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Attorneys for Plaintiff John Margaritis, Jr.

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 A. Hoffer
Dept. CX103

**DECLARATION OF LISA B.
ITURRIAGA IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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

1 I, Lisa B. Iturriaga, hereby declare as follows:

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

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

8 3. The Court’s Minute Order dated September 15, 2025 (“Minute Order”) states that
9 the Motion for Preliminary Approval of Class and Representative Action Settlement is continued
10 to January 12, 2026 at 1:30 p.m. The Minute Order further outlines twenty-five (25) pending issues
11 to be addressed and/or corrected in the supplemental moving papers. A true and correct copy of
12 the Court’s Minute Order dated September 15, 2025 is attached herein as **Exhibit 1**. The twenty-
13 five (25) pending issues are addressed below.

14 4. Issue #1: All moving and supporting papers were served on the LWDA. A true and
15 correct copy of the Proof of Service identifying each document served on the LWDA, when the
16 documents were served and how service was effected is attached herein as **Exhibit 9**. Additionally
17 attached to Exhibit 9 is a “PAGA Notice Public Search – Case Detail”. The LWDA received these
18 documents by Plaintiff’s counsel uploading each document to the LWDA website,
19 <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>, and
20 then a confirmation was subsequently sent to Plaintiff’s counsel from the LWDA confirming
21 submission of each document.

22 5. Issue #2: Plaintiff and Defendant AAA Oil, Inc. dba California Fuels and Lubricants
23 (“Defendant”) (collectively with Plaintiff, the “Parties”) amended section 3.2.2 of the settlement
24 agreement to include that Class Counsel Litigation Expenses Payment for actual costs “not to
25 exceed \$25,000.00.” A true and correct copy of Amendment to Class Action and PAGA Settlement
26 Agreement (“Amendment”) is attached herein as **Exhibit 2**.

1 6. Issue #3: Plaintiff's anticipated total compensation to be received is estimated to be
2 approximately \$237.23 for his portion of the Individual Class Payment and approximately \$43.52
3 for his portion of the Individual PAGA Payment.

4 7. Issue #4: On May 29, 2024, Plaintiff gave notice to the LWDA and Defendant of
5 his intention to file a representative action under PAGA. A true and correct copy of Plaintiff's
6 LWDA notice letter dated May 29, 2024 is attached herein as **Exhibit 10**. Additionally, attached
7 to Exhibit 10 is the Confirmation from the LWDA regarding Plaintiff's LWDA notice letter.

8 8. Issue #5: The Minute Order stated that the "Released Parties" provision is
9 overbroad. As such, the Parties amended section 1.43 of the settlement to narrow the Released
10 Parties and removed reference to consultants, accountants, reinsurers and legal representatives.
11 The Parties further amended section 1.43 to clarify that insurers include Travelers.

12 9. Issue #6: The Parties amended section 5 of the settlement to include Aggrieved
13 Employees. As such, section 5 of the Amendment states "Effective on the date when Defendant
14 fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion
15 of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class
16 Counsel will release claims against all Released Parties as follows."

17 10. Issue #7: The Minute Order mistakenly refers to the Response Deadline being in
18 section 1.44, however, it is in fact section 1.45. As such, the Parties amended section 1.45 of the
19 settlement to include "or (c) fax, email, or mail challenges to calculations of Workweeks and/or
20 Pay Periods." Section 1.45 "Response Deadline" now includes disputes to the Class's Workweeks
21 and/or Pay Periods.

22 11. Issue #8: The Parties amended sections 7.5.2, 7.6, and 7.8.4 to clarify that while the
23 settlement administrator may make the initial decision as to requests for exclusions, objections,
24 and disputes but the Court may review any decisions made by the settlement administrator.

25 12. Issue #9: After making reasonable inquiry, I have not become aware since executing
26 the Agreement of any other class, representative, or other collective action in any court that asserts
27 claims similar to those asserted in this action.
28

1 13. Additionally, on behalf of Defendant, Jamie Duenas provided a declaration
2 addressing their knowledge of any other class, representative, or other collective action.
3 Declaration of Jaime Duenas filed concurrently herewith. Similarly, defense counsel provided a
4 declaration addressing their knowledge of any other class, representative, or other collective action.
5 Declaration of William B. Richards, Jr. filed concurrently herewith.

6 14. Issue #10: Plaintiff's counsel will address at final approval their request for
7 attorneys' fees in the amount of one-third (1/3), or \$176,666.66.

8 15. Issue #11: Plaintiff's counsel and/or Plaintiff will address their request for a Class
9 Representative Service Payment of \$7,500.00 at final approval with a declaration from Plaintiff
10 which will include an estimate of the amount of time Plaintiff has spent on this litigation.

11 16. Issue #12: On November 19, 2024, Phoenix Class Action Administration Solutions
12 provided a bid request. A true and correct copy of Phoenix's Bid Request is attached herein as
13 **Exhibit 11**.

