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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**

Hearing Date: October 12, 2026
Hearing Time: 8:30 a.m.
Hearing Dept.: Dept. 1, The Honorable
 Harold W. Hopp

Action filed: April 19, 2024
Trial Date: Not Set

1 The Motion of Plaintiff Arlene Apodaca (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 the Honorable Harold W. Hopp presiding. The Court having considered the Motion, the Class
4 Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”), and
5 supporting papers, HEREBY ORDERS THE FOLLOWING:

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

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

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

26 4. “Effective Date” means the date by which both of the following have occurred: (a)
27 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
28 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no

1 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
2 one or more Participating Class Members objects to the Settlement, the day after the deadline for
3 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
4 day after the appellate court affirms the Judgment and issues a remittitur.

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

8 6. Not later than 15 days after the Court grants Preliminary Approval of the
9 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
10 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
11 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
12 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
13 employees who need access to the Class Data to effect and perform under the Settlement
14 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
15 discover that the Class Data omitted class member identifying information and to provide
16 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
17 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
18 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
19 issues related to missing or omitted Class Data.

20 7. No later than three (3) business days after receipt of the Class Data, the
21 Administrator shall notify Class Counsel that the list has been received and state the number of
22 Class Members, Aggrieved Employees, Work Weeks, and PAGA Pay Periods in the Class Data.

23 8. Using best efforts to perform as soon as possible, and in no event later than 14
24 days after receiving the Class Data, the Administrator will send to all Class Members identified
25 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet
26 with Spanish translation, if applicable, substantially in the forms attached to this order as **Exhibits**
27 **A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar amounts
28 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,

1 and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these
2 amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses
3 using the National Change of Address database.

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

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

15 11. The deadlines for Class Members' written objections, Challenges to Work Weeks
16 and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days
17 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is
18 re-mailed. The Administrator will inform the Class Member of the extended deadline with the
19 re-mailed Notice Packet.

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

28 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out

1 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
2 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
3 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
4 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
5 the Class Member's election to be excluded from the Settlement and includes the Class Member's
6 name, address and email address or telephone number. To be valid, a Request for Exclusion must
7 be timely faxed, emailed, or postmarked by the Response Deadline. A Request for Exclusion
8 form, attached as Exhibit B, may be used for this purpose but is not required.

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

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

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

1 Participating Class Member.

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

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

20 19. Participating Class Members may send written objections to the Administrator, by
21 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
22 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
23 Participating Class Member who elects to send a written objection to the Administrator must do
24 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
25 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
26 as Exhibit D may be used for this purpose but is not required.

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

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

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

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

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

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

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

28 29. A Final Approval Hearing shall be held on _____ at _____ .m.

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

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

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

19 **IT IS SO ORDERED.**

20
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22 _____
DATE

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

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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
19 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.**

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

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

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

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

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

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

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

26 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
27 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
28 Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have
until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or Pay Periods
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.

You need to support your challenge by submitting copies of pay stubs or other records.
The Administrator will accept Defendants' calculation of Work Weeks and/or Pay Periods based
on Defendants' records as accurate unless you send copies of records containing contrary
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
name, current address, telephone number, and approximate dates of employment for Defendants
and sign the objection. Section 9 of this Notice has the Administrator's contact information. You
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.

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

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

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

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

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

28 The Class Action and PAGA Settlement Agreement ("Agreement") sets forth everything
Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to
read the Agreement, the Judgment or any other Settlement documents is to go to the
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
Courthouse 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: _____
15 Telephone: _____
Fax Number: _____

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

17 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
18 as long as you request a replacement before the void date on the face of the original check. If
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

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

REQUEST FOR EXCLUSION FORM

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

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

Apodaca v. R And T Oil Incorporated Class Action Administrator
c/o ____

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

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(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

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Indicate Name/Address Changes, if any:

XX - XX -

YOUR ELIGIBLE WORKWEEKS/ PAY PERIODS

YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE

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
4 submit are company records from Defendants.
5

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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OBJECTION FORM

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

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>
<<Name>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

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

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

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

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

1
2 [] I am or will be represented by an attorney (provide name and address of attorney on lines
3 below if applicable):

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9
10 Executed on _____, 2026

(Signature)

11
12 <<Name>>
13 (Printed Name)

14
15 EMAIL TO THE ADMINISTRATOR: <<____@____.COM>>

16
17 FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

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

20 Arlene Apodaca v. R And T Oil Incorporated Administrator

[ADDRESS]

21 <<____>>
22 <<____>>
23 <<____>>