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

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

15 *Plaintiff,*

16 v.

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

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

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

REVISED [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT

Date: January 12, 2026
Time: 1:30 PM
Dept.: CX103
Reservation No.: 74587663

REVISED [PROPOSED] ORDER

Having reviewed Plaintiff John Margaritis, Jr. (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”), the Declaration of John G. Yslas, the Declaration of Lisa B. Iturriaga, Plaintiff’s Declaration, the Declarations of William B. Richards Jr. and Jaime Duenas, the Class Action and PAGA Settlement Agreement and Class Notice (“Initial Settlement Agreement”) and Amendment to Class Action and PAGA Settlement Agreement (“Amendment to Settlement Agreement”) (collectively with Initial Settlement Agreement, “Settlement Agreement” or “Settlement”), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Initial Settlement Agreement between Plaintiff and Defendant AAA Oil, Inc. dba California Fuels and Lubricants (“Defendant” or “AAA Oil”) (collectively, the “Parties”), attached to the Declaration of John G. Yslas in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**, and the terms set forth in the Amendment to Settlement Agreement, attached to the Declaration of Lisa B. Iturriaga in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$530,000.00 to cover (a) Individual Class Payments to Participating Class Members who do not validly opt out of the Class Settlement; (b) a \$50,000.00 allocation toward PAGA Penalties under the Private Attorneys General Act (“PAGA”), 75% of which (\$37,500.00) will be paid to the State of California, Labor and Workforce Development Agency (“LWDA”), and 25% of which (\$12,500.00) will be paid to eligible Aggrieved Employees; (c) a Class Representative Service Payment of up to \$7,500.00 to Plaintiff; (d) Class Counsel’s attorneys’ fees, not to

1 exceed one-third of the Gross Settlement Amount (currently estimated to be \$176,666.66), and
2 up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
3 Settlement Administration Costs of up to \$7,250.00.

4 3. The Court preliminarily finds that the terms of the Settlement appear to be within
5 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
6 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
7 and reasonable to the Class Members when balanced against the probable outcome of further
8 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
9 significant informal discovery, investigation, research, and litigation have been conducted such
10 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
11 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
12 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
13 the result of intensive, serious, and non-collusive negotiations between the Parties with the
14 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
15 that the Settlement Agreement was entered into in good faith.

16 4. A final fairness hearing on the question of whether the proposed Settlement,
17 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
18 of claims for PAGA Penalties, and the Class Representative's Service Payment should be finally
19 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
20 accordance with the Implementation Schedule set forth below.

21 5. The Court provisionally certifies for settlement purposes only the following class
22 (the "Class"): "all persons currently or formerly employed by Defendant as hourly-paid, non-
23 exempt employees in the State of California during the Class Period."

24 6. "Class Period" means the period from February 29, 2020 through December 17
25 2024.

26 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
27 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
28 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions

1 of law and fact that are common, or of general interest, to all Settlement Class Members, which
2 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
3 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
4 the interests of the Settlement Class Members; and (5) a class action is superior to other
5 available methods for the fair and efficient adjudication of the controversy.

6 8. The Court appoints as Class Representative, for settlement purposes only,
7 Plaintiff. The Court further preliminarily approves Plaintiff's ability to request an incentive
8 Class Representative Service Payment award up to \$7,500.00.

9 9. The Court appoints, for settlement purposes only, John G. Yslas, Eugene
10 Zinoviyev, John Brown, and Gabriella Solé of Wilshire Law Firm, PLC, as Class Counsel. The
11 Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to
12 one-third of the Gross Settlement Amount (i.e., currently estimated to be \$176,666.66), and
13 costs not to exceed \$25,000.00.

14 10. The Court appoints Phoenix Class Action Administration Solutions as the
15 Settlement Administrator with reasonable Administration Costs estimated not to exceed
16 \$7,250.00.

