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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

| | |
|---|---|
| JOHN MARGARITIS JR, individually, and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>vs.<br><br>AAA OIL, INC. DBA CALIFORNIA FUELS AND LUBRICANTS, a California corporation; and DOES 1 through 10, inclusive,<br><br>Defendants. | Case Nos.:<br>30-2024-01383304-CU-OE-CXC (lead);<br>30-2024-01416794-CU-OE-CXC<br><br>*[Assigned for all purposes to: Hon. David A. Hoffer, Dept. CX103]*<br><br>**AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** |

**AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

This Amendment (the "Amendment") to Class Action and PAGA Settlement Agreement (the "Agreement") is made by and between Plaintiff John Margaritis, Jr ("Plaintiff") and Defendant AAA Oil, Inc. dba California Fuels and Lubricants ("Defendant"). The Agreement and this Amendment thereto refer to Plaintiff and Defendant collectively as the "Parties," or individually as a "Party."

**RECITALS**

A. WHEREAS, in December 2024, the Parties entered into the Agreement.

B. WHEREAS, Paragraph 12.9 of the Agreement states:

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

C. WHEREAS, Paragraph 12.5 of the Agreement states:

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

E. WHEREAS, the Parties now wish to amend the Agreement to alter the language of Paragraphs 1.43, 1.45, 3.2.2, 5, 7.5.2, 7.6, and 7.8.4 of the Agreement, as well as add Paragraph 12.19 to the Agreement.

NOW THEREFORE, based on the foregoing Recitals, the Parties, by and through their respective undersigned attorneys of record, agree that the following provisions of the Agreement are hereby amended in the manner indicated as follows:

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/ / /

/ / /

/ /

## AMENDMENTS TO THE AGREEMENT

1. Paragraph 1.43 of the Agreement is amended and replaced to read as follows:

1.43 "Released Parties" means Defendant, and its former, present, and future owners, parents, subsidiaries, and affiliates, and all of their current, former, and future officers, directors, members, managers, employees, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, and/or insurers (including Travelers).

2. Paragraph 1.45 of the Agreement is amended and replaced to read as follows:

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

3. Paragraph 3.2.2 of the Agreement is amended and replaced to read as follows:

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be $176,666.66, and a Class Counsel Litigation Expenses Payment for actual costs not to exceed $25,000.00. Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

4. Paragraph 5 of the Agreement is amended and replaced to read as follows:

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

5. Paragraph 7.5.2 of the Agreement is amended and replaced to read as follows:

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. Although the Administrator may make the initial decision as to Requests for Exclusion, the Court may review any decisions made by the Administrator.

6. Paragraph 7.6 of the Agreement is amended and replaced to read as follows:

7.6 <u>Challenges to Calculation of Workweeks and/or PAGA Pay Periods</u>. Each Class Member shall have 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Although the Administrator may make the initial decision as to challenges to calculations of Workweeks and/or PAGA Pay Periods, the Court may review any decisions made by the Administrator. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7. Paragraph 7.8.4 of the Agreement is amended and replaced to read as follows:

7.8.4 <u>Workweek and/or Pay Period Challenges</u>. Although the Administrator has the authority to address and make initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods, the Court may review any decisions made by the Administrator.

8. Paragraph 12.19 of the Agreement is added to read as follows:

12.9 <u>Continuing Jurisdiction</u>. The Parties agree that the Court shall retain continuing jurisdiction to enforce the Agreement and settlement terms pursuant to California Code of Civil Procedure § 664.6.

By the Parties:

DATED: 12/18/2025

DocuSigned by:
John Margaritas
F4C4525FEDD24ED...

Plaintiff John Margaritis, Jr.

DATED: ____________

Defendant AAA Oil, Inc. dba California Fuels and Lubricants
By: ________________________________
Position: ____________________________

Approved by counsel:

DATED: 12/22/2025

WILSHIRE LAW FIRM, PLC

BY: ________________________________
John G. Yslas
Counsel for Plaintiff John Margaritis, Jr

DATED:

O'HAGAN MEYER, LLP

BY: ________________________________
William Richards, Jr.
Counsel for Defendant AAA Oil, Inc. dba
California Fuels and Lubricants

By the Parties:

DATED: ____________ ______________________________
Plaintiff John Margaritis, Jr.

