

David Mara, Esq. (230498)
dmara@maralawfirm.com
Carter Cordura, Esq. (359252)
ccordura@maralawfirm.com
MARA LAW FIRM, PC
3160 Camino Del Rio South, Suite 207
San Diego, California 92108
Telephone: (619) 234-2833
Facsimile: (619) 234-4048

Attorneys for Plaintiff ADAN MENDOZA, on behalf of himself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

ADAN MENDOZA, on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

ELITE FUELS TRANSPORTATION,
INC.; and DOES 1-100,

Defendants.

Case No. CIVSB2427100

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Date: January 5, 2026

Time: 8:30 a.m.

Judge: Hon. Jeffrey R. Erickson

Dept.: S14

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative PAGA action (the “Action”). Plaintiff Adan Mendoza has applied to this Court for
4 an order preliminarily approving the settlement of the Action in accordance with Joint Stipulation
5 and Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto,
6 sets forth the terms and conditions for a proposed settlement and entry of judgment upon the terms
7 and conditions set forth therein. The Court has read and considered the Memorandum of Points
8 and Authorities in support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA
9 Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval
10 Hearing Date and the declarations submitted therewith. For purposes of this Order, the Court
11 adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiff’s Preliminary Approval
14 Motion and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in that:
18 (a) the Class Members are ascertainable and so numerous that joinder of all Class Members is
19 impracticable; (b) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (c) Plaintiff’s claims are typical of the claims of the Class; (d)
21 Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of
22 the Class; and (e) a class action, and class-wide resolution of the action via class settlement
23 procedures is superior to other available methods for the fair and efficient adjudication of the
24 controversy.

25 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
26 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
27 light of the factual, legal, practical, and procedural considerations raised by this case.

28 4. Plaintiff does not have any conflicts that would preclude him from serving as Class

Representative, and the appointment comports with the requirements of due process.

5. Class Counsel does not have any conflicts that would preclude them from acting as Class Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due process.

6. The Notice of Class Action Settlement (“Class Notice”) attached as **Exhibit A** to the Agreement and to this Order complies with due process because the Class Notice is reasonably calculated to adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the proposed Agreement; and (c) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiff’s proposed plan for notifying the Class Members and settlement administration is the best notice practicable under the circumstances.

III. ORDER

The Court having considered the papers submitted in support of the motion for preliminary approval, HEREBY ORDERS THE FOLLOWING:

1. The Court finds on a preliminary basis that the provisions of the Agreement are fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

2. The following Class is conditionally certified for purposes of settlement only: All current or former hourly drivers, delivery drivers, truck drivers, truck workers, or similar job designations covered by, *inter alia*, California IWC Occupational Wage Order No. 9-2001, and Title 8, *California Code of Regulations*, section 11110, who drove for Defendant and who spent a majority of their work time in California and/or had their base of operations in California from August 1, 2023 through September 14, 2025.

3. The Agreement provides for the following release as to Participating Class Members, which is hereby approved conditionally: All claims alleged or that could have been alleged based on the facts in the Action for the failure to pay all straight time and minimum wages, the knowing and intentional failure to comply with itemized employee wage statement provisions, the failure to pay all wages due at the time of termination, the failure to reimburse business expenses, and violations of unfair competition law. All Released Class Claims are limited to the

1 Class Period.

2 4. This settlement also releases claims under the Private Attorneys General Act of
3 2004 (“PAGA”). These claims are asserted on behalf of all Aggrieved Employees is defined as:
4 All current or former hourly drivers, delivery drivers, truck drivers, truck workers, or similar job
5 designations covered by, *inter alia*, California IWC Occupational Wage Order No. 9-2001, and
6 Title 8, *California Code of Regulations*, section 11110, who drove for Defendant and who spent a
7 majority of their work time in California and/or had their base of operations in California from
8 August 28, 2023 through September 14, 2025.

9 5. The Agreement provides for the following release as to the alleged PAGA claims,
10 which is hereby approved conditionally: Any and all claims for civil penalties that could have been
11 asserted by the Labor Commissioner against Defendant under the PAGA during the PAGA Period,
12 Cal. Lab. Code § 2698, *et seq.* to the extent such claims are predicated on claims alleged or that
13 could have been alleged based on the facts in the Action and Plaintiff’s notice to the LWDA for
14 the failure to pay all straight time and minimum wages, the knowing and intentional failure to
15 comply with itemized employee wage statement provisions, the failure to pay all wages due at the
16 time of termination, the failure to reimburse business expenses, and the failure to pay all wages
17 owed twice per month. All Released PAGA Claims are limited to the PAGA Period.

18 6. The settlement appears to be fair, adequate and reasonable to the Class. The
19 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
20 only to any objections that may be raised at the Final Approval Hearing and final approval by this
21 Court.

22 7. Plaintiff is conditionally approved as the Class Representative for the Class.

23 8. The proposed Class Representative Enhancement Payment of \$7,500 payable to
24 Plaintiff Adan Mendoza for his services as class representative is conditionally approved.