17 11. The Court approves, as to form and content the Class Notice, (attached as **Exhibit**
18 **A** to the Settlement Agreement and attached herein), the Request for Exclusion Form (attached
19 herein as **Exhibit B**), the Objection Form (attached herein as **Exhibit C**), and the Challenge to
20 Workweeks and/or Pay Periods Form (attached herein as **Exhibit D**). The Court finds on a
21 preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies
22 due process, provides the best notice practicable under the circumstances, and shall constitute
23 due and sufficient notice to all persons entitled thereto.

24 12. The Parties are ordered to carry out the Settlement according to the terms of the
25 Settlement Agreement.

26 13. Any Class Member who does not timely and validly request exclusion from the
27 Class Settlement may object to the Settlement Agreement.

28 14. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class Data to the Settlement Administrator	January 26, 2026 14 days after Preliminary Approval
Settlement Administrator to mail the Class Notice Packets	February 1, 2026 5 days after receipt of Class Data
Class Member Deadline to Opt-Out	March 18, 2026 45 days after mailing of Class Notice
Class Member Deadline to Object	March 18, 2026 45 days after mailing of Class Notice
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	_____, 2026 14 days before the last day to file Plaintiff's Motion for Final Approval (proposed date of April 22, 2026)
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Class Representative Service Award to Plaintiff	_____, 2026 16 court days before the calendared Final Approval Hearing (proposed date of May 6, 2026)
Final Approval Hearing	May 29, 2026 at 1:30 p.m. [or _____ at _____ a.m./p.m.]

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

16. The Court will retain jurisdiction to enforce the Settlement pursuant to California Code of Civil Procedure § 664.6.

17. The Court further ORDERS the Parties and the Settlement Administrator to carry out their duties and obligations in accordance with terms of the Settlement Agreement.

IT IS SO ORDERED.

DATE:

Hon. David A. Hoffer
Orange County Superior Court

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
Orange County Superior Court, Case Nos.:
30-2024-01383304-CU-OE-CXC (lead)
30-2024-01416794-CU-OE-CXC

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

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

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

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. 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 [REDACTED]	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 [REDACTED]	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 [REDACTED]	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

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

Settlement.

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

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

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

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

2. WHAT IS THE CONSOLIDATED LAWSUIT ABOUT?

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

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

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

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

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

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

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

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

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

PAGA Penalties Payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$50,000.00 PAGA Penalties Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$37,500.00, will be

paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining 25% of the PAGA Penalties Payment, or \$12,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

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

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

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

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

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, you can challenge it. To do so, you must complete, sign, and send to the Settlement Administrator the accompanying Challenge to Workweeks and/or Pay Periods Form along with any supporting evidence. To be valid, a signed Challenge to Workweeks and/or Pay Periods must be timely faxed, emailed, or postmarked no

later than [45 days after Class Notice is Mailed]. Although the Settlement Administrator may make the initial decision as to Challenges to Workweeks and/or Pay Periods, the court may review any decisions made by the Settlement Administrator. You can send your Challenge to Workweeks and/or Pay Periods to the Settlement Administrator at:

Phoenix Class Action Administration Solutions
John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants

XXXXX
City, State, XXXXX
Email:
Fax

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [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, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, and/or insurers (including Travelers).

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

Released Class Claims:

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

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

Phoenix Class Action Administration Solutions
John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants Settlement

XXXXX
City, State, XXXXX
Email:
Fax:

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

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

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

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

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

16. HOW WILL THE

LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$176,666.66 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of actual litigation expenses incurred in this matter, not to exceed

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

\$25,000.00. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff John Margaritis, Jr. in the amount of \$7,500.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

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

17. HOW DO I OBJECT TO THE SETTLEMENT?

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

Phoenix Class Action Administration Solutions
John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants

XXXXX
City, State, XXXXX
Email:
Fax

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

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

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

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

THE COURT'S FAIRNESS HEARING

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

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

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

20. DO I HAVE TO COME TO THE HEARING?

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

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

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

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

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

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

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

PLEASE DO NOT TELEPHONE THE COURT OR AAA OIL, INC. DBA CALIFORNIA FUELS AND LUBRICANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

