Payments to the appropriate
19 tax entities, Plaintiff and her respective former and present spouses, representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
21 Parties from all claims, transactions, or occurrences that occurred during the Class Period,
22 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
23 based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or
24

1 reasonably could have been, alleged based on facts contained in the Operative Complaint,
2 Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.3, below
3 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
4 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
5 social security benefits, workers' compensation benefits that arose at any time, or based on
6 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
7 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
8 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
9 notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes
10 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
11 benefits, if any, of section 1542 of the California Civil Code, which reads:

12
13 **A general release does not extend to claims that the creditor or releasing party**
14 **does not know or suspect to exist in his or her favor at the time of executing**
15 **the release, and that if known by him or her would have materially affected his**
16 **or her settlement with the debtor or Released Party.**

17 5. **Release by Participating Class Members.** All Participating Class Members, on
18 behalf of themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, release Released Parties from all claims stated in
20 the Operative Complaint and those based solely upon the facts alleged in the Operative
21 Complaint. Participating Class Members do not release any other claims, including claims for
22 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
23 unemployment insurance, disability, social security, workers' compensation, or claims based on
24 facts occurring outside the Class Period. This release will not take effect until Defendants have
25 (1) paid the Gross Settlement Amount in full per this Settlement Agreement and (2) have provided
26 written confirmation to Plaintiff's counsel that they have paid the taxes owed on the Wage Portion of
27

1 the Individual Class Payments to the appropriate tax entities.

2 6. **PAGA Release**. Effective on the date when (1) Defendants fully fund the entire
3 Gross Settlement Amount and (2) provide written confirmation to Plaintiff's counsel that they have
4 paid the taxes owed on the Wage Portion of the Individual Class Payments to the appropriate tax
5 entities, Plaintiff releases all claims for civil penalties that could have been sought by the
6 Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA;
7 Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such
8 Aggrieved Employee is a Participating Class Member.

10 4. The Court further finds and determines that the terms of the settlement are fair,
11 reasonable and adequate, that the settlement is ordered finally approved, and that all terms and
12 provisions of the settlement, including the release of claims contained therein, should be and
13 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
14 Agreement according to its terms. As of the Effective Date, and for the duration of the Settlement
15 Class Period, and after Defendants have fully funded the entire Gross Settlement Amount and
16 have provided written confirmation to Plaintiff's counsel that they have paid the taxes owed on the
17 Wage Portion of the Individual Class Payments to the appropriate tax entities, all Participating Class
18 Members are hereby deemed to have waived and released all Released Claims and are forever
19 barred and enjoined from prosecuting the Released Claims against the Released Parties as fully
20 set forth in the Settlement. Because no objections were received by the Parties or the Court
21 through the date of this Final Order and Judgment, the "Effective Date" means the day the Court
22 entered this Judgment.

25 5. The Court finds and determines that (a) the Settlement Shares to be paid to
26 Participating Class Members and (b) the LWDA payment as civil penalties under the California
27

1 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
2 2699 *et seq.*, as provided for by the Settlement Agreement are fair and reasonable. The Court
3 hereby grants final approval to, and orders the payment of, those amounts be made to the
4 Participating Class Members and to the California Labor & Workforce Development Agency
5 (“LWDA”), in accordance with the terms of the Settlement Agreement.
6

7 6. The Court further grants final approval to and orders that the following payments
8 be made in accordance with the terms of the Settlement Agreement:

9 a. Class Counsel fees & costs of \$66,666.66 in attorneys’ fees and \$20,000.00
10 in litigation costs to Class Counsel;

11 b. \$10,000.00 as a Class Representative Service Payment award payable to
12 Plaintiff for her services as a Class Representative;

13 c. \$_____ as an Administration Expense Payment to Apex Class
14 Action Administration for its services as the Administrator; and
15

16 d. Payment of \$3,750.00 (75% of the (\$5,000.00 PAGA penalty) to the
17 LWDA.

18 7. The settlement shall proceed as directed in the Settlement Agreement, and no
19 payments pursuant to the settlement shall be distributed until after the Effective Date. Without
20 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
21 of all matters relating to the interpretation, administration, implementation, effectuation and
22 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
23 Court 3.769(h).
24

25 8. Within 14 calendar days of the Effective Date, Defendants shall deposit the entire
26 settlement proceeds in an account designated by the Administrator: (i) the total amount of all
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1 Individual Class Payments to Participating Class Members, (ii) the Court approved Class Counsel
2 Fees Payment and Class Counsel Litigation Expenses Payment, (iii) the Court-approved Class
3 Representative Service Payment, (iv) the Court-approved Administration Expenses Payment, (v)
4 the payment to the LWDA, and (vi) the total amount of all Individual PAGA Payments to
5 Aggrieved Employees.

6
7 9. Defendants' payment of such sums and the employer payroll taxes, which
8 Defendants shall pay directly to the appropriate taxing entities in addition to and separate from
9 the Gross Settlement Amount, shall be the sole financial obligation of Defendants under the
10 settlement, and shall be in full satisfaction of all claims released herein, including, without
11 limitation, all claims for wages, penalties, interest, attorneys' fees, costs and expenses.

12 10. Within 14 days after Defendants fund the Gross Settlement Amount, the
13 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
14 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
15 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
16 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
17 Expenses Payment and the Class Representative Service Payment shall not precede disbursement
18 of Individual Class Payments and individual PAGA Payments. Any envelope transmitting a
19 settlement distribution to a Class Member shall bear the notation, "YOUR CLASS ACTION
20 SETTLEMENT CHECK IS ENCLOSED." The Administrator shall mail a reminder postcard to
21 any Class Member whose settlement distribution check has not be negotiated within 60 days after
22 the date of mailing. If (i) any of the Class Members are current employees of the Defendants, (ii)
23 the distribution mailed to those employees is returned to the Administrator as being undeliverable,
24 and (iii) the Administrator is unable to locate a valid mailing address, the Administrator shall
25
26
27

1 arrange with the Defendants to have those distributions delivered to the employees at their place
2 of employment.

3 11. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
4 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
5 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
6 shall redistribute any amounts from voided settlement checks and otherwise unclaimed, plus
7 interest at the legal rate of interest from the date of entry of the initial judgement to those Class
8 Members who have cashed their checks. For any redistributed checks that remain uncashed or
9 cancelled after the void date, the Administrator shall transmit the funds represented by such
10 checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
11 thereby leaving no "unpaid residue."
12

13 12. The Parties shall file a final accounting report by _____. A non-appearance case
14 review re submission of a final report is scheduled for ____ at _____.m. in Department Dept. 1.
15

16 13. Nothing in this Final Order and Judgment shall preclude any action to enforce the
17 Parties' obligations under the settlement or hereunder, including the requirement that Defendants
18 deposit funds for distribution by the Administrator to Participating Class Members in accordance
19 with the Settlement Agreement.

20 14. The Court hereby enters final judgment in this case in accordance with the terms
21 of the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement,
22 and this Final Order and Judgment.
23

24 15. The Parties are hereby ordered to comply with the terms of the Settlement.

25 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
26 provided by the Settlement and this Final Order and Judgment.
27

1 17. The Settlement is not an admission by Defendants, nor is this Final Order and
2 Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by
3 Defendants. Furthermore, the Settlement Agreement is not a concession by Defendants and shall
4 not be used as an admission of any fault, omission, or wrongdoing by Defendants. Neither this
5 Final Order and Judgment, the Settlement Agreement, any document referred to herein, any
6 exhibit to any document referred to herein, any action taken to carry out the settlement, nor any
7 negotiations or proceedings related to the settlement are to be construed as, or deemed to be
8 evidence of, or an admission or concession with regard to, the denials or defenses of Defendants,
9 and shall not be offered in evidence in any proceeding against the Parties hereto in any Court,
10 administrative agency, or other tribunal for any purpose whatsoever other than to enforce the
11 provisions of this Final Order and Judgment. This Final Order and Judgment, the Settlement
12 Agreement, and exhibits thereto, and any other papers and records on file in the Action may be
13 filed in this Court or in any other litigation as evidence of the settlement by Defendants to support
14 a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion
15 or similar defense as to the Released Claims.

16 18. This document shall constitute a Judgment for purposes of California Rule of
17 Court 3.769(h).

18 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

19
20
21
22
23 _____
DATE

**THE HONORABLE HAROLD W.
HOPP
SUPERIOR COURT JUDGE**