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and on behalf of all others similarly situated

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

JOHN MARGARITIS, JR., individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

AAA OIL, INC. DBA CALIFORNIA FUELS
AND LUBRICANTS, a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01383304-CU-OE-CXC
(lead); 30-2024-01416794-CU-OE-CXC

Assigned for all purposes to:
Hon. David Hoffer, Dept. CX103

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 12, 2025
Time: 10:00AM
Dept.: CX103
Reservation No.: 74587663

I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff John Margaritis, Jr. (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On February 29, 2024, Plaintiff filed this action as a putative class action against Defendant AAA Oil, Inc. dba California Fuels and Lubricants (“Defendant”) alleging: (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 requested employment records; and (9) unfair business practices.

4. On May 29, 2024, Plaintiff provided written notice to the LWDA and Defendant of his intention to file a PAGA claim (LWDA-CM-969048-23). The LWDA did not notify Plaintiff that intended to investigate within 65 days of this written notice. Therefore, on August 2, 2024, Plaintiff filed a separate action alleging a claim under PAGA, Orange County Superior Court Case No. 30-2024-01416794-CU-OE-CXC (the “PAGA Action”).

5. On November 15, 2024, the PAGA and Class Action cases were consolidated.

6. The Parties subsequently participated in a private all-day mediation with mediator Lisa Klerman, Esq. on October 18, 2024. The negotiations were adversarial, conducted at arm’s length, and tempered by the efforts of both sides to serve the interests of their clients. The mediator made a proposal, which was accepted by both Parties.

7. The Parties negotiated the terms of the Settlement over the next few months, which was finalized in December 2024. A true and correct copy of the fully executed Settlement Agreement is attached hereto as **Exhibit 1**. Attached thereto as **Exhibit A** is a true and correct

copy of the Parties' proposed Class Notice. After all requested deductions are made, the remaining Net Settlement Amount is currently estimated to be \$263,583.34. The estimated average Individual Class Payment is \$1,910.02, the estimated lowest Individual Class Payment is \$14.98, and the estimated highest Individual Class Payment is \$3,745.00.

8. On June 5, 2025, Plaintiff submitted a copy of the Settlement Agreement to the LWDA. A true and correct copy of the confirmation of submission my office received after submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2**.

Investigation and Exposure Analysis

9. Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims, applicable law, and potential defenses. Plaintiff's Counsel assessed the value to the class claims using the documents and data Defendant produced in informal discovery, including class data providing the number of Class Members, the number of Workweeks in the Class Period, and the number of Pay Periods in the PAGA Period, Plaintiff's personnel file, Defendant's employment handbook and written policies, and a 20% random sampling of Class Members' time and payroll records. Plaintiff's Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each claim meriting reductions in the likely success at class certification and likely recovery at trial.

10. Defendant's records show that as of the date of mediation (October 18, 2024), there are approximately 138 Class Members, making joinder of all Class Members impracticable. Further, given the size and amount of each Class Members' claim, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweighs any potential recovery.

11. Plaintiff has alleged that Defendant maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. These allegations present common factual and legal questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices

1 resulted in Labor Code violations, whether Defendant's conduct was intentional, and whether Class
2 Members are entitled to damages and/or penalties. These common questions could be resolved
3 using Class Members' time records, payroll records, testimony from Defendant's designated
4 representative(s), and Class Members' testimony.

5 12. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks
6 at succeeding at class certification and through trial affected the valuation of the claims for
7 settlement purposes.

8 13. Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage
9 claims were largely based on the allegation that Defendant required Class Members to perform
10 work duties before clocking in. Based on Plaintiff's estimate that he worked a total of 1 hour off-
11 the-clock each week, Plaintiff's Counsel assumed each Class Member worked 1-hour off-the-clock
12 per week in calculating potential exposure to be approximately \$500,000.00 for these claims.
13 However, Defendant argued that any off-the-clock time was undocumented and unknown to
14 Defendant, and that Defendant was therefore not obligated to pay for this time. Defendant further
15 argued that Plaintiff and other drivers (which made up a majority of the Class) were exempted
16 from California's overtime requirements pursuant to IWC Wage Order exemptions, and only
17 subject to federal overtime requirements, which undermined commonality. Because these wage
18 claims would have relied heavily on Class Member testimony and would not be evidenced in
19 Defendant's time and payroll records, in addition to potential overtime exemption issues for
20 drivers, the risk of succeeding at class certification was substantial. Accordingly, Plaintiff's
21 Counsel applied an 80% risk discount to these claims to reach a settlement value of approximately
22 \$100,000.00 (or approximately 20% of the Gross Settlement Amount).

23 14. Meal Periods: Plaintiff's meal period claim was largely based on the allegations that
24 Defendant failed to provide Class Members compliant meal periods and maintain a policy and
25 practice of paying meal period premiums when its time records showed Class Members' meal
26 periods were late, short, or missed. Plaintiff's Counsel found a violation rate of 50.2% in
27 Defendant's time and payroll records and calculated potential exposure on this claim to be
28 approximately \$960,000.00. However, Defendant argued that it did provide all Class Members

compliant meal periods. Defendant further argued that not only were meal periods paid for Plaintiff and other drivers, but also that California's meal period rules did not apply to them as preempted by federal regulations, which undermined commonality. Accordingly, Plaintiff's Counsel applied a 63% risk discount to reach a settlement value of approximately \$350,000.00 (or approximately 65% of the Gross Settlement Amount).

15. Rest Breaks: Plaintiff's rest period claim was largely based on the allegation that Defendant failed to relieve Class Members of all duties during rest periods because it required them to continue performing tasks during rest periods. Plaintiff's Counsel applied a 100% violation rate to all shifts over 3.5 hours and calculated a potential exposure of \$1.9 million for this claim. However, Defendant argued that it did not enforce any policy requiring Class Members to work during rest periods, and would be able to obtain declarations from Class Members attesting to such. Defendant argued that California's rest period rules did not apply to Plaintiff and other drivers as preempted by federal regulations, which undermined commonality. Because this claim would have relied exclusively on Class Member testimony, in addition to potential preemption issues for drivers, Plaintiff's Counsel applied a 98.6% risk discount to this claim to reach a settlement value of approximately \$30,000.00 (or approximately 5% of the Gross Settlement Amount).

16. Reimbursements: Plaintiff's reimbursement claim was based on the allegation that Defendant required Class Members to purchase uniforms and personal protective equipment, and use personal cell phones, for work-related purposes. Based on Plaintiff's estimate that he incurred \$30 in unreimbursed expenses per month, Plaintiff's Counsel assumed each Class Member incurred \$30 in unreimbursed expenses per month in calculating potential exposure to be approximately \$120,000.00 for this claim. However, Defendant argued that these expenses were not required by Defendant, and that it could not have known that these expenses were being incurred. Accordingly, Plaintiff's Counsel could not attribute any value to this claim in terms of settlement value.

17. Derivative Penalties: Plaintiff alleged that as a result of Defendant's alleged failure to pay all wages and meal and rest period premiums owed, Defendant owed waiting time penalties and wage statement penalties. However, Defendant argued that it had good faith defenses that made

1 the imposition of these penalties unwarranted. Moreover, Plaintiff could not recover these penalties
2 if he failed to prove the underlying claims. Although Plaintiff's Counsel calculated that potential
3 exposure for the waiting time penalty claim was approximately \$280,000.00 and approximately
4 \$300,000.00 for the wage statement penalty claim, Plaintiff's Counsel could not attribute any value
5 to these claims in terms of settlement value.

6 18. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's
7 potential exposure could potentially reach \$270,000, assuming the initial \$100 penalty would apply
8 for each of the 2,700 Pay Periods in the PAGA Period. However, even assuming success on the
9 merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons,
10 including where to do otherwise would result in an award that is unjust, arbitrary and oppressive,
11 or confiscatory. Therefore, the Settlement allocates \$50,000.00 (approximately 10% of the Gross
12 Settlement Amount) to PAGA, which amounts to approximately \$15 per pay period.

13 **Plaintiff's Counsel's Qualifications**

14 19. Plaintiff is represented by WLF. The attorneys at WLF performed significant work
15 and expended litigation costs in prosecuting this matter with no guarantee of payment.

16 20. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
17 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
18 employees. WLF is actively and continuously practicing in employment litigation, representing
19 employees in both individual and class actions in both state and federal courts throughout
20 California.

21 21. WLF is qualified to handle this Litigation because its attorneys are experienced in
22 litigating Labor Code violations in both individual, class action, and representative action cases.
23 WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as
24 well as class actions involving consumer rights and data privacy litigation.

25 22. I graduated from the University of California, Santa Barbara with High Honors in
26 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
27 School in 1996.

28 23. Upon graduating from law school in 1996, I worked for a boutique law firm

1 practicing general litigation which included employment law matters. Since 2000 (that is, the last
2 23 years) my practice has been exclusively focused on labor and employment matters including
3 handling wage and hour class, collective and representative actions (including the California
4 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
5 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
6 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
7 LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage
8 and Hour Practice Group). During my time at these law firms, I was the primary attorney or took
9 a major leading role in defending employers on numerous wage and hour class, collective and
10 representative actions.