DATED: 12-17-25 ______________________________
Defendant AAA Oil, Inc. dba California Fuels and Lubricants
By: Jaime Duenas
Position: Managing Director

Approved by counsel:

DATED: WILSHIRE LAW FIRM, PLC

BY: ______________________________
John G. Yslas
Counsel for Plaintiff John Margaritis, Jr

DATED: December 18, 2025 O'HAGAN MEYER, LLP

BY: ______________________________
William Richards, Jr.
Counsel for Defendant AAA Oil, Inc. dba
California Fuels and Lubricants

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

*John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants*
Orange County Superior Court, Case Nos.:
30-2024-01383304-CU-OE-CXC (lead)
30-2024-01416794-CU-OE-CXC

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

**You may be eligible to receive money** from consolidated employee class action/representative lawsuits (the "Action" or "Actions") against AAA Oil, Inc. dba California Fuels and Lubricants ("Defendant") for alleged wage and hour violations. The Actions were filed by former employee, John Margaritis, Jr. ("Plaintiff"), and seek payment of (1) alleged back wages and other relief for a class of non-exempt or hourly-paid employees who were employed by Defendant in California during the Class Period (February 29, 2020 through December 17, 2024) ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt or hourly-paid employees who were employed by Defendant in California during the PAGA Period (May 29, 2023 through December 17, 2024) ("Aggrieved Employees").

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

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

The above estimates are based on Defendant's records showing that **you worked ______ Workweeks during the Class Period and you worked ______ Pay Periods during the PAGA Period**. Workweeks and Pay Periods are based on hire dates and, where applicable, separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| **DO NOTHING** | Receive money. Give up rights to sue Defendant for claims released in the Settlement. |
| **OPT-OUT OF THE CLASS PORTION OF THE SETTLEMENT**<br><br>**The Opt-Out Deadline is** ________ | Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period. |
| **OBJECT**<br><br>**Written Objections Must be Submitted by** ________ | Write to the Court about why you object to the Settlement. If you opt-out of the Class Settlement, you cannot object. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement. |
| **CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS**<br><br>**Written Challenges Must be Submitted by** ________ | Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your Workweeks or Pay Periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement. |

# BASIC INFORMATION

## 1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you were employed by AAA Oil, Inc. dba California Fuels and Lubricants as an hourly-paid, non-exempt employee in California at some point(s) between February 29, 2020 through December 17, 2024, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Actions, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you were employed by Defendant as an hourly-paid, non-exempt employee in California during the "PAGA Period," which is May 29, 2023 through December 17, 2024.

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

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

The Court in charge of the consolidated Actions is the Orange County Superior Court, and the cases are titled, "*John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants,* Case Nos. 30-2024-01383304-CU-OE-CXC (lead case) and 30-2024-01416794-CU-OE-CXC. The person who sued, John Margaritis, Jr., is the Plaintiff, and the company sued, AAA Oil, Inc. dba California Fuels and Lubricants, is the Defendant.

## 2. WHAT IS THE CONSOLIDATED LAWSUIT ABOUT?

The Plaintiff in the consolidated lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce the Requested Employment Records; and (9) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the same alleged violations listed above. PAGA is a statute codified through California Labor Code sections, 2698, *et seq*., which authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other aggrieved current and former employees, and the State of California for alleged Labor Code violations. Defendant strongly denies Plaintiff's claims and denies any wrongdoing.

## 3. WHY IS THIS A CLASS ACTION?

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

## 4. WHY IS THERE A SETTLEMENT?

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

# WHO IS INCLUDED IN THE SETTLEMENT?

## 5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All persons currently or formerly employed by Defendant as hourly-paid, non-exempt employees in the State of California at any time from February 29, 2020 through December 17, 2024.

## 6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

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

# THE SETTLEMENT BENEFITS—WHAT YOU GET

## 7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $530,000.00 to settle the Actions. From the GSA, Class Counsel will apply to the Court for attorneys' fees of up to 1/3 of the GSA or $176,666.66 and reimbursement of actual costs not to exceed $25,000.00; a Class Representative Service Payment of up to $7,500.00 to Plaintiff (for Plaintiff's work and efforts prosecuting this case); a PAGA Penalties payment of $50,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Phoenix Class Action Administration Solutions, not to exceed $7,250.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately $XXXXXXX. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the class portion of the Settlement.