25 9. Mara Law Firm, PC is conditionally approved as Class Counsel for the Class.

26 10. The proposed awards of up to \$123,333.33 in attorneys’ fees and up to \$15,000 in
27 actual costs payable to Class Counsel are conditionally approved.

28 11. A Final Approval Hearing on the question of whether the settlement, attorneys’ fees

and costs to Class Counsel, and Class Representative Enhancement Payment should be finally approved as fair, reasonable, and adequate as to Class Members is scheduled in Department S14 on the date and time set forth in the Implementation Schedule below.

12. The Court confirms Apex Class Action LLC (“Apex”) as the Settlement Administrator.

13. The proposed payment of up to \$7,500 in costs to Apex for its services as the Settlement Administrator is conditionally approved.

14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of \$15,000 (65% of which shall be paid to the Labor and Workforce Development Agency, and 35% of which shall be distributable to PAGA Class Members).

15. The Court approves, as to form and content, the Class Notice in substantially the form attached as **Exhibit A** to the Agreement and this Order. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the Class Notice by first class mail to Class Members in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class and PAGA Data to Settlement Administrator	Ten (10) business days after entry of the Preliminary Approval Order
Deadline for Settlement Administrator to Mail Class Notices to Class Members	Ten (10) business days from receipt of the Class and PAGA Data

Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	45 days from the mailing of the Class Notices
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the Final Approval Hearing
Deadline to Provide the Court with the Settlement Administrator’s Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the Final Approval Hearing
Final Approval Hearing and Final Approval	_____ at _____

IT IS SO ORDERED.

Dated: _____

By _____
Honorable Jeffrey R. Erickson
Superior Court Judge

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN BERNARDINO
Adan Mendoza, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff,
vs. Elite Fuels Transportation, Inc., Defendant
Case No. CIVSB2427100

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current or former hourly drivers, delivery drivers, truck drivers, truck workers, or similar job designations covered by, *inter alia*, California IWC Occupational Wage Order No. 9-2001, and Title 8, California Code of Regulations, section 11110, who drove for Defendant and who spent a majority of their work time in California and/or had their base of operations in California from August 1, 2023 through September 14, 2025.

The California Superior Court, County of San Bernardino has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned actions (“the Lawsuits”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All current or former hourly drivers, delivery drivers, truck drivers, truck workers, or similar job designations covered by, *inter alia*, California IWC Occupational Wage Order No. 9-2001, and Title 8, California Code of Regulations, section 11110, who drove for Defendant and who spent a majority of their work time in California and/or had their base of operations in California from August 1, 2023 through September 14, 2025.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuits, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About?	Page 2
3. Am I A Class Member? Am I A PAGA Class Member?	Page 2
4. How Does This Class Action Settlement Work?.....	Page 3
5. Who Are the Attorneys Representing the Parties?	Page 3
6. What Are My Options?.....	Page 3
7. How Do I Opt Out or Exclude Myself From This Settlement?	Page 4
8. How Do I Object to the Settlement?	Page 4
9. How Does This Settlement Affect My Rights?	Page 4
10. How Much Can I Expect to Receive From This Settlement?.....	Page 5
11. How Will the Attorneys for the Class and the Class Representatives Be Paid?.....	Page 7

PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

1. *Why Have I Received This Notice?*

Elite Fuels Transportation, Inc.'s (hereinafter referred to as "Defendant") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from August 1, 2023 through September 14, 2025. (the "Class Period").

A Preliminary Approval Hearing was held on January 5, 2026, in the California Superior Court, County of San Bernardino. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [final approval date] at [time], before Honorable Jeffrey R. Erickson in Department S14, located at 247 W 3rd Street, San Bernardino, CA 92415.

2. *What Is This Case About?*

A class action complaint against Defendant was filed in the San Bernardino County Superior Court on September 5, 2024 (Case No. CIVSB2427100). The complaint alleged the following causes of action against Defendant: (1) Failure to Pay All Straight Time Wages; (2) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (3) Failure to Pay all Wages Due at the Time of Termination; (4) Failure to Reimburse Business Expenses; and (5) Violation of Unfair Competition Law, on behalf of Class Members.

On November 4, 2025, Plaintiff filed a First Amended Complaint adding a cause of action under PAGA (Private Attorneys General Act of 2004) for civil penalties regarding the aforementioned wage and hour violations.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member? Am I A PAGA Class Member?*

You are a Class Member if you worked for Defendant as an hourly driver, delivery driver, truck driver, truck worker, or similar job designation covered by, inter alia, California IWC Occupational Wage Order No. 9-2001, and Title 8, California Code of Regulations, section 11110, at any time from August 1, 2023 through September 14, 2025, and spent the majority of your work time in California and/or had your base of operations in California.

If you worked for Defendant as a Class Member from August 28, 2023 through September 14, 2025, you are also a PAGA Class Member under the settlement.

