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individually, and on behalf of all others similarly situated

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

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

Plaintiff,

v.

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

Defendants.

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

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

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

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

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff John Margaritis, Jr. (“Plaintiff”) Motion for Preliminary
3 Approval of Class Action and PAGA Settlement (“Motion”), the Declaration of John G. Yslas,
4 Plaintiff’s declaration, and the Class Action and PAGA Settlement Agreement and Class Notice
5 (“Settlement Agreement”), and good cause appearing, the Court finds and orders as follows:

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

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$530,000.00 to cover (a) Individual Class Payments to Participating Class Members who do not
18 validly opt out of the Class Settlement; (b) a \$50,000.00 allocation toward PAGA Penalties
19 under the Private Attorneys General Act (“PAGA”), 75% of which (\$37,500.00) will be paid to
20 the State of California, Labor and Workforce Development Agency (“LWDA”), and 25% of
21 which (\$12,500.00) will be paid to eligible Aggrieved Employees; (c) a Class Representative
22 Service Payment of up to \$7,500.00 to Plaintiff; (d) Class Counsel’s attorneys’ fees, not to
23 exceed one-third of the Gross Settlement Amount (currently estimated to be \$176,666.66), and
24 up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
25 Settlement Administration Costs of up to \$7,250.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

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

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

18 6. "Class Period" means the period from February 29, 2020 through December 17
19 2024.

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
23 of law and fact that are common, or of general interest, to all Settlement Class Members, which
24 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
25 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
26 the interests of the Settlement Class Members; and (5) a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representative, for settlement purposes only,

Plaintiff. The Court further preliminarily approves Plaintiff's ability to request an incentive Class Representative Service Payment award up to \$7,500.00.

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

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

11. The Court approves, as to form and content the Class Notice, attached as Exhibit A to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

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

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

14. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class Data to the Settlement Administrator	Sep. 26, 2025 14 days after Preliminary Approval
Settlement Administrator to mail the Class Notice Packets	Oct. 1, 2025 5 days after receipt of Class Data
Class Member Deadline to Opt-Out	Nov. 17, 2025 45 days after mailing of Class Notice

EVENT:	DEADLINE:
Class Member Deadline to Object	Nov. 17, 2025 45 days after mailing of Class Notice
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	_____ 2025 14 days before the last day to file Plaintiff's Motion for Final Approval, Request for Attorney's Fees and Costs, and Class Representative Service Award to Plaintiff
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Class Representative Service Award to Plaintiff	_____ 2025 16 court days before the calendared Final Approval Hearing
Final Approval Hearing	_____ 2025 at _____ [or _____ at 8:30 a.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.

IT IS SO ORDERED.

DATE:

Hon. David Hoffer
Orange County Superior Court

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PROOF OF SERVICE

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

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

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

On June 16, 2025, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

William Richards, Jr.
wrichards@ohaganmeyer.com
O'HAGAN MEYER
4695 MacArthur Court, Ste. 900
Newport Beach, CA 92660
Tel: (949) 519-2133
kdenbleyker@ohaganmeyer.com
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Attorneys for Defendant AAA OIL, INC. dba CALIFORNIA FUELS & LUBRICANTS

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

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

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


Jonathan D. Melendez