11 24. In 2022 I left Seyfarth Shaw and joined my current firm, WLF, to represent plaintiff
12 employees. I have been and am handling many wage and hour class and representative actions
13 litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District
14 Courts. From matters representing both plaintiffs and defendants, I have successfully mediated the
15 resolution of many wage and hour class, collective, and representative actions. Just since last year
16 after joining WLF (and thus joining the plaintiff’s bar) I have already successfully mediated
17 matters in which I have been counsel or co-counsel resulting in over \$100 million in settlements
18 which are in the process of being finalized, and with numerous upcoming mediations scheduled.
19 In those and numerous other matters, I have managed and assisted with the litigation and settlement
20 of many wage and hour PAGA and class actions. In those actions, I performed similar tasks as
21 those performed in the course of prosecuting this action.

22 25. I have received numerous awards for my legal work. For example, from 2015 to
23 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
24 have also served on numerous prominent boards and in other leadership positions, including
25 currently serving as Southern California Regional President for the Hispanic National Bar
26 Association and on the board of directors of the Mexican American Bar Foundation. I also
27 previously served on the 5-member Los Angeles Civil Service Commission, which oversees the
28 personnel decisions for the City of Angeles.

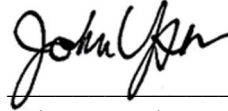
26. I have also published numerous blogs on labor and employment issues including on wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a presenter involving the “Employment Law Update” at a National Employment Law Council conference.

27. Eugene Zinovyev is a Junior Partner at WLF. He graduated from the University of California-Berkeley with a Bachelor of Arts in Political Economy of Industrial Societies, and received his Juris Doctor from the University of California, San Francisco School of Law in 2009. He has practiced employment and wage and hour law since on both the plaintiff and defense sides. Mr. Zinovyev has tried multiple jury cases to verdict as well as numerous bench trials. He has also briefed published appellate court decisions in both state and federal court. Mr. Zinovyev is admitted to practice before all Federal District Courts in California as well as the 9th Circuit Court of Appeals. He is also a member of the California Employment Lawyers Association. He has mediated and settled dozens of class and representative actions as well as individual civil matters.

28. John Brown is an Associate Attorney at Wilshire Law firm, PLC. He was admitted to practice law in the State of California in 2004. John graduated from UC Berkeley with a Bachelor of Arts and received his Juris Doctor from The UCLA School of Law. His current practice has been focused on class action employment law. He has participated in dozens of settlements totaling tens of millions of dollars, from the memorandum of understanding and settlement agreement drafting stage through to final approvals from the court.

29. Gabriella Solé is an Associate Attorney at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California in 2022. Gabriella graduated from University of California, Los Angeles with a Bachelor of Arts in Sociology. She received her Juris Doctor from University of San Francisco, School of Law. During law school, she was a First Year Moot Court Director on the Moot Court Board. Since graduating, her practice has been mainly focused on wage and hour class action litigation.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed on June 16, 2025 at Los Angeles, California.

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5 John G. Yslas
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EXHIBIT "1"

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Attorneys for Defendant AAA Oil, Inc. dba California Fuels and Lubricants

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

JOHN MARGARITIS JR, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

AAA OIL, INC. DBA CALIFORNIA
FUELS
AND LUBRICANTS, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case Nos.:
30-2024-01383304-CU-OE-CXC (lead);
30-2024-01416794-CU-OE-CXC

*Assigned for all purposes to: Hon. Randall J.
Sherman, Dept. CX105*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiff John Margaritis, Jr (“Plaintiff”) and Defendant AAA Oil, Inc. dba California Fuels and
3 Lubricants (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Actions” means Plaintiff’s lawsuit alleging class action wage and hour violations
7 against Defendant captioned *John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and*
8 *Lubricants*, Case No. 30-2024-01383304-CU-OE-CXC, filed on February 29, 2024, in Orange
9 County Superior Court, and Plaintiff’s lawsuit alleging representative claims under the Private
10 Attorneys General Act of 2004 (“PAGA”) against Defendant captioned *John Margaritis, Jr. v.*
11 *AAA Oil, Inc. d/b/a California Fuels and Lubricants*, Case No. 30-2024-01416794-CU-OE-CXC,
12 filed on August 2, 2024, in Orange County Superior Court.

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

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

19 1.4 “Aggrieved Employees” means all persons currently or formerly employed by
20 Defendant as hourly-paid, non-exempt employees in the State of California during the PAGA
21 Period.

22 1.5 “Class” means all persons currently or formerly employed by Defendant as hourly-paid,
23 non-exempt employees in the State of California during the Class Period.

24 1.6 “Class Counsel” means John G. Yslas, Samanta A. Smith, Eugene Zinovyev, John
25 Brown and Gabriella Solé of Wilshire Law Firm, PLC.

26 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
27 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
28 request approval from the Court of up to 1/3 of the Gross Settlement Amount (currently

1 \$176,666.66).