14 17. Issue #13: The Minute Order simply states that the notice should be revised
15 consistent with the revisions above. The Parties made sure to make each change outlined in the
16 Minute Order and that such changes reflected in the Amendment are also reflected in the amended
17 class notice.

18 18. Issue #14: The Parties amended the notice's caption to include both case numbers.

19 19. Issue #15: The Parties drafted a Request for Exclusion form, Challenge to
20 Workweeks and/or Pay Periods form, and an Objection form to be included in the notice sent out
21 to the Class. A true and correct copy of the Request for Exclusion Form is attached herein as
22 **Exhibit 5**. A true and correct copy of the Objection Form is attached herein as **Exhibit 6**. A true
23 and correct copy of the Challenge to Workweeks and/or Pay Periods Form is attached herein as
24 **Exhibit 7**. The Parties also amended paragraphs 9, 12, and 17 in the notice to include reference to
25 the forms and let the Class know that the forms may be used to exclude themselves from the
26 settlement, challenge their workweek and/or pay period county, or object to the settlement.

27 20. Issue #16: The Parties amended paragraph 2 of the class notice to clearly describe
28 that "PAGA is a statute codified through California Labor Code sections, 2698, *et seq.*, which

1 authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves,
2 other aggrieved current and former employees, and the State of California for alleged Labor Code
3 violations.”

4 21. Issue #17: The Parties amended paragraph 7 of the class notice to clearly state that
5 actual costs are “not to exceed \$25,000.00.”

6 22. Issue #18: The Parties amended the class notice to correctly list the department
7 number as Department CX103 rather than Department CX105 as previously stated.

8 23. Issue #19: The Parties amended the class notice to clarify that “the notice of final
9 entry of judgment (if and when granted), and other relevant documents” can be viewed at the
10 administrator’s website for this case. The class notice further states that “[t]he website will be
11 accessible for at least 180 days following the Court’s entry of final judgment.”

12 24. Issue #20: The Parties made sure the proposed order was revised consistent with
13 changes made to the Amendment and outlined in the Minute Order. A true and correct copy of the
14 redlined Revised [Proposed] Order Granting Plaintiff’s Motion for Preliminary Approval of Class
15 Action and PAGA Settlement (“Revised [Proposed] Order”) is attached herein as **Exhibit 13**.

16 25. Issue #21: The Parties removed counsel from the caption page and revised the
17 hearing information to reflect the new hearing date and time outlined in the Minute Order on the
18 caption page.

19 26. Issue #22: The Parties added the following language to paragraph 11 of the Revised
20 [Proposed] Order, [t]he Court approves, as to form and content the Class Notice, “(attached as
21 **Exhibit A** to the Settlement Agreement and attached herein), the Request for Exclusion Form
22 (attached herein as **Exhibit B**), the Objection Form (attached herein as **Exhibit C**), and the
23 Challenge to Workweeks and/or Pay Periods Form (attached herein as **Exhibit D**).”

24 27. Issue #23: The Parties revised the Implementation Schedule outlined in paragraph
25 14 of the Revised [Proposed] Order based on the deadlines outlined in the Class Action and PAGA
26 Settlement Agreement (“Initial Settlement Agreement”) and the continued Motion for Preliminary
27 Approval hearing date of January 12, 2026. Based on the deadlines outlined in the Initial Settlement
28 Agreement, the Parties propose May 6, 2026 as the Final Approval hearing to ensure the Parties

1 have enough time to proceed through the Class Notice timeframe and allow Plaintiff sufficient
2 time to draft and file the Final Approval moving papers.

3 28. Issue #24: The Parties added the following language to paragraph 14 of the Revised
4 [Proposed] Order, “[t]he Court will retain jurisdiction to enforce the Settlement pursuant to
5 California Code of Civil Procedure § 664.6.”

6 29. Issue #25: The Parties added the following language to paragraph 17 of the Revised
7 [Proposed] Order “[t]he Court further ORDERS the Parties and the Settlement Administrator to
8 carry out their duties and obligations in accordance with terms of the Settlement Agreement.”

9 30. A true and correct copy of the redlined Amendment to Class Action and PAGA
10 Settlement Agreement is attached herein as **Exhibit 3**.

11 31. A true and correct copy of the amended Class Notice (clean version) is attached
12 herein as **Exhibit 4**.

13 32. A true and correct copy of the redlined amended Class Notice is attached herein as
14 **Exhibit 8**.

15 33. A true and correct copy of the Revised [Proposed] Order (clean version) is attached
16 herein as **Exhibit 12**.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct. Executed on December 23, 2025 at Los Angeles, California.

19
20 
21 Lisa B. Iturriaga

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 09/15/2025

TIME: 01:30:00 PM

DEPT: CX103

JUDICIAL OFFICER PRESIDING: David A. Hoffer

CLERK: J. Quamina

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: D. Howard

CASE NO: **30-2024-01383304-CU-OE-CXC** CASE INIT.DATE: 02/29/2024

CASE TITLE: **Margaritis vs. AAA Oil, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74616328

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: John Margaritis, Jr

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Preliminary Approval of Class Action and
PAGA Settlement, 06/17/2025

EVENT ID/DOCUMENT ID: 74633222

EVENT TYPE: Status Conference

APPEARANCES

No Appearance by all parties

There are no appearances by any party.