PAGA Penalties Payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $50,000.00 PAGA Penalties Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or $37,500.00, will be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% of the PAGA

Penalties Payment, or $12,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

## 8. HOW MUCH WILL MY PAYMENT BE?

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

**Individual Class Payment:** Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (February 29, 2020 through December 17, 2024). Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

**Individual PAGA Payment:** If you worked for Defendant as an hourly-paid, non-exempt employee in California at any point from May 29, 2023 through December 17, 2024 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

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

# HOW YOU GET A PAYMENT

## 9. HOW DO I RECEIVE A PAYMENT?

**You do not need to do anything to receive a payment.** However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, you can challenge it. To do so, you must complete, sign, and send to the Settlement Administrator the accompanying Challenge to Workweeks and/or Pay Periods Form along with any supporting evidence. To be valid, a signed Challenge to Workweeks and/or Pay Periods must be timely faxed, emailed, or postmarked no later than [45 days after Class Notice is Mailed]. Although the Settlement Administrator may make the initial decision as to Challenges to Workweeks and/or Pay Periods, the court may review any decisions made by the

Settlement Administrator.You can send your Challenge to Workweeks and/or Pay Periods to the Settlement Administrator at:

Phoenix Class Action Administration Solutions
*John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants*
XXXXX
City, State, XXXXX
Email:
Fax

## 10. WHEN WOULD I GET MY PAYMENT?

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

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

**Settlement checks should be cashed promptly upon receipt.** Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

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

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

If the Court approves this Settlement and unless you exclude yourself from the class portion of the Settlement, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against the Released Parties. The "Released Parties" include Defendant and its former, present, and future owners, parents, subsidiaries, and affiliates, and all of their current, former, and future officers, directors, members, managers, employees, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, and/or insurers (including Travelers).

The releases become effective once the GSA is fully funded by Defendant.

**Released Class Claims:**
Participating Class Members will be bound by the following release:

> All Participating Class Members release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Class Complaint during the Class Period. Except as set forth in "Released PAGA Claims," below (Paragraph 5.3 of the Settlement Agreement), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

**Released PAGA Claims:**
Aggrieved Employees will be bound by the following release:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative PAGA Complaint and the PAGA Notice during the PAGA Period.

# EXCLUDING YOURSELF FROM THE SETTLMENT

## 12. HOW DO I OPT-OUT OF/EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?

To exclude yourself from the class portion of the Settlement, you must complete, sign, and send to the Settlement Administrator the accompanying Request for Exclusion Form. To be valid, a signed Request for Exclusion must be timely faxed, emailed, or postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your Request for Exclusion to the Settlement Administrator at:

Phoenix Class Action Administration Solutions
*John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants* Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the class portion of the Settlement, you will not be legally bound by anything that happens in the Actions, except as it relates to settlement of the PAGA claims. If you ask to be excluded from the class portion of the Settlement, you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment (if eligible). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future. Although the Settlement Administrator may make the initial decision as to Requests for Exclusion, the court may review any decisions made by the Settlement Administrator.

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

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

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

If you timely exclude yourself for the class portion of this Settlement, you will not receive any Individual Class Payment from this Settlement. However, you will retain the right to pursue your own legal action against Defendant, if you desire.

Regardless of whether you exclude yourself from the class portion of the Settlement, you will still receive an Individual PAGA Payment (if eligible), and give up your rights to pursue your own legal action against Defendant for the Released PAGA Claims.

## THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

**15. DO I HAVE A LAWYER IN THIS CASE?**

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

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

**16. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will ask the Court to approve $176,666.66 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of actual litigation expenses incurred in this matter, not to exceed $25,000.00. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff John Margaritis, Jr. in the amount of $7,500.00 in addition to Plaintiff's Individual

Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

# OBJECTING TO THE SETTLEMENT

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

## 17. HOW DO I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement (unless you request to opt-out). You can either object to the Settlement in person at the Final Approval Hearing or you can complete, sign, and submit to the Settlement Administrator the accompanying Objection Form. To be valid, a signed Objection and/or notice of intent to appear at the Final Approval Hearing must be timely faxed, emailed, or postmarked no later than [45 days after Class Notice is Mailed]. You can send your Objection to the Settlement Administrator at:

Phoenix Class Action Administration Solutions
*John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants*
XXXXX
City, State, XXXXX
Email:
Fax

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

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

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

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

# THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Final Approval Hearing at ______ on ____________ in Department CX103 of the Orange County Superior Court located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

**20. DO I HAVE TO COME TO THE HEARING?**

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

## IF YOU DO NOTHING

**21. WHAT IF I DO NOTHING AT ALL?**

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

## GETTING MORE INFORMATION

**22. HOW DO I GET MORE INFORMATION?**

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

Phoenix Class Action Administration Solutions
*John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants* Settlement
XXXXX
City, State, XXXXX
Email:
Fax

Additionally, you can visit the website the Settlement Administrator has set up for this Settlement for further information and/or to review the Settlement Agreement, the notice of final entry of judgment (if and when granted), and other relevant documents, at ________________________________. The website will be accessible for at least 180 days following the Court's entry of final judgment.

**PLEASE DO NOT TELEPHONE THE COURT OR AAA OIL, INC. DBA CALIFORNIA FUELS AND LUBRICANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR**

**THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.**