2 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
3 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Actions
4 and paid from the Gross Settlement Amount.

5 1.9 “Class Data” means Class Member identifying information in Defendant’s possession
6 including the Class Member’s name, last-known mailing address, Social Security number, and
7 number of Class Period Workweeks and PAGA Pay Periods.

8 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either
9 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
10 Class Member who qualifies as an Aggrieved Employee).

11 1.11 “Class Member Address Search” means the Administrator’s investigation and search for
12 current Class Member mailing addresses using all reasonably available sources, methods, and
13 means including, but not limited to, the National Change of Address database, skip traces, and
14 direct contact by the Administrator with Class Members.

15 1.12 “Class Notice” means the Court approved Notice of CLASS ACTION AND PAGA
16 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
17 Class Members in English with a Spanish translation in the form, without material variation,
18 attached as Exhibit A and incorporated by reference into this Agreement.

19 1.13 “Class Period” or “Class Settlement Period” means the period from February 29, 2020
20 through December 17, 2024.

21 1.14 “Class Representative” means the named Plaintiff John Margaritis, Jr. in the Actions.

22 1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment
23 to the Class Representative for initiating the Actions and providing services in support of the
24 Actions.

25 1.16 “Court” means the Superior Court of California, County of Orange.

26 1.17 “Defendant” means named Defendant AAA Oil, Inc. dba California Fuels and
27 Lubricants.

28 1.18 “Defense Counsel” means O’Hagan Meyer LLP.

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

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

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

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

1.23 “Gross Settlement Amount” or “GSA” means \$530,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

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

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

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

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

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

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and

the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 “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.

1.31 “Operative Class Complaint” means the operative Complaint filed on February 29, 2024 in *John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants*, Case No. 30-2024-01383304-CU-OE-CXC (Orange County Superior Court).

1.32 “Operative PAGA Complaint” means the operative Complaint filed August 2, 2024 and captioned *John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants*, Case No. 30-2024-01416794-CU-OE-CXC.

1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee was employed by Defendant in California as an hourly-paid, non-exempt employee during the PAGA Period. PAGA Pay Periods may be based on either: (1) pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.

1.34 “PAGA Period” means the period from May 29, 2023 through December 17, 2024.

1.35 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.36 “PAGA Notice” means Plaintiff’s May 29, 2024 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$50,000.00), allocated 25% to the Aggrieved Employees (\$12,500.00) and 75% to LWDA (\$37,500.00) in settlement of PAGA claims.

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

1.39 “Plaintiff” means John Margaritis, Jr., the named plaintiff in the Actions.

1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

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, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

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, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.47 “Workweek” means any week during which a Class Member was employed by Defendant in California as an hourly-paid, non-exempt employee during the Class Period. Workweeks may be based on either: (1) weeks during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.

2. RECITALS.

2.1 On February 29, 2024, Plaintiff filed the Operative Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide

1 Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8)
2 Failure to Produce the Requested Employment Records; and (9) Unfair Business Practices.

3 2.2 May 29, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the
4 LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA
5 (LWDA-CM-969048-23). On August 2, 2024, after the 65-day statutory period passed, Plaintiff
6 filed the Operative PAGA Complaint, alleging claims for penalties pursuant to Labor Code §§
7 2698, *et seq.*

8 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the
9 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
10 the Actions.

11 2.4 On October 18, 2024, the Parties participated in an all-day global mediation presided
12 over by mediator Lisa Klerman, Esq. The Parties negotiated at arm's-length and in good faith.
13 With the help of Ms. Klerman, the Parties were able to reach an agreement on general settlement
14 terms at the mediation.

15 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
16 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a
17 representative sampling of time and payroll data for Class Members and the necessary policy
18 documents through informal discovery to properly evaluate the strengths and weaknesses of the
19 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
20 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
21 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
22 130 (2008) ("*Dunk/Kullar*").

23 2.6 On November 15, 2024, the Class Action and PAGA Action were consolidated.

24 2.7 The Court has not granted class certification because the Parties engaged in mediation
25 before any class certification.

26 2.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
27 other pending matter or action asserting claims that will be extinguished or affected by the
28 Settlement.

1 **3. MONETARY TERMS.**

2 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
3 Defendant will pay \$530,000.00 to fully settle, resolve, and extinguish all claims asserted in the
4 Actions, including without limitation all claims asserted in the PAGA Notice. The Gross
5 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
6 wage portions of the Individual Class Payments, which Defendant will pay separately.