The Court deems these following matters related:

Margaritis vs. AAA Oil, Inc. 30-2024-01383304-CU-OE-CXC

Margaritis vs. AAA Oil, Inc. 30-2024-01416794-CU-OE-CXC

Tentative Ruling posted on the Internet.

The Court **ADOPTS** and **CONFIRMS** the tentative ruling **FINAL** as follows:

The tentative ruling is to continue Plaintiff John Margaritis, Jr.'s **Motion for Preliminary Approval of Class and Representative Action Settlement to January 12, 2026 at 1:30 p.m.**

Counsel must file supplemental papers addressing the court's concerns below (not fully revised papers that would have to be reread) no later than 16 days before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement and the class notice, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved.

1. Were all moving and supporting papers served on the LWDA? Plaintiff must file with the court a proof of service identifying the specific documents served on the LWDA, when plaintiff served the documents, and how service was effected. As to the settlement:
2. Litigation costs should be capped at a specific amount (i.e., \$25,000) in the settlement. ¶ 3.2.2.
3. The parties should provide plaintiff's anticipated total compensation to be received (including for any individual claims and excluding any enhancement payment).
4. Provide the LWDA notice letter(s) for the court's review.
5. The "Released Parties" provision is overbroad. ¶ 1.43. It includes unidentified and/or unrelated third parties such as "consultants...accountants, insurers, reinsurers, and/or legal representatives." These third parties should be identified or deleted.
6. The first sentence of paragraph 5 should include Aggrieved Employees.
7. The Response Deadline in paragraph 1.44 should include disputes.
8. Paragraphs 7.5.2, 7.6, and 7.84 should be revised to state that, although the settlement administrator may make the initial decision as to requests for exclusions, objections, and disputes, the court may review any decisions made by the settlement administrator.
9. The parties (including defendant) should advise, in declarations filed with the court, whether, after making reasonable inquiry, they have become aware since executing the settlement agreement of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the declarations shall also state the name and case number of any such case and the procedural status of that case, and describe the impact of the settlement on that case.
10. While the court will not determine the amount of attorneys' fees to be awarded until final approval, the court is unlikely to approve attorneys' fees in excess of 30% of the gross settlement amount absent unique circumstances. Plaintiff's counsel should address at final approval whether any such unique circumstances exist here.
11. While the court will not determine the amount of any enhancement award to be paid to plaintiff until final approval, the court is unlikely to approve an enhancement award in excess of \$5,000 absent unique circumstances. Plaintiff should address at final approval whether any such unique circumstances exist here and include an estimate of the amount of time spent on this litigation.
12. Provide a quote from the administrator. As to the notice:
13. The notice should be revised consistent with the above.
14. Both case captions should be included on page one and throughout.
15. The court prefers the notice be accompanied by separate exclusion, objection, and dispute forms. Their use should be referenced in the appropriate sections.
16. Provide a description of the PAGA statute. § 2.
17. The cap on litigation costs should be included. §§ 7.

18. Correct the department number. § 19.

19. How will class members and aggrieved employees be notified of entry of final judgment? The notice should provide for online access for at least 180 days on the administrator's website. As to the proposed order:

20. The proposed order should be revised consistent with the above.

21. Counsel and hearing information should be removed from caption page.

22. The notice and exclusion, dispute, and objection forms should be identified and attached as exhibits.

23. Propose a realistic final approval hearing date. ¶ 14.

24. A paragraph should be added providing that the court will retain jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.

25. The following paragraph should be added: "The court orders the parties and the settlement administrator to carry out their duties and obligations in accordance with terms of the settlement agreement."

Plaintiff is ordered to provide notice of this ruling to the LWDA and defendant.

EXHIBIT 2

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10 Attorneys for Plaintiff John Margaritis, Jr.

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

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF ORANGE**

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

22 Plaintiff,

23 vs.

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

27 Defendants.
28

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

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

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

1 **AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

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

7 **RECITALS**

8 A. WHEREAS, in December 2024, the Parties entered into the Agreement.

9 B. WHEREAS, Paragraph 12.9 of the Agreement states:

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

12 C. WHEREAS, Paragraph 12.5 of the Agreement states:

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

17 E. WHEREAS, the Parties now wish to amend the Agreement to alter the language of
18 Paragraphs 1.43, 1.45, 3.2.2, 5, 7.5.2, 7.6, and 7.8.4 of the Agreement, as well as add Paragraph
19 12.19 to the Agreement.

20 NOW THEREFORE, based on the foregoing Recitals, the Parties, by and through
21 their respective undersigned attorneys of record, agree that the following provisions of the
22 Agreement are hereby amended in the manner indicated as follows:

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AMENDMENTS TO THE AGREEMENT

1. Paragraph 1.43 of the Agreement is amended and replaced to read as follows:

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, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, and/or insurers (including Travelers).

2. Paragraph 1.45 of the Agreement is amended and replaced to read as follows:

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; (b) fax, email, or mail his or her Objection to the Settlement; or (c) fax, email, or mail challenges to calculations of Workweeks and/or Pay Periods. 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.

3. Paragraph 3.2.2 of the Agreement is amended and replaced to read as follows:

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$176,666.66, and a Class Counsel Litigation Expenses Payment for actual costs not to exceed \$25,000.00. Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff’s counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

4. Paragraph 5 of the Agreement is amended and replaced to read as follows:

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion

of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5. Paragraph 7.5.2 of the Agreement is amended and replaced to read as follows:

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. Although the Administrator may make the initial decision as to Requests for Exclusion, the Court may review any decisions made by the Administrator.

6. Paragraph 7.6 of the Agreement is amended and replaced to read as follows:

7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Although the Administrator may make the initial decision as to challenges to calculations of Workweeks and/or PAGA Pay Periods, the Court may review any decisions made by the Administrator. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7. Paragraph 7.8.4 of the Agreement is amended and replaced to read as follows:

7.8.4 Workweek and/or Pay Period Challenges. Although the Administrator has the authority to address and make initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods, the Court may review any decisions made by the Administrator.

8. Paragraph 12.19 of the Agreement is added to read as follows:

12.9 Continuing Jurisdiction. The Parties agree that the Court shall retain continuing jurisdiction to enforce the Agreement and settlement terms pursuant to California Code of Civil Procedure § 664.6.

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By the Parties:

DATED: _____
Plaintiff John Margaritis, Jr.

DATED: _____
Defendant AAA Oil, Inc. dba California Fuels and Lubricants
By: _____
Position: _____

Approved by counsel:

DATED: WILSHIRE LAW FIRM, PLC

BY: _____
John G. Yslas
Counsel for Plaintiff John Margaritis, Jr

DATED: O'HAGAN MEYER, LLP

BY: _____
William Richards, Jr.
Counsel for Defendant AAA Oil, Inc. dba
California Fuels and Lubricants

EXHIBIT 3

John G. Yslas (SBN 187324)
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Attorneys for Plaintiff John Margaritis, Jr., ~~individually~~
~~and on behalf of others similarly situated~~

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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,

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

[Assigned for all purposes to: Hon. Randall J. Sherman David A. Hoffer, Dept. CX103]

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

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Defendants.

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amendment (the “Amendment”) to Class Action and PAGA Settlement Agreement (the “Agreement”) is made by and between Plaintiff John Margaritis, Jr (“Plaintiff”) and Defendant AAA Oil, Inc. dba California Fuels and Lubricants (“Defendant”). The Agreement and this Amendment thereto refer to Plaintiff and Defendant collectively as the “Parties,” or individually as a “Party.”

RECITALS

A. WHEREAS, in December 2024, the Parties entered into the Agreement.

B. WHEREAS, Paragraph 12.9 of the Agreement states:

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

C. WHEREAS, Paragraph 12.5 of the Agreement states:

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

E. WHEREAS, the Parties now wish to amend the Agreement to alter the language of Paragraphs 1.43, 1.45, 3.2.2, 5, 7.5.2, 7.6, and 7.8.4 of the Agreement, as well as add Paragraph 12.19 to the Agreement.

NOW THEREFORE, based on the foregoing Recitals, the Parties, by and through their respective undersigned attorneys of record, agree that the following provisions of the Agreement are hereby amended in the manner indicated as follows:

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AMENDMENTS TO THE AGREEMENT

1. Paragraph 1.43 of the Agreement is amended and replaced to read as follows:

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, and/or accountants, insurers, reinsurers (including Travelers), and/or legal representatives.

2. Paragraph 1.45 of the Agreement is amended and replaced to read as follows:

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; or (c) fax, email, or mail challenges to calculations of Workweeks and/or Pay Periods. 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.

3. Paragraph 3.2.2 of the Agreement is amended and replaced to read as follows:

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$176,666.66, and a Class Counsel Litigation Expenses Payment for actual costs not to exceed \$25,000.00. Defendant will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

4. Paragraph 5 of the Agreement is amended and replaced to read as follows:

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion

of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5. Paragraph 7.5.2 of the Agreement is amended and replaced to read as follows:

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. ~~The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.~~ If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. ~~The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.~~ Although the Administrator may make the initial decision as to Requests for Exclusion, the Court may review any decisions made by the Administrator.

6. Paragraph 7.6 of the Agreement is amended and replaced to read as follows:

7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Although the Administrator may make the initial decision as to challenges to calculations of Workweeks and/or PAGA Pay Periods, the Court may review any decisions made by the Administrator. ~~The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.~~ The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7. Paragraph 7.8.4 of the Agreement is amended and replaced to read as follows:

7.8.4 Workweek and/or Pay Period Challenges. ~~Although t~~The Administrator has the authority to address and make final-initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods, the Court may review any decisions made by the Administrator. ~~The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.~~

8. Paragraph 12.19 of the Agreement is added to read as follows:

12.9 Continuing Jurisdiction. The Parties agree that the Court shall retain continuing jurisdiction to enforce the Agreement and settlement terms pursuant to California Code of Civil Procedure § 664.6.

By the Parties:

DATED: _____

Plaintiff John Margaritis, Jr.

DATED: _____

Defendant AAA Oil, Inc. dba California Fuels and Lubricants

By: _____

Position: _____

Approved by counsel:

DATED:

WILSHIRE LAW FIRM, PLC

BY:

John G. Yslas

Counsel for Plaintiff John Margaritis, Jr

DATED:

O'HAGAN MEYER, LLP

BY:

William Richards, Jr.

Counsel for Defendant AAA Oil, Inc. dba

California Fuels and Lubricants

EXHIBIT 4

**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 	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT Written Objections Must be Submitted by 	Write to the Court about why you object to the Settlement. If you opt-out of the Class Settlement, you cannot object. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS Written Challenges Must be Submitted by 	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your Workweeks or Pay Periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you were employed by AAA Oil, Inc. dba California Fuels and Lubricants as an hourly-paid, non-exempt employee in California at some point(s) between February 29, 2020 through December 17, 2024, and are therefore a member of the Class for purposes of this Settlement.

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

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

XXXXXX

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:

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?

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

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 \$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

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

THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

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

EXHIBIT 5

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

XXXXXX
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 6

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 7

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): _____

EXHIBIT 8

**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, Lead Case Nos.:
30-2024-01383304-CU-OE-CXC (lead)-(~~Orange County Superior Court~~)
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 ~~a 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 seeks payment of (1) alleged back wages and other relief for a class of non-exempt or hourly-paid employees who were employed by Defendant in California during the Class Period (February 29, 2020 through December 17, 2024) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt or hourly-paid employees who were employed by Defendant in California during the PAGA Period (May 29, 2023 through December 17, 2024) (“Aggrieved Employees”).

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

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
OPT-OUT OF THE CLASS PORTION OF THE SETTLEMENT The Opt-Out Deadline is 	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT Written Objections Must be Submitted by 	Write to the Court about why you object to the Settlement. If you opt-out of the Class Settlement, you cannot object. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS Written Challenges Must be Submitted by 	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your Workweeks or Pay Periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you were employed by AAA Oil, Inc. dba California Fuels and Lubricants as an hourly-paid, non-exempt employee in California at some point(s) between February 29, 2020 through December 17, 2024, and are therefore a member of the Class for purposes of this Settlement.

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

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 lawsuit 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, Lead 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.

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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?

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

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuitActions. 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 lawsuitActions. 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 XXXXXXXX. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the class portion of the Settlement.

PAGA Penalties Payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$50,000.00 PAGA Penalties Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$37,500.00, will be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% of the PAGA

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

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 and along with provide 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

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

made by the Settlement Administrator.~~to-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

XXXXXX
City, State, XXXXX
Email:
Fax

~~the Settlement Administrator, whose contact information is listed in Section 12 below.~~

10. WHEN WOULD I GET MY PAYMENT?

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

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

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself from the class portion of the Settlement, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against the Released Parties. The "Released Parties" include Defendant and its former, present, and future owners, parents, subsidiaries, and affiliates, and all of their current, former, and future officers, directors, members, managers, employees, ~~consultants,~~ partners, shareholders, joint venturers, agents, predecessors, successors, assigns, and/or accountants, insurers (including Travelers), ~~reinsurers, and/or legal representatives.~~

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 a the accompanying written and signed Request for Exclusion Form. To be valid, a signed Request for Exclusion which 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 Rrequest 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

XXXXXX
City, State, XXXXXX
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.

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

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
~~Samantha A. Smith~~
~~Samantha.smith@wilshirelawfirm.com~~
Eugene Zinovyev
~~Eugene.zinovyev@wilshirelawfirm.com~~
John Brown
~~John.brown@wilshirelawfirm.com~~
Gabriella Solé
~~Gabriella.sole@wilshirelawfirm.com~~
WILSHIRE LAW FIRM, PLC
~~3055 Wilshire Blvd~~ ~~660 S. Figueroa St.~~,
~~12th Floor~~ **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

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

Court-approval of actual litigation expenses incurred in this matter, not to exceed \$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 a-written Objection Form. To be valid, a signed Written-Objections and/or notices of intent to appear at the Final Approval Hearing must be timely faxed, emailed, or mailed to the Settlement Administrator and postmarked no later than 45 days after Class Notice is Mailed on or before [REDACTED], 2024. You can send your Objection to the Settlement Administrator, at the following address:

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

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

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

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 CX1035 of the Orange County Superior Court located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

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

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

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

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

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 address:

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

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

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

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

EXHIBIT 9

John G. Yslas (SBN 187324)
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Attorneys for Plaintiff John Margaritis, Jr.

**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 A. Hoffer
Dept. CX103*

PROOF OF SERVICE

Date: January 12, 2025
Time: 1:30 PM
Dept.: CX103
Reservation No.: 74587663

PROOF OF SERVICE

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

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Lisa Iturriaga, 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 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is lisa.iturriaga@wilshirelawfirm.com.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site:

Date	Document Description	LWDA Document Upload Type
5/29/2024	LWDA Letter	PAGA Notice
6/5/2025	Class and PAGA Settlement Agreement	Proposed Settlement of PAGA case
6/25/2025	PAGA Complaint	Court Complaint
11/21/2025	• Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; • Declaration of John Margaritis, Jr. in support of Motion for Preliminary Approval of Class Action and PAGA Settlement; • Declaration of John G. Yslas in support of Motion for Preliminary Approval of Class Action and PAGA Settlement; • [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement	Proposed Settlement of PAGA case
12/18/2025	Plaintiff's Notice of Minute Order Continuing Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement	Other Documents
12/23/2025	Amendment to Class Action and PAGA Settlement Agreement	Proposed Settlement of PAGA case

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

Executed on December 23, 2025, at Santa Ana, California.


Lisa Iturriaga

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1031042-24
Plaintiff for PAGA Case: John Margaritis Jr.
Filer/Attorney for PAGA Case: John Yslas
Law Firm for PAGA Plaintiff: Wilshire Law Firm, PLC
Employer: AAA Oil, Inc. dba California Fuels and Lubricants
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Orange County Superior Court
PAGA Court Case Number: 30-2024-01383304-CU-OE-CXC
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 11/21/2025 06:13:46 PM by John Brown	Decl Plt ISO MPA (AAAOil-CLASS) 2025-6-16.pdf	11/21/2025 06:14 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 11/21/2025 06:13:46 PM by John Brown	Decl JY ISO MPA (AAAOil-CLASS) 2025-6-16.pdf	11/21/2025 06:13 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 11/21/2025 06:13:46 PM by John Brown	Prop Order re MPA (AAAOil-CLASS) 2025-6-16.pdf	11/21/2025 06:14 PM	Proposed Settlement
Additional PAGA Document Submitted on 11/21/2025 12:21:37 PM by William	LWDA Letter for Dropping - Vaquero.pdf	11/21/2025 12:21 PM	Other PAGA Document
Additional PAGA Document Submitted on 12/18/2025 06:00:07 PM by John	2025 12-18 Notice of Minute Order - AAA Oil, Inc..pdf	12/18/2025 06:00 PM	Other PAGA Document
Court Complaint Submitted on 06/25/2025 11:47:41 AM by Delaney Graves	PAGA Complaint (AAAOil) 2024-08-02.pdf	06/25/2025 11:47 AM	Court Complaint
PAGA Notice Submitted on 05/29/2024 05:19:47 PM by John Yslas	LWDA letter - CA Fuels & Lubricants (Margaritis) FINAL 2024 05-29.pdf	05/29/2024 05:20 PM	PAGA Notice
Proposed Settlement Submitted on 06/05/2025 05:27:17 PM by Delaney Graves	Class and PAGA Settlement Agreement.pdf	06/05/2025 05:27 PM	Proposed Settlement
Proposed Settlement Submitted on 11/21/2025 06:13:46 PM by John Brown	MPA (AAAOil-CLASS) 2025-6-16.pdf	11/21/2025 06:13 PM	Proposed Settlement
Proposed Settlement Submitted on 12/23/2025 12:44:55 PM by John Yslas	Amendment to Class Action and PAGA SA (FULLY-EXECUTED).pdf	12/23/2025 12:44 PM	Proposed Settlement

EXHIBIT 10

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Jennifer Leinbach, Esq.
Jeffrey Bils, Esq.
Nathan Kingery, Esq.
Elizabeth Votra, Esq.
Benjamin Haber, Esq.
Ghazaleh Attaran, Esq.
Adam Sherman, Esq.
Jesenia Martinez, Esq.
Arrash Fattahi, Esq.
Jesse Chen, Esq.
Diego Aviles, Esq.

May 29, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

AAA Oil, Inc. dba California Fuels & Lubricants
11621 Westminster Avenue
Garden Grove, CA 92843
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 6047 84

CCAL Group, Inc.
Agent for Service of Process
AAA Oil, Inc.
12465 Lewis St., Ste. 204
Garden Grove, CA 92840
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 6047 91

Re: ***John Margaritis Jr. v. AAA Oil, Inc. dba California Fuels and Lubricants***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by John Margaritis Jr. ("Mr. Margaritis" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, AAA Oil, Inc. dba California Fuels and Lubricants ("CFL" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and some or potentially all of Employers' Aggrieved Employees.