4. *How Does This Class Action Settlement Work?*

Plaintiff Adan Mendoza brings these actions behalf of himself and all other similarly situated employees who were employed by Defendant as Class Members in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a "Class." The settlement of these Lawsuits resolves the

Released Class Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can obtain them for a nominal fee at the San Bernardino County Superior Court, located at 247 W 3rd Street, San Bernardino, CA 92415, and/or by visiting the San Bernardino Superior Court website at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. Click the “Accept” button at the bottom of the screen, then click “Search” on the bar near the top of the page and select “Case Information.” Use the first search box on the left-hand side of the screen titled “Case Number Search,” then enter the case number CIVSB2427100. You may also contact Plaintiff’s counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
MARA LAW FIRM, PC David Mara Jill Vecchi Carter Cordura 3160 Camino Del Rio South, Suite 207 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	SLOVAK BARON EMPEY MURPHY & PINKNEY LLP Vee B. Sotelo 74-774 Highway 111 Indian Wells, CA 92210 Telephone: (760) 322-2275 Facsimile: (760) 322-2107

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of

the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are a PAGA Class Member, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [address]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are a PAGA Class Member, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [the Response Deadline]. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the actions or their merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant from the Released Class Claims. The Released Class Claims are:

All claims alleged or that could have been alleged based on the facts in the Action for the failure to pay all straight time and minimum wages, the knowing and intentional failure to comply with itemized employee wage statement provisions, the failure to pay all wages due at the time of termination, the failure to reimburse business expenses, and violations of unfair competition law. All Released Class Claims are limited to the Class Period.

If you are a PAGA Class Member, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims include are:

Any and all claims for civil penalties that could have been asserted by the Labor Commissioner against Defendant under the PAGA during the PAGA Period, Cal. Lab. Code § 2698, *et seq.* to the extent such claims are predicated on claims alleged or that could have been alleged based on the facts in the Action and Plaintiff's notice to the LWDA for the failure to pay all straight time and minimum wages, the knowing and intentional failure to comply with itemized employee wage statement provisions, the failure to pay all wages due at the time of termination, the failure to reimburse business expenses, and the failure to pay all wages owed twice per month. All Released PAGA Claims are limited to the PAGA Period.

All Class Members who do not opt out of the Settlement will be enjoined from prosecuting the Released Class Claims and initiating or continuing other proceedings regarding the Release Class Claims, including but not limited to filing any claims for monetary relief of the Released Claims before the Division of Labor Standards and Enforcement ("DLSE") or in any forum whatsoever. All PAGA Class Members will be enjoined from prosecuting the Released PAGA Claims and from initiating or continuing other proceedings regarding the Released PAGA Claims, including but not limited to filing any claims for monetary relief of the Released PAGA Claims before the DLSE or in any forum whatsoever.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$370,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payment to the named Plaintiff in an amount up to \$7,500, for prosecution of the Lawsuits, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$7,500; (3) a payment of \$15,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$123,333.33 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$15,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of workweeks he or she worked for Defendant, based on the Class Data provided by Defendant, divided by (ii) the total number of workweeks worked by all Participating Class Members during the Class Period based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week for Defendant will be credited as a workweek for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of workweeks that he or she worked for Defendant in California.

C. How PAGA Class Member's Settlement Payments are Calculated

If you are a PAGA Class Member under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$9,750 (65% of the \$15,000 total PAGA Payment). The remaining \$5,250 is the "Net PAGA Settlement Amount" or "NPSA" and will be proportionately distributed

amongst all PAGA Class Members. Each PAGA Class Member will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant during the PAGA Period based on the PAGA Data provided by Defendant, divided by (ii) the total number of pay periods worked by all PAGA Class Members during the PAGA Period based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. One day worked for Defendant in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each PAGA Class Member's Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked during the PAGA Period for Defendant in California.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the Class Period. The maximum number of workweeks any Class Member may have is [REDACTED].

If you are also a PAGA Class Member, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [REDACTED]. This is based on the PAGA Data which shows you worked [REDACTED] workweeks during the PAGA Period. The maximum number of workweeks any PAGA Class Member may have is [REDACTED].

E. Tax Treatment of Your Settlement Payments

Each Class Member's Individual Class Settlement Share will be apportioned as follows: one-third wages and two-thirds for interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each Class Member's Individual Class Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

If you are a PAGA Class Member, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each PAGA Class Member an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Nothing in this Notice is intended to constitute legal advice relating to the tax liability of any Class Member or PAGA Class Member. To the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

F. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to the State of California unclaimed property fund in the name of the Class Member.

11. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$123,333.33) for attorney fees and \$15,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$7,500, as a service award for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting [\[administrator website\]](#), a website maintained by the Settlement Administrator. Please refer to the Elite Fuels Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may obtain the underlying documents and papers on file with the Court for a nominal fee at the San Bernardino County Superior Court, located at 247 W 3rd Street, San Bernardino, CA 92415, and/or by visiting the San Bernardino Superior Court website at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. Click the "Accept" button at the bottom of the screen, then click "Search" on the bar near the top of the page and select "Case Information." Use the first search box on the left-hand side of the screen titled "Case Number Search," then enter the case number CIVSB2427100. You may also contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.