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**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

1 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
2 and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class
3 Member may challenge the allocation by communicating with the Administrator via fax, email or
4 mail. The Administrator must encourage the challenging Class Member to submit supporting
5 documentation. In the absence of any contrary documentation, the Administrator is entitled to
6 presume that the Workweeks contained in the Class Notice are correct so long as they are
7 consistent with the Class Data. The Administrator's determination of each Class Member's
8 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
9 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
10 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
11 Administrator's determination of the challenges.

12 7.7 Objections to Settlement.

13 7.7.1 Only Participating Class Members may object to the class action components of the
14 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
15 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
16 Payment and/or Class Representative Service Payment.

17 7.7.2 Participating Class Members may send written objections to the Administrator, by
18 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
19 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
20 Participating Class Member who elects to send a written objection to the Administrator must do
21 so not later than 45 (forty-five) days after the Administrator's mailing of the Class Notice (plus
22 an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

23 7.7.3 Non-Participating Class Members have no right to object to any of the class action
24 components of the Settlement.

25 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
26 performed or observed by the Administrator contained in this Agreement or otherwise.

27 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
28 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.

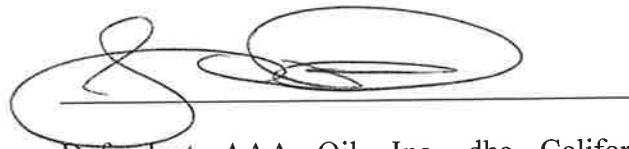
IT IS SO AGREED.

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.

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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