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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUL 02 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

**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
Related Case: 30-2024-01416794-CU-OE-
CXC

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

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

1 This matter came on for hearing on June 1, 2026, at 1:30 p.m., in Department CX103 of
2 the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769. On January 13, 2026, this Court
4 issued a Revised Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
5 and PAGA Settlement. Plaintiff John Margaritis, Jr. ("Plaintiff") now seeks an order granting
6 final approval of the Class Action and PAGA Settlement Agreement ("Initial Settlement
7 Agreement") and Amendment to Class Action and PAGA Settlement Agreement
8 ("Amendment") (collectively, with Initial Settlement Agreement, "Settlement"), copies of
9 which are attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Final
10 Approval of Class Action and PAGA Settlement as **Exhibit 3, ROA 86**.

11 Having received and considered the Settlement, the supporting papers filed by the
12 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
13 of Class Action and PAGA Settlement granted on January 13, 2026, and the instant Motion for
14 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
15 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

16 1. Pursuant to the Revised Order Granting Plaintiff's Motion for Preliminary Approval of
17 Class Action and PAGA Settlement, the Class Notice was sent to each Class Member by First
18 Class mail. These papers informed Class Members of the terms of the Settlement, their right to
19 receive an Individual Settlement Payment, and their right to: (a) comment on or object to the
20 Settlement; (b) request exclusion from the Settlement and pursue their own remedies; (c) dispute
21 the calculation of their Individual Settlement Payment; and (d) appear at the final approval hearing.
22 No Class Member has objected to the proposed Settlement, and no Class Member has requested
23 exclusion.

24 2. The Court finds and determines that this notice procedure afforded adequate protections
25 to Class Members and provides the basis for the Court to make an informed decision regarding
26 approval of the Settlement based on the responses of the Class. The Court finds and determines
27 that the notice provided in this case was the best notice practicable, which satisfied the
28 requirements of law and due process.

1 3. With respect to the Class and for purposes of approving this Settlement only, this Court
2 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
3 joinder of all members is impracticable; (b) there are questions of law or fact common the class
4 and a well-defined community of interest among members of the Class with respect to the subject
5 matter of the action; (c) the claims of Class Representative John Margaritis, Jr. are typical of the
6 claims of the Class Members; (d) the Class Representative has fairly and adequately protected the
7 interests of the Class; (e) a class action is superior to other available methods for an efficient
8 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified
9 to serve as Class Counsel.

10 4. The Court has certified a Class for settlement purposes only, defined as all persons
11 currently or formerly employed by Defendant as hourly-paid, non-exempt employees in the State
12 of California during the Class Period (from February 29, 2020, through December 17, 2024). The
13 Court deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a):

14 5. The Court hereby confirms John G. Yslas, Eugene Zinovyev, John Brown, Lisa B.
15 Iturriaga, and Gabriella Solé of Wilshire Law Firm, PLC as Class Counsel.

16 6. The Court hereby confirms Plaintiff John Margaritis, Jr. as the Class Representative.

17 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
18 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
19 found that the Settlement was reached as a result of informed and non-collusive arm's length
20 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
21 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
22 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
23 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
24 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
25 the Settlement and recognizes the significant value accorded to the Class.

26 8. The Court hereby approves that Defendant AAA Oil, Inc. dba California Fuels and
27 Lubricants ("Defendant") shall pay a total of \$530,000.00 to resolve this litigation.

1 9. The Court finds and determines that the Individual Settlement Payments to be paid
2 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
3 hereby gives final approval to and orders the payment of those amounts to be made to the
4 Settlement Class Members in accordance with the Settlement.

5 10. From the Settlement Amount, the Court finds and determines that payment of
6 \$50,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
7 Workforce Development Agency will receive 75% (\$37,500.00), and the remaining 25%
8 (\$12,500.00) will be distributed to Aggrieved Employees (defined as all persons currently or
9 formerly employed by Defendant as hourly-paid, non-exempt employees in the State of California
10 during the PAGA Period (May 29, 2023, through December 17, 2024)). The Court hereby grants
11 final approval to and orders the payment of the amount in accordance with the Settlement.

12 11. From the Settlement Amount, the Court finds and determines the Class
13 Representative Service Payment of \$5,000.00 to the named Plaintiff is fair and reasonable. The
14 Court hereby grants final approval to and orders the payment of that amount to be paid to the named
15 Plaintiff for his service as a class representative and for his agreement to release claims.

16 12. From the Settlement Amount, the Court finds and determines that the fees and
17 expenses in administering the Settlement incurred by Phoenix Class Action Administration
18 Solutions ("Phoenix") in the amount of \$7,250.00 are fair and reasonable. The Court hereby grants
19 final approval to and orders the payment of that amount in accordance with the Settlement.

20 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
21 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
22 of \$159,000.00 and litigation costs in the amount of \$22,592.73. The Court hereby grants final
23 approval to and orders the payment of those amounts in accordance with the Settlement.

24 14. Effective on the date when Defendant fully funds the Gross Settlement Amount and
25 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
26 Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released
27 Parties as follows:
28

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

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

15 15. Without affecting the finality of this Order or the entry of judgment in any way, this
16 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
17 administration, effectuation and enforcement of this order and the Settlement. Pursuant to Code of
18 Civil Procedure section 664.6, the Court shall retain continuing jurisdiction to enforce the
19 Settlement Agreement and settlement terms.

20 16. Defendant shall not have any further liability for costs, expenses, interest, attorneys'
21 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

22 17. Neither the making of this Settlement nor the entry into the Settlement constitutes
23 an admission by Defendant, nor is this order a finding of the validity of any claims in this case or
24 of any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
25 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
26 to carry out the terms of the Settlement be construed as an admission or concession by or against
27 Defendant.
28

1 18. Upon completion of administration of the Settlement, the Settlement Administrator
2 will provide written certification of such completion to the Court, which shall be filed with the
3 Court within sixteen (16) court days before the final accounting hearing set for **June 21, 2027 at**
4 **1:30 p.m.**, Department CX103 of the above-captioned Court.

5 19. The Court hereby enters final judgment in accordance with the terms of the
6 Settlement, the Revised Order Granting Plaintiff's Motion for Preliminary Approval of Class
7 Action Settlement, and this Order.

8 20. The Settlement Administrator will post a copy of this order and judgment on the
9 website being maintained for this case for 180 days.

10 21. The Parties will bear their own costs and attorneys' fees except as otherwise
11 provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

12 22. The Court orders the Parties and the Settlement Administrator to carry out their
13 duties and obligations in accordance with the terms under the Settlement Agreement.

14 **IT IS SO ORDERED.**

15
16 Dated: _____

7/2/26

Honorable David A. Hoffer
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Margaritis vs. AAA Oil, Inc.**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE****CASE NUMBER:**
30-2024-01383304-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Order - Other dated 07/02/26, was transmitted electronically by an Orange County Superior Court email server on July 6, 2026, at 11:36:24 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

O'HAGAN MEYER LLP
KDENBLEYKER@OHAGANMEYER.COM

O'HAGAN MEYER LLP
KTHOMPSON@OHAGANMEYER.COM

O'HAGAN MEYER LLP
WRICHARDS@OHAGANMEYER.COM

WILSHIRE LAW FIRM, PLC
EZINOVYEV@WILSHIRELAWFIRM.COM

WILSHIRE LAW FIRM, PLC
JBROWN@WILSHIRELAWFIRM.COM

WILSHIRE LAW FIRM, PLC
JYSLAS@WILSHIRELAWFIRM.COM

Clerk of the Court, by:



_____, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE