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Attorneys for Plaintiff and the Putative Class

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

MIGUEL ACEVES, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

v.

T&R LUBE CENTERS, INC., a California
company; and DOES 1 TO 50,

Defendants.

Case No.: CVRI2406891

[Assigned for All Purposes to Hon. Harold
W. Hopp, Department 1]

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS AND PAGA SETTLEMENT**

Hearing Information:

Date: February 26, 2026

Time: 8:30 a.m.

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1 of employment, and failing to pay sick leave accurately. Plaintiff contends that Defendant's conduct
2 constitutes unfair business practices and gives rise to penalties under PAGA

3 6. Defendant denies any liability of any kind associated with the claims and allegations
4 and further denies that Plaintiff or the Class Members are entitled to any relief. Defendant also denies
5 that the Action is appropriate for class or representative treatment for any purpose other than the
6 Settlement. Defendant maintains, among other things, that it has complied with California laws in all
7 respects.

8 **Discovery and Mediation**

9 7. Prior to reaching the Settlement, the Parties exchanged substantial information,
10 including payroll and timekeeping data, written policies, and other employment records, and
11 participated in an arm's length mediations with an experienced wage and hour mediator. Prior to
12 mediation, Plaintiff retained an expert to analyze the records produced by Defendant and conduct a
13 thorough liability analysis. The Settlement was reached after extensive negotiations informed by this
14 discovery and the Parties' assessment of the risks, costs, and uncertainties of continued litigation.

15 8. A true and correct copy of the Class Action and PAGA Settlement Agreement
16 ("Settlement" or "Settlement Agreement") is attached hereto as **Exhibit "A"**. The proposed
17 Class Notice, Request for Exclusion Form, and Objection Form are attached as **Exhibit "B"**.

18 9. According to Defendant, there are approximately 78 class members and 33
19 aggrieved employees.

20 **The Settlement Should Be Preliminarily Approved**

21 10. Although the parties engaged in significant informal discovery in advance of
22 mediation, the parties still had significant discovery to complete in formal litigation had the matter
23 not settled. This would have required substantial time and resources from all parties and would
24 very likely have spanned several years. Plaintiff faced numerous risks in continued litigation,
25 including and not limited to the risk of receiving no recovery if a class is not certified and/or no
26 liability is found, and the Court determining that adjudication on a representative or class basis is
27 unmanageable and not appropriate. Plaintiff also faced the real possibility that the amount
28 recovered against Defendant after years of litigation and a lengthy and costly trial would be less

1 than the amount negotiated in this Settlement. This Settlement avoids those risks and the
2 accompanying expense.

3 **Failure to Pay Overtime/Sick Wages Due to Improper “Regular Rate of Pay”:**

4 11. Plaintiff alleges that Defendant failed to account for non-discretionary bonuses,
5 commissions, and other incentive pay when calculating the “regular rate of pay” when paying
6 overtime, meal and rest premiums, and sick time wages. Additionally, Plaintiff and alleges
7 Defendant failed to pay for “off the clock” work, including time spent on training courses and
8 waiting until their supervisor arrived in order to clock in. Plaintiff estimates that any such
9 underpayment was approximately \$10,000.

10 12. However, in response, Defendant argued that it correctly calculated the “regular
11 rate of pay,” and the such discretionary payments were properly excluded from regular rate of
12 pay calculations. Defendant also contested that any “off the clock” work was performed and tried
13 to argue that any underpayment was in good faith and *de minimums*.

14 13. Due to this and in light of Defendant’s other defenses, Plaintiffs discounted this
15 claim by 50%, resulting in **\$5,000** in damages

16 **Meal Period Violations**

17 14. Plaintiffs further allege that Defendant failed to provide Plaintiffs and other Class
18 Members with all first meal periods of at least thirty (30) minutes prior to the fifth hour of work,
19 and second meal periods of at least thirty (30) minutes before the tenth (10th) hour of their shift.
20 Plaintiffs further allege that Defendant failed to adopt a policy/procedure of paying meal period
21 premiums at the “regular rate of pay” for missed/non-compliant meal periods. Defendant’s payroll
22 records demonstrate that Class members were consistently unable to take second meal periods at
23 all for shifts in excess of 10 hours. Plaintiff’s analysis of the data demonstrates 1,945 unique meal
24 period violations comprising a 15.6% violation rate based on the payroll data analyzed. Plaintiff
25 calculates \$42,498.25 in unpaid meal period premiums (1,945 non-compliant meal periods x
26 \$21.85 average regular rate o pay for meal period premium). As such, the total damages for meal
27 period violations are estimated at \$42,498.25. However, Defendant claims that it maintained
28 legally compliant meal period procedures throughout the Class Period, such that it allowed non-

1 exempt employees to take compliant and timely meal periods. Defendant further claimed that all
2 or a portion of the hourly employees had signed second meal period waivers and/or otherwise
3 voluntarily waived a second unpaid meal period that was made available by the company so they
4 could go home sooner rather than taking a second 30-minute unpaid meal break. Defendant also
5 contends that this claim would not be certified due to the lack of any common evidence tying
6 together the reason that Class Members experienced an alleged meal period violation. Lastly,
7 Defendant asserts that the presence of these affirmative defenses as to the voluntariness of a
8 particular meal period decision would preclude class certification. In light of these defenses and
9 arguments, Plaintiff discounted Defendant's maximum exposure by 25% for the risk of non-
10 certification, and an additional 25% to account for Defendant's defenses on the merits, to arrive
11 at an estimated total of **\$21,249.12**.

12 **Rest Period Violations**

13 15. Plaintiffs allege that Defendant failed to authorize and permit all legally compliant
14 rest periods throughout the Class Period. More specifically, Plaintiffs alleged that Defendant's
15 rest period policy required Class members to remain on the company premises during rest periods.
16 Instead of providing required rest periods, Defendant regularly added rest breaks to employees'
17 meal periods, in violation of the law. Plaintiffs' analysis of Defendant's data demonstrates there
18 were approximately 12,200 rest period eligible shifts. For this claim, Plaintiffs assumed a 35%
19 violation rate and calculated Defendant's maximum exposure on this claim at \$93,299.50 (35%
20 x 12,200 non-compliant rest periods x \$21.85 rest period premium).

21 16. However, Defendant denies Plaintiffs rest period allegations and asserts that they
22 maintained compliant rest period policies and practices throughout the Class Period and
23 authorized and permitted all rest periods to Class Members. In addition, Defendant argued that,
24 in practice, Class Members were allowed to be free and did, in fact, leave the premises during
25 rest periods. Further, Defendant contends that this claim is not amenable to class treatment
26 because individualized inquiries would be required to determine which employees failed to take
27 rest periods, and the reasons why each employee failed to take a rest period on a particular shift.
28 As such, Plaintiffs discounted Defendant's maximum exposure by 25% to account for the risk of

1 non-certification, and an additional 25% to account for Defendant’s defenses on the merits, to
2 arrive at an estimated exposure of approximately **\$46,649**.

3 **Wage Statement Violation**

4 17. Plaintiffs contend that, because of the foregoing Labor Code violations, Defendant
5 issued inaccurate wage statements in violation of Labor Code section 226(a). More specifically,
6 Plaintiff alleged that the wage statements issued uniformly failed to reflect all net wages earned,
7 gross wages earned, the appropriate overtime rate, all premium pay, and the appropriate rate of
8 premium pay for non-compliant meal and rest periods. Plaintiffs’ data analysis reveals there were
9 approximately 1,030 wage statements issued during the one-year liability period. *Id.* Therefore,
10 Plaintiffs calculate Defendant’s maximum exposure for this claim at \$100,850.

11 18. Based on Defendant’s arguments that: (i) no violations occurred; (ii) any alleged
12 violations were not “knowing and intentional” as required by Labor Code § 226(e); (iii) no actual
13 injury was suffered; and (iv) that its wage statements always accurately reflected hours worked
14 and amounts paid to employees, *see Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th
15 1308 (agreeing with employer’s “commonsense position that the pay stubs were accurate in that
16 they correctly reflected the hours worked and the pay received), Plaintiff discounted Defendant’s
17 calculated maximum exposure by 25% for a risk of non-certification, and an additional 25% for a
18 risk of being unsuccessful on the merits, to arrive at an estimated total of **\$50,425**.

19 **Waiting Time Penalties**

20 19. Defendant’s records reflected approximately 49 former Class Members who
21 separated from their employment with Defendant during the Class Period. Based on an average
22 hourly rate of \$21.85, Plaintiff estimated the average waiting time penalty per former employee
23 to be \$5,244 (\$21.85 x 8 hours per day x 30 days). Therefore, Plaintiff estimated Defendant’s
24 maximum exposure for potential waiting time penalties to be \$256,956 (49 former employees *
25 \$5,244 average waiting time penalty). Defendant also presented several defenses to this claim,
26 most notably asserting that, because it possessed good-faith defenses to the underlying claims,
27 any failure to pay wages was not “willful” as a matter of law. Defendant further contends that no
28 waiting time penalties are recoverable as a matter of law as to Plaintiffs’ claims predicated on a

1 failure to provide meal and/or rest periods, as a Court of Appeal recently held in *Naranjo v.*
2 *Spectrum Security Servs., Inc.* (2019) 40 Cal.App.5th. 444, 473-75 (review granted Jan. 2, 2020).
3 To account for Defendant's defenses, Plaintiff discounted the maximum exposure by 25% for the
4 risk of non-certification and an additional 50% for the risk of losing on the merits and/or not
5 receiving the maximum penalties sought to arrive at an estimated exposure of **\$64,239**.

6 **Unreimbursed Business Expenses**

7 20. Plaintiff alleges that Defendant failed to reimburse Plaintiff and other Class
8 Members for all necessary business expenses during the Class Period. Plaintiff alleges that the
9 business expenses incurred by Plaintiff and other Class Members were for the required use of
10 their personal cell phones for, amongst other things, text messaging staff/co-workers and
11 customers. Plaintiff calculated Defendant's maximum exposure under this theory of liability to
12 be \$19,500 (\$250 unreimbursed business expenses x 78 putative class members).

13 21. Defendant contended that Plaintiff and other putative class members never
14 requested reimbursement from Defendant for these items, that Plaintiff and putative class
15 members were not required to incur these expenses in the course of their employment, and/or that
16 Defendant did not know and had no reason to know that the alleged business-related expenses
17 were incurred and not reimbursed..

18 22. Defendant contended that the California Labor Code only requires reimbursement
19 of "necessary" expenses—as opposed to any expense that is incurred in the course of performing
20 work—and argued that distinguishing a necessary expense from an unnecessary one would
21 require individualized inquiry. Defendant further contended that the reason why a putative class
22 member undertook certain expenses, while not others, and failed to receive reimbursement for
23 certain expenses while not others, would raise individual issues that could not be certified.
24 Indeed, whether an expense was necessary would depend, in part, on the reasonableness of the
25 employee's choice, and whether an expense was incurred would have to be established by way
26 of extensive individual factual inquiry and/or statistical evidence.

27 23. In light of these defenses and arguments, Plaintiff discounted Defendant's
28 maximum exposure by 35% for the risk of non-certification, and an additional 35% to account

for Defendant’s defenses on the merits, to arrive at an estimated total of **\$5,850**.

PAGA Penalties

24. Based on the data provided by Defendant, there were approximately 1,031 pay periods worked during the relevant PAGA Period. Based on the alleged Labor Code violations described above, Plaintiff contends that Defendant could be subject to PAGA civil penalties of one hundred dollars (\$100) per pay period for initial violations during the PAGA Period. Accordingly, Plaintiffs estimate Defendant’s maximum potential PAGA exposure to be approximately \$103,100 (1,031 pay periods × \$100).

25. Defendant asserts a host of credible defenses to Plaintiff’s PAGA claims. First, Defendant argues that these penalties derive from the underlying wage and hour violations discussed above, which Defendant vigorously disputes. Defendant further contends that the Court would drastically reduce any award of PAGA penalties as “confiscatory.” Therefore, Plaintiff discounted the maximum figure by 25% for risk of losing on the merits, and an additional 50% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of **\$25,775**.

The Settlement Is Within the Range of Possible Approval

26. The Settlement amount reached in this case provides significant recovery to Participating Class Members and easily falls within the range of reasonableness.

27. Class Counsel obtained a Gross Settlement Amount of \$140,000. Class Counsel considers this to be an excellent settlement for Class Members, when taking into account all issues and risks related to liability and class certification and considering the case law regarding fair, reasonable, and adequate settlements. *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1139 [“Compromise is inherent and necessary in the settlement process ... even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.”]; *Officers for Justice v. Civil Service Comm’n*, 688 F.2d 615, 62(9th Cir. 1982) 8 [“It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery

1 does not ... render the settlement inadequate or unfair.”].

2 28. The proposed settlement reflects approximately 63.8% of the estimated recovery
3 the Class could reasonably expect in light of the significant litigation risks and will provide
4 tangible, monetary compensation for hotly disputed claims. Indeed, the percentage of the liability
5 exposure recovered in this case exceeds percentages routinely approved by courts.

6 **The Allocation for Enhancement Awards Is Reasonable**

7 29. Subject to Court approval, Plaintiffs each will receive a Class Representative
8 Service Award in the amount of Ten Thousand Dollars (\$10,000). The Service Payment will be
9 paid in addition to the Plaintiff’s individual Settlement Share. Plaintiff spent considerable time and
10 effort producing relevant documents and past employment records, and providing the facts and
11 evidence necessary to support the allegations. Plaintiff was available whenever counsel needed and
12 tried to obtain documents and information that would benefit the Class, and review documents and
13 information provided by Defendant.

14 **The Allocation for Attorneys’ Fees and Costs Are Reasonable**

15 30. The Settlement establishes a Gross Settlement Amount of \$140,000 and provides for
16 Class Counsel to apply for attorney’s fees in the amount of \$46,662. Class Counsel will apply for
17 attorneys’ fees when seeking final approval of the proposed Settlement.

18 31. The Class Counsel Attorneys’ Fees provided for by the Settlement are reasonable,
19 particularly in light of the time and effort expended by Class Counsel. Class Counsel litigated this
20 case for over a year, with the possibility of an unsuccessful outcome and no fee recovery. The ongoing
21 work has been demanding and ultimately successful in achieving a substantial Settlement. Given the
22 strengths and weaknesses of the claims and the risk and expense of further litigation, Plaintiff believes
23 that his counsel achieved an excellent result on behalf of the Class. Considering the amount of the
24 fees to be requested, the work performed, and the risks incurred, the Class Counsel Attorneys’ Fees
25 and Costs provided for by the Settlement are reasonable and should be awarded.

26 32. Class Counsel have borne, and continue to bear, the entire risk and cost of
27 litigation associated with this class action on a pure contingency basis. The factual and legal
28 issues posed in this case were evolving and difficult. Based on Class Counsel's past experience

1 in wage and hour class action litigation, it is safe to state that Class Counsel is very likely to be
2 called upon, after the Class Notice has been sent, to expend substantial amounts of additional time
3 to help Class Members understand the terms of the proposed settlement, and to assist Class
4 Members in the preparation and documentation of their claims. It is also likely that, even after
5 final approval of the settlement has been granted, Class Counsel will be called upon to expend
6 additional amounts of time in the presentation and resolution of contests and disputes relating to
7 Class Members' claims under the terms of the proposed settlement, as to the amounts of
8 individual claims and perhaps other individual issues.

9 33. The Court should preliminarily approve the requested Class Counsel Fees
10 Payment and Class Counsel Litigation Costs justified by the outstanding results achieved, the
11 complexity of the issues, the difficulty of the case, and the great risk undertaken by Class Counsel.
12 The requested payments will not be opposed by Defendant and are well within established
13 guidelines.

14 34. I graduated with a Bachelor of Arts with a major in Political Science from the
15 University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law
16 School–Los Angeles in 2012 and became a member of the California State Bar in December
17 2012. I began my legal career as an associate for Carney Shegerian and Ebby Bakhtiar, focusing
18 on plaintiffs' side employment litigation with an emphasis on disability discrimination and
19 harassment matters under the Fair Employment and Housing Act.

20 35. After practicing for several years as a member of Cohen & Lord, P.C., practicing
21 in an amorphous range of civil litigation on behalf of both Plaintiffs and defendants, I opened my
22 law firm in 2014 with a concentration in representation of employees against employers to recover
23 unpaid wages and vindicate harassment, discrimination and retaliation claims in various contexts.

24 36. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
25 the years 2017 through 2021, and in 2022-2025, I was selected as a “Super Lawyer,” a distinction
26 that is reserved for the top 2.5% of lawyers in the practice area.

27 37. I have also been recognized by TopVerdicts.com for achieving several of the top
28 wage and hour class and PAGA action settlements in California.

1 38. I am also an active member of the California Employment Lawyers Association
2 (“CELA”) and have attended various Continuing Legal Education courses pertaining to advocacy
3 on behalf of employees.

4 39. My firm has the experience, resources, and means necessary to allow us to provide
5 adequate representation as Class Counsel to all Class Members in this litigation. Currently, my
6 firm serves as counsel in at least 20 wage-and-hour class actions and as co-counsel in at least 25
7 others.

8 **The Settlement Resulted From Serious, Informed Negotiations**

9 40. The Settlement that has been reached, subject to this Court’s approval, is the
10 product of a substantial effort by the parties and their counsel. The settlement was reached after
11 extensive factual and legal investigation and research, numerous discussions, exchanges of
12 documents and information, correspondences, a full day session of mediation before an
13 experienced wage-and-hour mediator, review of pleadings, evidence, and rulings in similar
14 actions litigated elsewhere in the state, and review of similar cases in the same industry elsewhere
15 in the country. The Settlement amount is, of course, a compromise figure. It took into account
16 the risks related to liability, damages, and all the defenses asserted by Defendant.

17 41. Plaintiff asserts that the wage and hour claims and the PAGA claims for resulting
18 penalties would be certified. Plaintiff’s counsel reviewed documents produced by Defendant,
19 including but not limited to the employee handbook, time and payroll records for Class Members,
20 etc., and based thereon reasonably believed that Plaintiff would have a significant chance of
21 certifying the Class.

22 42. On the other hand, Defendant argued that Plaintiff cannot meet class certification
23 requirements. In particular, Defendant believes that compliant meal and rest periods were
24 provided, and Defendant did not deter employees from taking compliant meal and rest periods,
25 and Defendant’s meal and rest period policies were likewise compliant. Defendant further
26 contended that class certification would not be warranted because individual liability issues
27 predominate Plaintiff’s claims.

28 43. While Plaintiff believes in his chance of success in certifying the claims, Plaintiff

1 recognized the potential risk, expense, and complexity posed by further litigation. Litigating
2 Plaintiff's claims in this litigation—claims that involve numerous Class Members during the Class
3 Period—would require substantial additional preparation and discovery and ultimately would
4 involve the deposition and presentation of numerous witnesses (including expert witnesses), as
5 well as the consideration, preparation, and analysis of expert reports. Therefore, if litigation had
6 progressed further, there would have been significant expenses incurred by each side.

7 44. Plaintiff and Defendant have very strong positions on liability in this case.
8 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in
9 Plaintiff's operative complaint and further denies that, for any purpose other than that of settling
10 this lawsuit, this action is appropriate for class treatment. In light of the sharply contested legal
11 and factual issues, the risks of continued litigation, and substantial benefits to Class Members
12 under the Settlement, the terms and conditions of this class settlement are fair and reasonable to
13 all sides.

14 45. Class Counsel conducted a thorough investigation into the facts of the case, including,
15 *inter alia*, interviews with Plaintiffs and multiple Class Members, and diligently investigated the
16 allegations in this lawsuit. Class Counsel reviewed a large volume of pages of documents and data
17 produced by Defendant and obtained through other sources, including and not limited to, Plaintiffs
18 and other Class Members, employment records (including, *inter alia*, time and payroll data,
19 timecards, earning statements, and personnel records), as well as excerpts of Defendant's employee
20 handbook (such as excerpts pertaining to Defendant's meal and rest break policies), class-wide data,
21 various documents regarding Defendant's wage-and-hour policies, various internal memoranda
22 various agreements, various training and on-boarding material, and various forms, among other
23 information and documents. The parties exchanged information and documents informally.

24 46. The parties reached the Settlement after reviewing all available evidence, arm's-
25 length bargaining, and participating in mediation conducted by Jeffrey P. Fuchsman, Esq., a well-
26 respected mediator experienced in handling complex wage-and-hour matters. Prior to the mediation,
27 the parties exchanged information and Plaintiff retained an expert to analyze the records produced by
28 Defendant for liability. During the mediation, the Parties discussed various aspects of the case,

1 including and not limited to, Plaintiff's claims, the risks and delays of further litigation and of
2 proceeding with certification and/or representative adjudication, the law relating to rounding theory,
3 meal and rest periods, wage-and-hour enforcement, and PAGA representative claims, the evidence
4 produced and analyzed, and the possibility of appeals, among other things.

5 47. During settlement discussions, the parties conducted their negotiations at arm's length
6 from an adversarial position. Arriving at a settlement that was acceptable to both parties was not easy.
7 The data and documents produced and obtained in this case enabled Class Counsel to prepare
8 damages/valuation models in preparation for the mediation, to determine the value and strength of
9 the claims. With the aid of the mediator's evaluation, the parties agreed that the Action was well-
10 suited for settlement given the legal issues relating to the claims, as well as the costs and risks to both
11 sides that would attend further litigation. The Settlement takes into account the strengths and
12 weaknesses of each side's position, as well as the uncertainty about how the case might have
13 concluded at certification, trial, and/or on appeal.

14 48. The Settlement is based on this large volume of facts, evidence, and investigation, and
15 the parties' negotiations during the mediation. While the parties disagree over the merits and
16 certifiability of Plaintiff's claims, Plaintiff and Class Counsel agree that the Settlement is fair,
17 reasonable, adequate, and in the best interest of the Class, in light of all known facts and
18 circumstances.

19 49. I am not aware of any other class action pending in this case that potentially
20 includes a class or group of individuals who would also be members of the class defined in this
21 action.

22 50. The proposed Class Notice provides the best notice practicable and is adequate in light
23 of the fact that Defendant is in possession of the addresses for Class Members. While Class Counsel
24 considered alternative methods such as publication or notice via the web or social media, it ultimately
25 determined that first class mail was the best choice given that the identities of the Class Members are
26 known and readily identifiable from Defendant's records.

27 51. Plaintiffs has concurrently submitted the settlement to the LWDA in accordance
28 with Labor Code Section 2699(1)(2). The proof of submission is attached hereto as **Exhibit "C."**

1 I declare under penalty of perjury under the laws of California that the foregoing is true
2 and correct this 3rd day of February 2026, in Los Angeles, California.

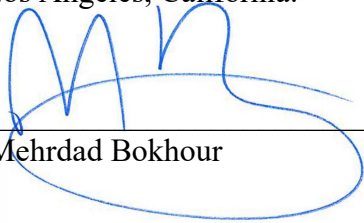
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5 Mehrdad Bokhour

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement of the case entitled *Aceves v T & R Lube Centers, Inc.*, Riverside Superior Court Case No. CVRI2406891 is entered into by and between Plaintiff Miguel Aceves (“Plaintiff” or “Class Representative”), individually, on behalf of all others similarly situated, and as the PAGA representative of the State of California, and Defendant T & R Lube Centers, Inc., subject to the terms and conditions herein and the Court’s approval.

A. Definitions

1. “Action” or “Lawsuit” refers to the case entitled *Aceves v T & R Lube Centers, Inc.*, Case No. CVRI2406891, filed in Riverside Superior Court.

2. “Agreement,” “Settlement Agreement,” “Settlement,” or “Stipulation” shall mean this Class Action and PAGA Settlement Agreement, including any attached Exhibits.

3. “Class Claims” or “Released Class Claims” will include all claims that were asserted and/or reasonably arising out of the facts alleged in Plaintiff’s Complaint including claims arising out of any alleged failure to pay minimum wages, failure to pay all overtime wages and at the appropriate legal rate, failure to provide meal periods and premium payments in lieu thereof at the appropriate legal rate, failure to provide rest periods and premium payments in lieu thereof at the appropriate legal rate, failure to maintain accurate employment records, failure to pay wages timely during employment, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay sick pay accurately, failure to timely pay all wages due at separation, violation of Business & Professions Code § 17200 *et seq.*, and any and all related penalties that arose during the Class Period.

4. “Class Counsel” refers to Mehrdad Bokhour of Bokhour Law Group, P.C., and Sanjay Bansal and Amir D. Benakote of Golden State Employment Lawyers.

5. “Class Data” means a complete list that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator on one Confidential spreadsheet and shall include the Settlement Class Members’ full names, last known addresses, Social Security Numbers, and dates of employment during the Class Period and PAGA Period

and/or number of Work Weeks Worked or Pay Periods Worked as non-exempt or hourly employees of Defendant during the Class Period and the PAGA Period, respectively for each Settlement Class Member.

6. “Class Member” refers to individual members of the Class.

7. “Class” and “Class Members” refer to all persons who are or were previously employed by Defendant in California and classified as a non-exempt employee during the Class Period.

8. “Class Period” shall mean December 5, 2020, to November 19, 2025.

9. “Class Representative” or “Plaintiff” refers to Miguel Aceves.

10. “Complaint” refers to Plaintiff’s original Complaint filed in the Riverside County Superior Court action entitled *Aceves v T & R Lube Centers, Inc.*, Case No. CVRI2406891.

11. “Court” means the California Superior Court, County of Riverside.

12. “Defendant” refers to T & R Lube Centers, Inc.

13. “Defendant’s Counsel” or “Defense Counsel” refers to Natalie R. Alameddine of Blank Rome, LLP.

14. “Effective Date” or “Effective” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement, and (b) the Judgment is final.

15. “Final Approval” or “Final Approval Order” refers to the court's order granting final approval of this Settlement Agreement and entering a judgment approving this Settlement.

16. “Final Settlement Class” means all Participating Class Members and PAGA Employees.

17. “Gross Settlement Amount” is the maximum amount that Defendant will pay as a result of this Settlement, which is One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00), which includes the Individual Settlement Amounts, attorneys’ fees of Class Counsel, costs and expenses, the Service Award to Plaintiff, all Settlement Administration Costs, and the PAGA Award, including all payments to PAGA Employees and the Labor Workforce Development Agency (LWDA). With the sole exception of employer-side taxes due on

individual settlement payments to Participating Class Members (which Defendant will pay in addition to the Gross Settlement Amount), the Gross Settlement Amount is the maximum amount that Defendant will pay for any reason concerning this Settlement.

18. “Individual Settlement Amount” or “Individual Settlement Payment” means the amount payable from the Net Settlement Amount (defined below) that the Settlement Administrator will pay to each Participating Class Member and/or PAGA Employee, as calculated pursuant to Paragraph 55(d)(b) below.

19. “Net Settlement Amount” or “Net Distribution Fund” is the Gross Settlement Amount minus the amounts allotted to (1) Class Counsel’s fees (up to \$46,662.00), (2) Class Counsel’s litigation costs (up to \$20,000.00); (3) the Service Award for Plaintiff (up to \$10,000.00), (4) the 65% of the PAGA Award to be paid to the LWDA (\$16,250.00); (5) the 35% of the PAGA Award to be paid to PAGA Employees (\$8,750.00); and (6) Settlement Administration Costs (up to \$10,000.00).

20. “Notice” means the Notice of Class Action and PAGA Settlement that will be sent to the Class Members consistent with the terms of this Settlement and substantially the same as the Proposed Notice attached to this Settlement as Exhibit “A” (or as may be modified by subsequent agreement of the Parties or order of the Court).

21. “Notice Response Deadline” is forty-five (45) calendar days from when the Notice is mailed to the Class Members.

22. “Objecting Class Member” means a Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with respect to the Class Claims pursuant to Paragraph 77(c) below.

23. “PAGA” shall refer to the Private Attorneys General Act, Labor Code § 2698 et seq.

24. “PAGA Award” is the \$25,000.00 of the Gross Settlement Amount that is allocated to PAGA penalties in this Settlement, 65% of which (\$16,250.00) will be remitted to the LWDA and 35% of which (\$8,750.00) will go into a PAGA Distribution Fund and be distributed on a prorated basis to all PAGA Employees based on their number of pay periods

worked during the PAGA Period as specified below

25. “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil penalties pursuant to PAGA that were alleged or that could have been alleged based on the facts and underlying Labor Code violations alleged in Plaintiff’s December 5, 2024 Labor and Workforce Development (“LWDA”) notice letter, including for underlying claims based on alleged failure to pay minimum wages, failure to pay all overtime wages and at the appropriate legal rate, failure to provide meal periods or premium payments in lieu thereof at the appropriate legal rate, failure to provide rest periods or premium payments in lieu thereof at the appropriate legal rate, failure to maintain accurate employment records, failure to pay wages timely during employment, failure to provide accurate itemized wage statements, failure to timely pay all wages due at separation, failure to reimburse business expenses, failure to pay sick pay accurately, and violation of Business & Professions Code §17200 *et seq.* Plaintiff and the State of California (acting through Plaintiff as its authorized PAGA representative) release the Released Parties from the PAGA claims.

26. “PAGA Distribution Fund” is 35% of the PAGA Award (i.e., \$8,750.00) allocated for distribution on a prorated basis to all PAGA Employees based on their number of pay periods worked during the PAGA Period as specified below.

27. “PAGA Employees” include all persons who are or were previously employed by Defendant in California and classified as non-exempt or hourly employees at any time from December 5, 2023, through November 19, 2025 (*i.e.*, the “PAGA Period”).

28. “PAGA Notice” or “LWDA notice letter” shall refer to the notice sent by Plaintiff, by and through counsel, on or about December 5, 2024, to the LWDA and Defendant, alleging that Defendant engaged in violations of the California Labor Code and California Wage Order(s) as well as any subsequent notices sent to the LWDA and Defendant by Plaintiff, by and through counsel.

29. “PAGA Period” shall mean December 5, 2023, through November 19, 2025.

30. “Participating Class Member” means all Class Members who are deemed to participate and receive an Individual Settlement Amount for the Class Claims and who do not opt

out of the settlement of the Class Claims by submitting timely and valid Requests for Exclusion.

31. “Parties” or “Settling Parties” mean Plaintiff, Participating Class Members, PAGA Employees, and Defendant.

32. “Pay Periods Worked” for each PAGA Employee means the number of pay periods during the PAGA Period in which the PAGA Employee was employed by Defendant as a non-exempt employee in California and worked at least one shift during the pay period for Defendant. Pay Periods Worked will be calculated based on Defendant’s business records.

33. “Work Weeks Worked” for each Class Member means the number of work weeks during the Class Period in which the Class Member was employed by Defendant as a non-exempt employee in California and worked at least one shift during the week for Defendant. Work Weeks Worked will be calculated based on Defendant’s business records.

34. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement Agreement and the exhibits thereto and enters the Preliminary Approval Order.

35. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice of Class Action and PAGA Settlement, an opportunity to opt out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of this Settlement related to the Class Claims, and setting a final approval hearing to address the fairness of the terms of Settlement, including approval of Class Counsel’s fees and costs.

36. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator to benefit the Final Settlement Class and from which the settlement payments shall be made.

37. “Release,” “Released Class Claims,” or “Released PAGA Claims” shall mean the release and discharge of the Class Claims by Plaintiff and all of the Participating Class Members and the release and discharge of the PAGA Claims by Plaintiff and all of the PAGA Employees.

38. “Released Parties” shall refer to Defendant T & R Lube Centers, Inc., together with its current and former officers, employees, and directors.

39. “Response Deadline” shall refer to the date by which Settlement Class Members

must opt out of or object to the settlement.

40. “Request for Exclusion” means a timely written request by a Class Member to exclude herself/himself from the Settlement, which must be completed and mailed in the manner set forth in this Settlement Agreement and the Notice of Settlement as further detailed in Paragraph 77(a) below.

41. “Service Payment” or “Service Award” means the amount approved by the Court to be paid to the Class Representative (*i.e.*, Plaintiff) in addition to his Individual Settlement Amount as a Participating Class Member in an amount up to \$10,000. The Service Payment is subject to approval from the Court and will be paid from the Gross Settlement Amount. Any Service Award not awarded by the Court will be added to the Net Distribution Fund and distributed to Class Members who do not opt out of this Settlement.

42. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

43. “Settlement Administrator” means and refers to ILYM Group, Inc., which will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

44. “Class Member” refers to individual members of the Settlement Class.

45. “Class” and “Class Members” refer to all persons who are or were previously employed by Defendant in California and classified as non-exempt employees during the Class Period.

B. General Terms

46. On or about December 5, 2024, Plaintiff filed a class action complaint in this Court against Defendant, including allegations of: (1) failure to pay all minimum wages, (2) failure to pay all overtime wages, (3) failure to provide rest periods and pay missed rest period premiums,

(4) failure to provide meal periods and pay missed meal period premiums, (5) failure to maintain accurate employment records, (6) failure to pay wages timely during employment, (7) failure to pay all wages earned and unpaid at separation, (8) failure to reimburse necessary business expenses, (9) failure to furnish accurate itemized wage statements, (10) failure to pay sick pay accurately, and (11) unfair competition.

47. Defendant denies all of Plaintiff's claims and allegations and contends that the Action is not suitable for class certification and/or representative treatment outside of the context of this Settlement.

48. The Class Representative believes he can proceed with his class, and the Class Representative claims that the Action is meritorious and that class certification is appropriate.

49. The Parties have thoroughly investigated the facts of the Action. This includes conducting an extensive exchange of informal discovery, including the relevant written policies at issue, the production of a random sample of payroll and timekeeping records for Class Members and PAGA Employees, a complete class list, and relevant data, including the average hourly pay rate and pay period information for Class Members and PAGA Employees. Defendant's productions included hundreds of pages of documents and data.

50. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

51. Defendant agrees that the Settlement represents a good-faith compromise of the claims, which is fair, adequate, and reasonable.

52. On August 21, 2025, the Parties participated in mediation before Jeffery P. Fuchsman, a highly experienced class action mediator. After a full-day mediation and the issuance of a mediator's proposal, the Parties reached a settlement.

53. No Admission of Liability. The Parties enter into this Agreement to resolve the

1 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
2 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies,
3 that it has violated any federal, state, or local law; violated any regulations or guidelines
4 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
5 requirements; breached any contract; violated or breached any duty; engaged in any
6 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
7 employees or any other person or entity. Neither this Agreement, nor any of its terms or
8 provisions, nor any of the negotiations connected with it, or proceedings, payouts or other events
9 associated with it, shall be construed as an admission or concession by Defendant of any such
10 violation(s) or failure(s) to comply with any applicable law by Defendant or any Released Parties.
11 Except as necessary in a proceeding to approve, interpret, or enforce the terms of this Agreement,
12 this Agreement and its terms and provisions shall not be offered or received as evidence in any
13 action or proceeding to establish any liability or admission on the part of the Released Parties or
14 to establish the existence of any condition constituting a violation of, or noncompliance with,
15 federal, state, local, or other applicable law.

16 54. Stipulation for Class Certification and Representative Treatment for Settlement
17 Purposes. For settlement purposes only, Defendant will stipulate that the Class Members
18 described herein who do not submit a Request for Exclusion from the Class may be conditionally
19 certified as a settlement class and that the PAGA Employees are appropriate for representative
20 treatment for purposes of settlement. This stipulation to certification and representative treatment
21 for settlement purposes is in no way an admission that class action certification and/or
22 representative treatment is proper in a non-settlement context and shall not be admissible in this
23 or in any other action except for the sole purpose of enforcing this Agreement. Should, for
24 whatever reason, the Court not grant Final Approval consistent with the terms of this Settlement
25 or if the Settlement does not become Effective, the Parties' stipulation to class certification and
26 representative treatment as part of the Settlement shall become null and void *ab initio* and shall
27 have no bearing on and shall not be admissible in connection with the issue of whether or not
28 class certification and/or representative treatment would be appropriate in a non-settlement

context. Defendant expressly reserves its right to and declare that it will continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court not grant Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and representative treatment and a trial should the Court not grant Final Approval.

C. Terms of Settlement

55. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for the total maximum amount of One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00) (“the Settlement Amount” or “Gross Settlement Amount”). With the sole exception of employer-side taxes due on settlement payments to Class Members, the Gross Settlement Amount is the maximum amount that Defendant will pay for any reason in connection with this Settlement. The Gross Settlement Amount will be used to pay (1) Individual Settlement Payments to Participating Class Members; (2) the PAGA Award, with 65% of the PAGA Award going to the LWDA and 35% being distributed on a prorated basis based on pay periods worked to PAGA Employees as further described below; (3) Plaintiff’s Counsel’s attorneys’ fees; (4) Plaintiff’s Counsel’s costs; (5) Settlement Administration Costs; (6) the Service Award to Plaintiff (as specified in the Service Award paragraphs below); and (7) employee-side taxes for the wage component of Individual Settlement Payments to Class Members.

(b) The settlement is based on Defendant’s representation that, as of the mediation date, Settlement Class Members worked approximately 6,134 workweeks during the Class Period. If the total number of workweeks exceeds 6,747 (i.e., more than 10% above the estimate), Defendant shall have the option to: (a) increase the Gross Settlement Amount (“GSA”) on a pro rata basis by 1% for each 1% that the total workweeks exceed the 10% threshold; or (b) end the Class Period on the date the cumulative number of workweeks reaches 6,747, such that any workweeks thereafter shall not be included in the Released Claims.

(c) Net Settlement Amount: The “Net Settlement Amount” or “Net Distribution Fund” is the Gross Settlement Amount minus the amounts allotted to (1) Class Counsel’s fees (up

to \$46,662.00), (2) Class Counsel's litigation costs (up to \$20,000.00); (3) the Service Award for Plaintiff (up to \$10,000.00), (4) the 65% of the PAGA Award to be paid to the LWDA (\$16,250.00); (5) the 35% of the PAGA Award to be paid to PAGA Employees (\$8,750.00) and (6) Settlement Administration Costs (up to \$10,000.00). If the Court reduces the attorneys' fees and litigation costs or Service Award or either increases or decreases the amount allocated to the PAGA Award or Settlement Administration Costs, the Net Settlement Amount shall be increased or decreased accordingly. If the Court approves amounts for attorneys' fees and costs, the Service Award, the PAGA Award, or Settlement Administration Costs that are different than the amounts requested, the maximum Gross Settlement Amount that Defendant must pay in accordance with the terms of this Settlement will remain the same, as this is a non-reversionary settlement.

(d) Individual Settlement Amounts for the Settlement Class and PAGA Employees:

The Settlement Administrator will use the Class Data provided by Defendant to calculate each Participating Class Member's and PAGA Employee's Individual Settlement Amounts. Individual Settlement Payments will be distributed to Participating Class Members and/or PAGA Employees based on the following formulas:

- a. Payments to Participating Class Members: The Settlement Administrator will calculate the total number of pay periods that all Class Members who do not opt out (*i.e.*, "Participating Class Members") worked during the Class Period ("Total Class Pay Periods"). The Settlement Administrator shall determine the value of each Work Week Worked by dividing the Net Distribution Fund by the total number of Work Week Worked by Participating Class Members during the Class Period ("Class Work Week Value"). To determine each Participating Class Member's settlement payment, the Settlement Administrator will multiply the individual's Total Class Pay Periods Worked by the Class Pay Period Value (if the Class Member is a Participating Class Member). These payments will be subject to any legally required tax withholdings or deductions calculated by the Settlement Administrator.

1 b. PAGA Employee Calculations: For PAGA Employees, the Settlement
2 Administrator will calculate the total number of pay periods that each PAGA
3 Employee worked during the PAGA Period (“Total PAGA Pay Periods”). The
4 Settlement Administrator shall determine the value of each PAGA Pay Period by
5 dividing 35% of the PAGA Award allocated for PAGA Employees (*i.e.*,
6 \$8,750.00) by the Total PAGA Pay Periods for all PAGA Employees (“PAGA Pay
7 Period Value”). To determine each PAGA Employee’s payment for their prorated
8 portion of the PAGA Distribution Fund (*i.e.*, \$8,750.00), the Settlement
9 Administrator will multiply the PAGA Employee’s Total PAGA Pay Periods by
10 the PAGA Pay Period Value. A Class Member who is also a PAGA Employee
11 will receive a payment under this section for their prorated portion of the PAGA
12 Award, even if they opt out of the Class settlement, and will be bound by the
13 release of the PAGA claims released through this Settlement.
14

15 (e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts
16 to Participating Class Members will be allocated for tax purposes based on the allegations in the
17 Action as follows: twenty percent (20%) will be allocated to allegedly unpaid wages subject to
18 withholding of all applicable local, state, and federal taxes; and eighty (80%) will be allocated to
19 interest and alleged civil penalties (pursuant to, e.g., Labor Code §§ 203, 226) from which no
20 taxes will be withheld. The Settlement Administrator will issue each Participating Class Member
21 an Internal Revenue Service Form W-2 and comparable state forms concerning the wage
22 allocation and a Form 1099 concerning the civil penalties and interest allocations.