7 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
8 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
9 in the Final Approval:

10 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff
11 of not more than \$7,500.00, in addition to any Individual Class Payment and any Individual
12 PAGA Payment the Class Representative is entitled to receive as a Participating Class Member.
13 Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that
14 does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation
15 Expenses Payments, Plaintiff will seek Court approval for any Class Representative Service
16 Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise
17 ordered by the Court. If the Court approves a Class Representative Service Payment less than the
18 amount requested, the Administrator will retain the remainder in the Net Settlement Amount to
19 be distributed to Participating Class Members. The Administrator will pay the Class
20 Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and
21 liability for employee taxes owed on the Class Representative Service Payment.

22 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross
23 Settlement Amount, which is currently estimated to be \$176,666.66, and a Class Counsel
24 Litigation Expenses Payment for actual costs. Defendant will not oppose requests for these
25 payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation
26 Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or
27 as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a
28 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator

1 will allocate the remainder to the Net Settlement Amount for distribution to Participating Class
2 Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel
3 arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel
4 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and
5 Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel
6 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and
7 the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies
8 Defendant, from any dispute or controversy regarding any division or sharing of any of these
9 Payments.

10 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
11 exceed \$7,250.00 except for a showing of good cause and as approved by the Court. To the extent
12 the Administration Costs are less or the Court approves payment of less than requested, the
13 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
14 Participating Class Members.

15 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
16 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
17 Participating Class Members during the Class Period, and (b) multiplying the result by each
18 individual Participating Class Member's Workweeks.

19 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
20 each Participating Class Member's Individual Class Payment will be allocated to the Settlement
21 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
22 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class
23 Member's Individual Class Payment will be allocated to the settlement of claims for interest and
24 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
25 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
26 responsibility and liability for any employee taxes owed on their Individual Class Payment.

27 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
28 Class Payments. Non-Participating Class Members will not receive any Individual Class

1 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
2 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
4 \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the
5 LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

6 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
7 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$12,500.00
8 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
9 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
10 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
11 their Individual PAGA Payment.

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

16 4. **SETTLEMENT FUNDING AND PAYMENTS.**

17 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
18 records, Defendant represents that as of the date of mediation (October 18, 2024), there are 138
19 Class Members who collectively worked approximately 16,000 Workweeks during the Class
20 Period, and 92 Aggrieved Employees who worked approximately 2,700 PAGA Pay Periods
21 during the PAGA Period.

22 4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval
23 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
24 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
25 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
26 and for no other purpose, and restrict access to the Class Data to Administrator employees who
27 need access to the Class Data to effect and perform under this Agreement. Defendant has a
28 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted

1 class member identifying information and to provide corrected or updated Class Data to the
2 Administrator as soon as reasonably feasible. Without any extension of the deadline by which
3 Defendant must send the Class Data to the Administrator, the Parties and their counsel will
4 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
5 to missing or omitted Class Data.

6 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
7 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
8 the funds to the Administrator no later than 14 (fourteen) days after the Effective Date.

9 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
10 fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual
11 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
12 Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
13 and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
14 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment
15 shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

16 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
17 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
18 face of each check shall prominently state the date (180 days after the date of mailing) when the
19 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
20 Void Date. The Administrator will send checks for Individual Settlement Payments to all
21 Participating Class Members (including those for whom the Class Notice was returned
22 undelivered). The Administrator will send checks for Individual PAGA Payments to all
23 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
24 Employees (including those for whom Class Notice was returned undelivered). The Administrator
25 may send Participating Class Members a single check combining the Individual Class Payment
26 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
27 must update the recipients' mailing addresses using the National Change of Address Database.
28

1 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
2 Members whose checks are returned undelivered without USPS forwarding address. Within seven
3 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Class Member Address
5 Search. The Administrator need not take further steps to deliver checks to Class Members whose
6 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
7 replacement check to any Class Member whose original check was lost or misplaced, requested
8 by the Class Member prior to the void date.

9 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
10 Payment check is uncashed and cancelled after the 180-day Void Date, checks for such payments
11 shall be canceled and the Administrator shall transmit the funds represented by such checks to the
12 California Controller's Unclaimed Property Fund in the name of the Class Member thereby
13 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
14 Section 384, subd. (b).

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

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

22 5.1 Plaintiff's Release. Plaintiff and his 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, relating to or arising
25 out of Plaintiff's relationship with Defendant, including, but not limited to: (a) all claims that
26 were, or reasonably could have been, alleged, based on the facts contained in the Operative Class
27 Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged, based on facts
28 contained in the Operative PAGA Complaint and the PAGA Notice; and (c) all claims under the

1 Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights
2 Act of 1964, the California Labor Code, common law, and all equivalent claims under federal law
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, or workers’ compensation benefits that arose at any time. Plaintiff
6 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
7 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s
8 Release shall be and remain effective in all respects, notwithstanding such different or additional
9 facts or Plaintiff’s discovery of them.