Mr. Margaritis wishes to pursue this action on behalf of Employee as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for CFL in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Mr. Margaritis's Employment with CFL

CFL is primarily a fuels services and delivery company. Employee worked as a field truck driver. In performing Employee's duties, Employee was regularly required to perform work (off-the-clock), without compensation. Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums they were entitled to. Additionally,

Employee incurred business-related expenses, including cell phone expenses, but Employers failed to reimburse such expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Mr. Margaritis is a resident of Huntington Beach, California who worked for Employers in Orange County, California as an hourly-paid, non-exempt employee from approximately April 2023 to approximately August 2023.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight

hours on any seventh day of a workweek. Employers at times failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." (*Id.* at 671.) As a result of Employers' rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks.

Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided. As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period.

Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving

Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

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Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

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Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers’ time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers’ failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers’ control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee’s and Aggrieved Employees’ meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee’s and Aggrieved Employees’ work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers’ failure to keep “accurate and complete” payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employee and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers’ premises) and by failing at times to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed at times to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees, or some of them, on their wage statements or other written statement.

Based on information and belief, Employers at times failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing at times to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers at times failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees, or some of them.

Based on information and belief, Employers at times failed to provide notice of sick leave amount balance left for Employee and other Aggrieved Employees, or some of them, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employee, and other Aggrieved Employees, or some of them, would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation. This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employee and the Aggrieved Employees, or some of them.

In violation of Labor Code section 247.5, Employers at times failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and Aggrieved Employees, or some of them, permitting the presumption that Employee and these Aggrieved Employees, or some of them, were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers at times further failed and continue at times to fail to comply with Labor Code section 246, by failing to provide Employee and Aggrieved Employees, or some of them, with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers at times unlawfully retained and continue at times to retain paid sick leave that should have been paid but was not, as a result of Employers' failure, at times, to properly institute a paid sick leave program.

On information and belief, Employee alleges that these practices at times were experienced and continue to be experienced at times by other Aggrieved Employees, or some of them.

Employee requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employee and other Aggrieved Employees, or some of them, are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers at times violated Labor Code section 248.2 by not providing Aggrieved Employees, or some of them, with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due. Employers at times violated and continue at times to violate Labor Code section 216 by failing to pay Employee and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Employee and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each Aggrieved Employee (or some of them) so affected, for each pay period (or some of them) during which the statute's provisions were violated.²

² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers at times failed to provide Aggrieved Employees, or some of them, with suitable seating, and when such employees, or some of them, were not engaged in duties which required them to stand, at times no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, Aggrieved Employees at times were not engaged in active duties of their employment, yet at times there were no suitable seats in reasonable proximity to the work area, and use of seats would not have interfered with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employee's and other Aggrieved Employees' work, or some of them, reasonably permitted the use of seats. However, Employers at times failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas, or some of them, in violation of section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, or some of them, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

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³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

As described above, Employers at times willfully and systematically denied Employee and other Aggrieved Employees, or some of them, of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers at times acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers at times paid Employee and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers at times had and continue at times to have a policy and/or practice of failing to allow Aggrieved Employees, or some of them, and Exempt Aggrieved Employees, or some of them, to use their earned vacation/paid time off during their employment and failing at times to pay all vested, accrued paid time off to Aggrieved Employees, or some of them, and/or Exempt Aggrieved Employees, or some of them, upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers at times had and have failed to provide temporary workers, or some of them, with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful conditions of employment including but not limited to unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to

work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers at times ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, or some of them, in violation of Labor Code section 1024.5, and at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employee to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to a background check which failed to abide by the requirements set forth in California Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing, at times, to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing at times to provide disclosures free of extraneous information, failing at times to provide a lawful purpose for the background check, failing at times to provide a summary of rights under the ICRAA and/or the FCRA, failing at times to provide a way by which the individual could request a copy of the report, failing at times to disclose the name, address, and telephone number of the third party preparing the report, and failing at times to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By at times requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by at times requiring applicants and employees, or some of them, to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking, at times, about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking, at times, about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers at times violated Labor Code section 432.5 by requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to other unlawful agreements, including but not limited to an unlawful waiver of PAGA and or representative actions, as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”).

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”).

Upon information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By at times requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree, in writing, to an unlawful PAGA waiver, Employers at times required written agreement to an unlawful provision as a condition of employment, which is a violation of labor code section 432.5.

As such, Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, continue to be subject at times to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees, or some of them, from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employee is informed and believes, this violates Business and Professions Code sections 17200, 16600 and 16700 and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices at times prevent Employee and/or other Aggrieved Employees, or some of them, from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers at times have failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges, that Employers at times have required or permitted employees, or some of them, to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges, that Employers at times have failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges, that these failures include, without limitation, at times failing to disinfect time clocks and other surfaces after use by Employee and/or other Aggrieved Employees, or some of them; at times failing to provide adequate protection equipment to Employee and/or other Aggrieved Employees, or some of them; and at times failing to provide adequate distance in working conditions between Employee and/or other Aggrieved Employees, or some of them.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for

servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers at times violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing at times to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal at times to pay wages due and payable and/or denial at times of the validity of any claim to wages due;
13. Labor Code § 223 for at times secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure at times to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure at times to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure at times to timely provide temporary workers, or some of them, with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for at times preventing employees, or some of them, from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries at times into criminal histories; and

LWDA

Notice of Labor Code Violations and PAGA

May 29, 2024

Page 17 of 17

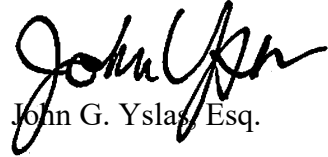
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", written over the printed name.