EXHIBIT B

Request for Exclusion Form

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

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE AN INDIVIDUAL CLASS SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

If you do *not* want to be included in this class action settlement, and do not want to receive an individual class settlement payment, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than **[45 days after Class Notice is Mailed]**. You can send this form to the Settlement Administrator at:

Phoenix Class Action Administration Solutions
John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants

XXXXX
City, State, XXXXX
Email:
Fax

If you submit this Request for Exclusion form, you will *not* receive an individual class settlement payment under the class action portion of the Settlement, and you will not be bound by the release set forth in the Settlement if the Court grants final approval of the Settlement. You will be excluded from the class action portion of the Settlement, and will not be a Class Member.

If you are entitled to receive a share of the PAGA Payment, you will receive your individual PAGA settlement payment even if you elect to exclude yourself from the class action portion of the Settlement. The employees who are entitled to receive a share of the PAGA Payment are those who meet the following definition: all persons currently or formerly employed by AAA Oil, Inc. dba California Fuels and Lubricants (“Defendant”) as hourly-paid, non-exempt employees in the State of California during the PAGA Period (May 29, 2023 through December 17, 2024).

By completing, signing, and returning this form, you are confirming your agreement with the following statement:

I have received notice of the proposed Settlement in this consolidated class action lawsuit, and I wish to be excluded from the class settlement. I understand by requesting exclusion from the class settlement, I will not receive any money from the class settlement, but I will retain whatever individual rights I may have, if any, to pursue a claim against the Defendant with respect to the class claims raised in the above-referenced lawsuit.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

Signature: _____

EXHIBIT C

OBJECTION FORM

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

If you want to object to the Settlement, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than [45 days after Class Notice is Mailed]. You can send this form to the Settlement Administrator at:

Phoenix Class Action Administration Solutions
John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants

XXXXXX
City, State, XXXXX
Email:
Fax

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval of the Class Action Settlement. By objecting, you are requesting that the Court *not* grant final approval of Settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your individual class settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Approval Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by sending it to the Settlement Administrator no later than [45 days after Class Notice is Mailed].

Your Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number, Including Area Code: _____
Last four digits of Social Security number: XXX-XX-_____
Date: _____
Signature: _____

Reasons Why You Object (you may attach additional pages if necessary): _____

EXHIBIT D

CHALLENGE TO WORKWEEKS AND/OR PAY PERIODS FORM

John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants

Orange County Superior Court, Case Nos.:

30-2024-01383304-CU-OE-CXC (lead)

30-2024-01416794-CU-OE-CXC

If you want to challenge you calculated workweeks and/or pay periods, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than [45 days after Class Notice is Mailed]. You can send this form to the Settlement Administrator at:

Phoenix Class Action Administration Solutions

John Margaritis, Jr. v. AAA Oil, Inc. d/b/a California Fuels and Lubricants

XXXXXX

City, State, XXXXX

Email:

Fax

Based on the records of AAA Oil, Inc. dba California Fuels and Lubricants (“Defendant”), the accompanying Settlement Notice includes: (1) the estimated number of Workweeks that you were employed by Defendant as an hourly-paid, non-exempt employee in the State of California during the Class Period (February 29, 2020 through December 17, 2024); and (2) the estimated number of Pay Periods that you were employed by Defendant as an hourly-paid, non-exempt employee in the State of California during the PAGA Period (May 29, 2023 through December 17, 2024). 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, send the completed Challenge to Workweeks and/or Pay Periods form, along with any documents that support your challenge, if any, by sending it to the Settlement Administrator no later than [45 days after Class Notice is Mailed]. You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator is entitled to presume that the number of credited Workweeks and/or Pay Periods contained in the Settlement Notice are correct unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security number: XXX-XX-_____

Date: _____

Signature: _____

Reasons Why You Believe You Worked More Workweeks and/or Pay Periods (you may attach additional pages if necessary): _____