10 5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
11 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,
12 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

17 5.2 Released Class Claims: All Participating Class Members release, on behalf of
18 themselves and their respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors and assigns, the Released Parties from any and all claims that were
20 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Class
21 Complaint during the Class Period. Except as set forth in Paragraph 5.3 of this Agreement,
22 Participating Class Members do not release any other claims, including claims for vested benefits,
23 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
24 insurance, disability, social security, workers’ compensation or claims based on facts occurring
25 outside the Class Period.

26 5.3 Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of
27 themselves and their respective former and present representatives, agents, attorneys, heirs,
28 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.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

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

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

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and

1 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
2 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
3 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
4 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
5 Court's concerns.

6 **7. SETTLEMENT ADMINISTRATION.**

7 7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
8 Administrator and verified that, as a condition of appointment, the Administrator agrees to be
9 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
10 exchange for payment of Administration Costs. The Parties and their Counsel represent that they
11 have no interest or relationship, financial or otherwise, with the Administrator other than a
12 professional relationship arising out of prior experiences administering settlements.

13 7.2 Employer Identification Number. The Administrator shall have and use its own
14 Employer Identification Number for purposes of calculating payroll tax withholdings and
15 providing reports to state and federal tax authorities.

16 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
17 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
18 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
19 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
20 to Participating Class Members.

21 7.4 Notice to Class Members.

22 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
23 shall notify Class Counsel that the list has been received and state the number of Class Members,
24 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

25 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
26 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
27 identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class
28 Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit

1 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
2 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
3 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
4 mailing Class Notices, the Administrator shall update Class Member addresses using the National
5 Change of Address database.

6 7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class
7 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
8 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
9 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
10 Notice to the most current address obtained. The Administrator has no obligation to make further
11 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
12 USPS a second time.

13 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
14 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
15 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
16 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
17 deadline with the re-mailed Class Notice.

18 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
19 discovers any persons who believe they should have been included in the Class Data and should
20 have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in
21 an effort to agree on whether to include them as Class Members. If the Parties agree, such persons
22 will be Class Members entitled to the same rights as other Class Members, and the Administrator
23 will send, via email or overnight delivery, a Class Notice requiring them to exercise options under
24 this Agreement not later than 14 (fourteen) days after receipt of Class Notice, or the deadline
25 dates in the Class Notice, whichever are later.

26 7.5 Requests for Exclusion (Opt-Outs).

27 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
28 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not

1 later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional
2 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
3 is a letter from a Class Member or his/her representative that reasonably communicates the Class
4 Member's election to be excluded from the Settlement and includes the Class Member's name,
5 address and email address or telephone number. To be valid, a Request for Exclusion must be
6 timely faxed, emailed, or postmarked by the Response Deadline.

7 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
8 to contain all the information specified in the Class Notice. The Administrator shall accept any
9 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
10 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
11 determination shall be final and not appealable or otherwise susceptible to challenge. If the
12 Administrator has reason to question the authenticity of a Request for Exclusion, the
13 Administrator may demand additional proof of the Class Member's identity. The Administrator's
14 determination of authenticity shall be final and not appealable or otherwise susceptible to
15 challenge.

16 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
17 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
18 bound by all terms and conditions of the Settlement, including the Participating Class Members'
19 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
20 Class Member actually receives the Class Notice or objects to the Settlement.

21 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
22 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
23 right to object to the class action components of the Settlement. Because future PAGA claims are
24 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
25 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
26 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

27 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
28 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. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

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

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including

1 the date, time and location for the Final Approval Hearing and copies of the Settlement
2 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
3 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
5 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
6 telephone number to receive Class Member calls, faxes and emails.

7 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
9 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
10 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
11 and other identifying information of Class Members who have timely submitted valid Requests
12 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
13 Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for
14 Exclusion from Settlement submitted (whether valid or invalid).

15 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
16 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
17 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
18 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
19 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
20 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
21 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
22 objections received.

23 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
24 address and make final decisions consistent with the terms of this Agreement on all Class Member
25 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
26 shall be final and not appealable or otherwise susceptible to challenge.

27 7.8.5 Administrator’s Declaration. Not later than 14 (fourteen) days before the date by
28 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the

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

9 7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the
10 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
11 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
12 identification number only of all payments made under this Agreement. At least 15 (fifteen) days
13 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
14 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
15 of all payments required under this Agreement. Class Counsel is responsible for filing the
16 Administrator's declaration in Court.

17 **8. ESCALATOR CLAUSE**. Based on its records, Defendant represents that as of the date of
18 mediation (October 18, 2024), there are 138 Class Members who worked approximately 16,000
19 total Workweeks during the Class Period. If the total number of Workweeks at issue for the Class
20 Members is 10% higher, i.e., more than 17,600 Workweeks, Defendant shall pay upon request
21 from Plaintiff a pro-rata increase in the Gross Settlement Amount equal to the percentage increase
22 in Workweeks above 17,600 (i.e. if the total Workweeks increases by 12%, then a 2% increase to
23 the Gross Settlement Amount).

24 **9. VOID PROVISION**. In the event 10% or more of the Settlement Class Members opt-out of
25 the Settlement, Defendant may, at its discretion, nullify the Settlement Agreement, provided
26 Defendant remains responsible for paying all the Settlement Administration Costs incurred to that
27 point. Defendant must notify Class Counsel and the Court of its election to withdraw not later
28 than ten (10) business days after the Administrator send the Exclusion List to Defense Counsel.

1 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the
2 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
3 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
4 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
5 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts
6 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
7 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
8 any disagreements concerning the Motion for Final Approval.

9 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
10 by a Participating Class Member, including the right to file responsive documents in Court no
11 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
12 accepted by the Court.

13 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement (including, but not limited to, the scope of
15 release to be granted by Class Members), the Parties will expeditiously work together in good
16 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
17 Approval. The Court’s decision to award less than the amounts requested for the Class
18 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
19 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
20 modification to the Agreement within the meaning of this paragraph.

21 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
22 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
23 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
24 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

25 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
26 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
27 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
28 counsel, and all Participating Class Members who did not object to the Settlement as provided in

1 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
2 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
3 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
4 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
5 obligations to perform under this Agreement will be suspended until such time as the appeal is
6 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
7 of the Net Settlement Amount.

8 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
9 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
10 modification of this Agreement (including, but not limited to, the scope of release to be granted
11 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
12 expeditiously work together in good faith to address the appellate court's concerns and to obtain
13 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
14 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
15 Court's award of the Class Representative Service Payment or any payments to Class Counsel
16 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
17 as long as the Gross Settlement Amount remains unchanged.

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

21 **12. ADDITIONAL PROVISIONS.**

22 12.1 No Admission of Liability, Class Certification or Representative Manageability for
23 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
24 claims. Nothing in this Agreement is intended or should be construed as an admission by
25 Defendant that any of the allegations in the Operative Class Complaint or Operative PAGA
26 Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be
27 intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have
28 merit. The Parties agree that class certification and representative treatment is for purposes of this

1 Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval,
2 or enter Judgment, Defendant reserves the right to contest certification of any class for any reason,
3 Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the
4 right to move for class certification on any grounds available and to contest Defendant's defenses.
5 The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing
6 on, and will not be admissible in connection with, any litigation (except for proceedings to enforce
7 or effectuate the Settlement and this Agreement).

8 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
10 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
11 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
12 or indirectly, specifically or generally, to any person, corporation, association, government
13 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
14 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
15 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
16 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
17 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
18 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
19 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
20 communication, before the filing of the Motion for Preliminary Approval, with any third party
21 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
22 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
23 communications with Class Members in accordance with Class Counsel's ethical obligations
24 owed to Class Members.

25 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
26 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
27 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
28

1 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
2 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

3 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibits shall constitute the entire agreement between the Parties
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
6 inducements made to or by any Party.

7 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
9 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
10 its terms, and to execute any other documents reasonably required to effectuate the terms of this
11 Agreement including any amendments to this Agreement.

12 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
16 or content of any document necessary to implement the Settlement, or on any modification of the
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the
18 assistance of a mediator and/or the Court for resolution.

19 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
22 action, or right released and discharged by the Parties in this Settlement.

23 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
26 Part 10, as amended) or otherwise.

1 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
2 modified, changed, or waived only by an express written instrument signed by all Parties or their
3 representatives, and approved by the Court.

4 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
5 to the benefit of, the successors of each of the Parties.

6 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
7 governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
10 of this Agreement. This Agreement will not be construed against any Party on the basis that the
11 Party was the drafter or participated in the drafting.

12 12.13 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 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
16 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
17 Counsel by Defendant 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 California Rules of Court rule. Not later than 90 days after the date when the Court discharges
21 the Administrator's obligation to provide a Declaration confirming the final payout of all
22 Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received
23 from Defendant.

24 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
25 inserted for convenience of reference only and does not constitute a part of this Agreement.

26 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
27 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
28

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

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

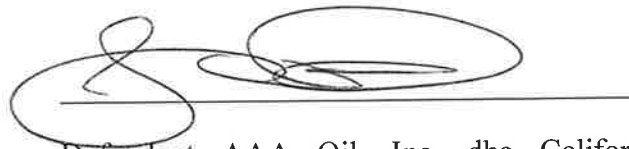
IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff John Margaritis, Jr.

DATED: 12-2-24



Defendant AAA Oil, Inc. dba California Fuels and Lubricants

By: Jaime Duenas

Position: Owner.

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

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

IT IS SO AGREED.

By the Parties:

11/22/2024
DATED: _____

DocuSigned by:
John Margaritis
F4C4525FEDD24ED...

Plaintiff John Margaritis, Jr.

DATED: _____

Defendant AAA Oil, Inc. dba California Fuels and Lubricants

By: _____

Position: _____

1 Approved by counsel:

2 DATED:

WILSHIRE LAW FIRM

3
4 BY: _____

5 John G. Yslas

6 Counsel for Plaintiff John Margaritis, Jr

7
8
9 DATED: December 3, 2024

O'HAGAN MEYER, LLP

10
11
12 BY: _____

13 William Richards, Jr.

14 Counsel for Defendant AAA Oil, Inc. dba California
15 Fuels and Lubricants
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1 Approved by counsel:

2 DATED: November 22, 2024

WILSHIRE LAW FIRM

3
4 BY:  _____

5 John G. Yslas

6 Counsel for Plaintiff John Margaritis, Jr

7
8
9
10 DATED:

O'HAGAN MEYER, LLP

11
12 BY: _____

13 William Richards, Jr.

14 Counsel for Defendant AAA Oil, Inc. dba California
15 Fuels and Lubricants
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EXHIBIT "A"

EXHIBIT A

**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,
Lead Case No. 30-2024-01383304-CU-OE-CXC (Orange County Superior Court)*

***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 an employee class action/representative lawsuit (“Action”) against AAA Oil, Inc. dba California Fuels and Lubricants (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, John Margaritis, Jr., and seeks 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. **READ THIS NOTICE CAREFULLY.** You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
OPT-OUT OF THE CLASS PORTION OF THE SETTLEMENT 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 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 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 Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys'

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

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 lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Orange County Superior Court, and the case is titled, “*John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants*, Lead Case No. 30-2024-01383304-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 LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (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. 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 lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the 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 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 lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of 1/3 of the GSA or \$176,666.66 and reimbursement of actual costs; a Class Representative Service Payment of \$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 **\$XXXXXXXX**. 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 and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

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

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

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the 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, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

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 SETTLEMENT

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

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 Action, 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.

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

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

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

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.

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

John G. Yslas
john.yslas@wilshirelawfirm.com
Samantha A. Smith
Samantha.smith@wilshirelawfirm.com
Eugene Zinovyev
ezinovyev@wilshirelawfirm.com
John Brown
John.brown@wilshirelawfirm.com
Gabriella Solé
Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
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. 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 submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before , 2024, at the following address:

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

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

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 CX105 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 Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

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

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 address:

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 and other relevant documents, at

_____.

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.

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

EXHIBIT "2"

Delaney Graves

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Thursday, June 5, 2025 5:27 PM
To: Delaney Graves
Subject: Thank you for your Proposed Settlement Submission

06/05/2025 05:27:17 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cdelaney.graves%40wilshirelawfirm.com%7C47fb17ccfdb4744a6b208dda490ed05%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638847664569634606%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMjUzLjYiLCJIbGEwdGEuLy9hbG53b3VudDI6Im9kaWkiOjoiJC0%7C%7C%7C&sdata=0aW3SrKkCgS7LMW01k5DnZbc7xnn8I5iJ%2BEllDNyEyY%3D&reserved=0

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Orange County Superior C

Court Case Number *

30-2024-01383304-CU-

Hearing Date (if any)

Hearing Time

Hearing Location

Number of aggrieved employees *

92

Gross settlement amount *

530000.00

Gross penalty amount *

50000.00

Penalties to LWDA *

37500.00

Date of proposed settlement *

12/03/2024

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☐ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☒ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☒ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) *

 Class and PA...Agreement.pdf

Other Attachment (if any, must be .pdf)

 No file chosen[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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PROOF OF SERVICE

John Margaritis, Jr. v. AAA Oil, Inc.

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

I, Jonathan Melendez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is Jonathan.melendez@wilshirelawfirm.com.

On June 16, 2025, I served the foregoing **DECLARATION OF JOHN G. YSLAS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

William Richards, Jr.
wrichards@ohaganmeyer.com
O'HAGAN MEYER
4695 MacArthur Court, Ste. 900
Newport Beach, CA 92660
Tel: (949) 519-2133
kdenbleyker@ohaganmeyer.com
kthompson@ohaganmeyer.com

Attorneys for Defendant AAA OIL, INC. dba CALIFORNIA FUELS & LUBRICANTS

[X] BY EMAIL OR ELECTRONIC TRANSMISSION: Pursuant to CCP § 1010.6, I caused the document(s) to be sent to the person(s) at the E-Mail address(es) listed below including OneLegal. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on June 16, 2025, at Oakland, California.


Jonathan D. Melendez