John G. Yslas, Esq.

Thank you for submission of your PAGA Case.

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Wed 5/29/2024 5:20 PM

To:Janette Ortega <janette.ortega@wilshirelawfirm.com>

5/29/2024

LWDA Case No. LWDA-CM-1031042-24

Law Firm : Wilshire Law Firm, PLC

Plaintiff Name : John Margaritis Jr.

Employer: AAA Oil, Inc. dba California Fuels and Lubricants

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of

Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>

EXHIBIT 11



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	138
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	137
Subtotal Admin Only	\$7,250.00

Not-to-Exceed Total \$7,250.00

For 138 Class Members

Pricing Good for Scope of Estimate Only

November 19, 2024

Case: Margaritis v. AAA Oil Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Samantha Smith, Esq.
Firm: Wilshire Law Firm, PLC
Contact Number: (213) 381-9988 Ext. 1202
Email: samantha.smith@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 138 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$100.43	1	\$100.43
Call Center & Long Distance	\$2.00	7	\$13.80
NCOA (USPS)	\$70.00	2	\$140.00
Total			\$654.23

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	138	\$69.00
Notice Packet & Opt-Out Form	\$1.50	138	\$207.00
Estimated Postage (up to 2 oz.)*	\$0.76	138	\$104.88
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$1,880.88

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$1.50	14	\$20.70
Remail Notice Packets	\$1.50	14	\$20.70
Estimated Postage	\$0.76	14	\$10.49
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$261.89

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	2	\$250.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	1	\$13.80
Case Manager	\$85.00	2	\$170.00
Total			\$793.80

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$85.00	2	\$170.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$1.25	137	\$170.78
Estimated Postage	\$0.69	137	\$94.27
Total			\$1,385.04

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	2	\$250.00
Remail Undeliverable Checks (Postage Included)	\$2.50	14	\$34.16
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	4	\$340.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,274.16

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$7,250.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 12

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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 13

1 John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
2 Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
3 John Brown (SBN 233605)
john.brown@wilshirelawfirm.com
4 Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
5 **WILSHIRE LAW FIRM**
3055 Wilshire Blvd., 12th Floor
6 Los Angeles, California 90010
Telephone: (213) 381-9988
7 Facsimile: (213) 381-9989

8 Attorneys for Plaintiff John Margaritis, Jr.,
9 individually, and on behalf of all others similarly situated

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21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **FOR THE COUNTY OF ORANGE**
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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 A. Hoffer, Dept. CX103

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

Date: ~~September~~ January 12,
~~2025~~ 2026
Time: ~~10:00AM~~ 3:30 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, ~~and~~ 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 ~~Settlement Agreement~~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

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1 which (\$12,500.00) will be paid to eligible Aggrieved Employees; (c) a Class Representative
2 Service Payment of up to \$7,500.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to
3 exceed one-third of the Gross Settlement Amount (currently estimated to be \$176,666.66), and
4 up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
5 Settlement Administration Costs of up to \$7,250.00.

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

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

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

26 6. "Class Period" means the period from February 29, 2020 through December 17
27 2024.

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

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

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

17 10. The Court appoints Phoenix Class Action Administration Solutions as the
18 Settlement Administrator with reasonable Administration Costs estimated not to exceed
19 \$7,250.00.

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

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

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

13.

13.

14. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class Data to the Settlement Administrator	~~Sep.~~ January 26, 2026 14 days after Preliminary Approval
Settlement Administrator to mail the Class Notice Packets	~~Oct.~~ February 1, 2025 5 days after receipt of Class Data
Class Member Deadline to Opt-Out	~~Nov. 17, 2025~~ March 18, 2026 45 days after mailing of Class Notice
Class Member Deadline to Object	~~Nov. 17, 2025~~ March 18, 2026 45 days after mailing of Class Notice
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	~~_____ 2025 _____,~~ 2026 14 days before the last day to file Plaintiff's Motion for Final Approval (<u>proposed date of April 22, 2026</u>); ~~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 _____,~~ 2026 16 court days before the calendared Final Approval Hearing (<u>proposed date of May 6, 2026</u>)

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EVENT:	DEADLINE:
Final Approval Hearing	~~2025~~ May 29, 2026 at 1:30 p.m. [or _____ at 8:30 _____ a.m./p.m.]

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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.

~~15-17.~~ 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

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 December 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
kthompson@ohaganmeyer.com

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

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

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

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

Jonathan D. Melendez



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