23 (f) Service Payment to Class Representative: The amount awarded to the Class
24 Representative as a Service Payment will be set by the Court in its discretion, not to exceed
25 \$10,000.00. Defendant agrees not to oppose this request. The Service Payment to the Class
26 Representative will be paid out of the Gross Settlement Amount. The Class Representative will
27 be issued an IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally
28 responsible for paying any and all applicable taxes on this payment. The Parties agree that any
 amount awarded by the Court as the Service Payment to Plaintiff less than the requested amount

1 shall not be a basis for Plaintiff or Class Counsel to void this Stipulation. Should the Court
2 approve a lesser amount for the Service Payment, the difference shall be added to the Net
3 Settlement Amount to be distributed to the Participating Class Members. In the event of any
4 appeal of the amount of the service award (if any) approved by the Court, if, after the exhaustion
5 of any such appellate review, additional amounts not awarded to the Class Representative shall
6 be added to the Net Settlement Amount to be distributed to the Participating Class Members.

7 (g) Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class
8 Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Gross Settlement
9 Amount (*i.e.*, up to \$46,662.00), plus reasonable litigation costs not to exceed \$20,000.00
10 ("Attorneys' Fees and Cost Award"). The Attorneys' Fees and Cost Award shall be paid from
11 the Gross Settlement Amount. Should the Court approve a lesser amount than what is sought by
12 Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to
13 the Participating Class Members. Any Court order awarding less than the amount sought by Class
14 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the
15 Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099
16 reflecting the amount of attorneys' fees and costs awarded by the Court. Class Counsel agrees
17 that any allocation of fees between or among Class Counsel and any other attorney representing
18 or claiming to represent the Class Members shall be the sole responsibility of Class Counsel.

19 (h) Settlement Administration Costs: The fees and other charges of the Settlement
20 Administrator will be paid from the Gross Settlement Amount, not to exceed \$10,000.00, subject
21 to Court approval, unless approved by all Parties and the Court. The Settlement Administration
22 Costs shall be paid entirely from the Gross Settlement Amount. Any Settlement Administration
23 Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the
24 Net Distribution Fund and distributed to Participating Class Members.

25 (i) PAGA Penalties: The Parties agree that \$25,000.00 is allocated to alleged PAGA
26 Penalties and will be paid from the Gross Settlement Amount, subject to Court approval. Of this
27 amount, \$16,250.00 (65%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for civil
28 penalties under the PAGA, and \$8,750.00 (35%) will be included in the Individual Settlement

Amounts, payable to the PAGA Employees as outlined in Paragraph 55(d)(b).

(j) Tax Liability: Class Counsel, Defendant, and Defendant’s Counsel make no representations as to the tax treatment or legal effect of Individual Settlement Amounts called for hereunder, and Plaintiff and the Class Members and PAGA Employees are not relying on any statement or representation by Class Counsel, Defendant, or Defendant’s Counsel in this regard. Plaintiff and Participating Class Members will be solely responsible for paying any taxes and penalties assessed on their respective Individual Settlement Amounts described herein. Income tax withholding will also be made pursuant to applicable federal, state, and/or local withholding codes or regulations as determined by the Settlement Administrator. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law are changed after the date of this Agreement, the processes outlined in this Section may be modified to bring Defendant into compliance with any such changes.

56. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. No portion of the Gross Settlement Amount will revert to Defendant once the Settlement is funded, provided that Final Approval is granted, and the Settlement becomes final and effective in accordance with the terms of this Settlement. Participating Class Members will not have to make a claim to receive an Individual Settlement Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to each Participating Class Member. The Settlement Administrator shall be responsible for accurately and timely reporting any remittance obligations with respect to unclaimed funds as a result of Plaintiff, Participating Class Members, or PAGA Employees not cashing an Individual Settlement Amount by the check-cashing deadline, as set forth herein.

57. Class Counsel and Plaintiff believe that the Settlement is fair, reasonable, and adequate and will represent the same to the Court.

D. Release by Participating Class Members and PAGA Employees

58. Upon the Effective Date of this Settlement and the entry of judgment and full

1 funding of the Settlement, Plaintiff and each Participating Class Member, for themselves and for
2 their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys,
3 heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
4 conservators, guardians, assigns, and representatives, will forever completely release and
5 discharge the Released Parties from the Released Class Claims for the time period from
6 December 5, 2020, to November 19, 2025. The Released Class Claims include all claims that
7 were asserted or that could have been asserted based on the facts alleged in the Action, whether
8 known or unknown, including without limitation all known and unknown claims arising out of
9 any alleged failure to pay all minimum, regular, and overtime wages, failure to provide meal
10 periods or premium payments in lieu thereof, failure to provide rest periods or premium payments
11 in lieu thereof, failure to provide accurate itemized wage statements (based on both direct and
12 derivative theories of liability), failure to timely pay all wages due at separation, failure to
13 reimburse business expenses, failure to pay sick pay accurately, violation of Business &
14 Professions Code § 17200 *et seq.*, and any and all related penalties.

15 59. Each Participating Class Member will be deemed to have made the foregoing
16 Release as if by manually signing it.

17 60. Upon the Effective Date and full funding of this Settlement, Plaintiff, the LWDA
18 and State of California (acting through Plaintiff as its deputized representative), for themselves
19 and for their respective spouses, domestic partners, marital community, children, estates, trusts,
20 attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
21 conservators, guardians, assigns, and representatives, will forever completely release and
22 discharge the Released Parties from the Released PAGA Claims for the time period from
23 December 5, 2023, through November 19, 2025. The Released PAGA Claims include any and all
24 claims for civil penalties pursuant to PAGA that were alleged or that could have been alleged
25 based on the facts and underlying California Labor Code violations alleged in Plaintiff's LWDA
26 notice letters, including for underlying claims based on alleged to pay all minimum, regular, and
27 overtime wages, failure to provide meal periods or premium payments in lieu thereof, failure to
28 provide rest periods or premium payments in lieu thereof, failure to provide accurate itemized

1 wage statements (based on both direct and derivative theories of liability), failure to timely pay
2 all wages due at separation, failure to reimburse business expenses, failure to pay sick pay
3 accurately, and violation of Business & Professions Code § 17200 et seq.

4 61. The LWDA will be deemed to have made the foregoing Release as if by manually
5 signing it.

6 62. Plaintiff and Defendant intend that the Settlement described in this Agreement will
7 release and preclude any further claim, whether by lawsuit, administrative claim or action,
8 arbitration, demand, or other action of any kind, by each and all of the Participating Class
9 Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released
10 Class Claims. The Class Members shall be notified in the Notice. This Paragraph is a statement
11 of the Parties' intent in agreeing to this Settlement that it will be given *res judicata* effect with
12 respect to the Released Class Claims.

13 63. Plaintiff and Defendant intend that the Settlement described in this Agreement will
14 release and preclude any further claim, whether by lawsuit, administrative claim or action,
15 arbitration, demand, or other action of any kind, by each and all of the PAGA Employees and the
16 LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the Released
17 PAGA Claims. The PAGA Employees and the LWDA shall be notified in the Notice and via
18 submitting a copy of this Settlement, which Class Counsel will provide to the LWDA
19 concurrently with the filing of Plaintiff's motion requesting preliminary approval of this
20 Settlement, respectively. This Paragraph is a statement of the Parties' intent in agreeing to this
21 Settlement that it will be given *res judicata* effect with respect to the Released PAGA Claims.

22 64. The Class Representative, on behalf of himself and the Participating Class
23 Members, acknowledges and agrees that the claims for unpaid wages and all other amounts sought
24 through this Action are disputed and that the payments set forth herein constitute payment of all
25 sums allegedly due to them. The Class Representative, on behalf of herself and the Participating
26 Class Members, acknowledges and agrees that Labor Code § 206.5 does not apply to the Parties
27 hereto. Section 206.5 provides in pertinent part as follows: "An employer shall not require the
28 execution of any release of any claim or right on account of wages due, or to become due, or made

as an advance on wages to be earned unless payment of those wages has been made.”

E. General Release by Plaintiff

65. Plaintiff hereby, for himself and for his respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, forever completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including for alleged back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement, whether known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, or relating to Plaintiff’s employment with Defendant or the remuneration for or termination of such employment (collectively, the “Class Representative’s Claims”).

66. Without limiting the generality of the foregoing, Plaintiff expressly releases all past, present and future claims or rights against Released Parties for any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct including without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by Defendant or the Released Parties including, but not limited to, a release of all claims under (a) the California Civil Code, (b) the Fair Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et. seq., (d) the Age Discrimination in Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, et. seq., as amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act, as amended, (m) any other state,

1 federal, and local law, regulation and ordinance dealing with discrimination in employment,
2 disability, , and retaliation for exercising any right or participating or engaging in any activity, (n)
3 the Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as
4 amended, (p) the Employment Retirement Income Security Act of 1974, as amended (except
5 vested benefits), (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (r)
6 the Worker Adjustment and Retraining Notification Act, as amended, (s) any federal, state or
7 common law claim or cause of action for breach of contract, , constructive discharge, retaliation,
8 defamation, slander, libel, intentional or negligent infliction of emotional distress,
9 misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations
10 arising out of any of Defendant's employment policies or practices, employee handbooks, and/or
11 any statements by any employee or agent of Defendant whether oral or written, (t) the Labor
12 Code, (u) any applicable Industrial Welfare Commission Wage Orders, (v) the Government Code
13 §12940 *et seq.* (except as set forth above) (w) the California Constitution, (x) the Fair Labor
14 Standards Act, and (y) any federal, state or common law claim or cause of action for
15 reinstatement, back pay, bonus, attorneys' fees or costs, compensatory damages, consequential
16 damages, front pay, any form of equitable or declaratory relief, liquidated damages, emotional
17 distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to
18 reputation, damage for personal, emotional or economic injury or damage of any kind (except as
19 related to claims arising out of the Fair Employment and Housing Act or wrongful discharge).
20 This provision is intended by the Parties to be all-encompassing and to act as a full and total
21 release of any claims, whether specifically enumerated herein or not, that Plaintiff might have or
22 have had, that exists or ever has existed, on or before the Response Deadline.

23 67. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
24 § 1542 of the Civil Code of the State of California (except as set forth in Paragraph 65 above) and
25 does so, understanding and acknowledging the significance of the waiver of § 1542. Section 1542
26 of the Civil Code of the State of California states:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

1 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
2 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
3 DEBTOR OR RELEASED PARTY.

4 Notwithstanding the provisions of § 1542, and for the purpose of implementing a full and
5 complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge
6 that this Settlement Agreement is intended to include in its effect, without limitation, all claims
7 that Plaintiff knew of, as well as all claims that he did not know or suspect to exist in his favor
8 against the Released Parties, or any of them, for the time period from the beginning of time to the
9 execution of this Settlement Agreement, and that this Settlement Agreement contemplates the
10 extinguishment of any such Plaintiff's claims to the maximum extent permitted by law (except as
11 set forth in Paragraph 65 above).

12 **F. Interim Stay of Proceedings**

13 68. Pending completion of all prerequisites necessary to effectuate this Settlement,
14 including amending the Complaint, the Parties agree, subject to Court approval, to stay all
15 proceedings in the Action except those necessary to effectuate the Settlement.

16 **G. Notice Process**

17 69. Appointment of Settlement Administrator. The Parties have agreed to the
18 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
19 including mailing the Notice, using standard methods to obtain forwarding addresses, addressing
20 questions from Class Members and PAGA Employees, independently reviewing and verifying
21 documentation associated with any objections or opt-out requests, as needed, resolving any
22 disputes regarding the calculation or application of the formula for determining the Individual
23 Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members
24 and PAGA Employees, issuing Forms W-2 and 1099, handling all required tax reporting and
25 filings related to the Settlement, disbursing payments in accordance with the Settlement and the
26 Court's orders, and performing such other tasks as set forth herein or as the Parties mutually agree
27 or that the Court orders.

28 70. Disputes Regarding Settlement Administration. Any and all disputes relating to
the administration of the Settlement by the Settlement Administrator (except for disputes

1 regarding Class Data) shall be referred to the Court, if necessary. The Court will have continuing
2 jurisdiction over the terms and conditions of this Settlement Agreement until Plaintiff and
3 Defendant notify the Court that all payments and obligations contemplated by this Settlement
4 Agreement have been fully carried out. Before presenting any issue to the Court, counsel for the
5 Parties will confer in good faith to resolve the dispute without Court intervention. The Settlement
6 Administrator shall also be responsible for issuing to Plaintiff, Participating Class Members,
7 PAGA Employees, and Class Counsel any Forms W-2, Forms 1099, or other tax forms as may
8 be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator
9 shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes
10 and penalties to the appropriate government authorities.

11 71. Class Data. Within fourteen (14) days after the Preliminary Approval Order entry,
12 Defendant shall provide the Class Data to the Settlement Administrator. The Settlement
13 Administrator will check the Class Members' addresses against those on file with the U.S. Postal
14 Service's National Change of Address List. The Class Data provided to the Settlement
15 Administrator must be safeguarded and will not be provided to Class Counsel unless specific
16 disclosure is required to effectuate Class Counsel's duties as specified in this Agreement and
17 pursuant to the express written permission of Defendant's counsel or order of the Court. The
18 Class Data will remain confidential; it shall be used solely to administer the Settlement, and it
19 will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant
20 to Defendant's express written consent, or by order of the Court.

21 72. Notice. As approved by the Court, the Notice shall be sent by the Settlement
22 Administrator to the Class Members by first-class mail, in English, within ten (10) calendar days
23 following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator
24 shall use standard methods, including a skip trace, to obtain forwarding addresses of Class
25 Members if any envelopes with the Notice are returned.

26 73. Returned Notices. The Settlement Administrator will take steps to ensure that the
27 Notice is received by all Class Members, including using the National Change of Address
28 Database maintained by the United States Postal Service to review the accuracy of and, if

possible, update mailing addresses. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator's learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned no later than the Response Deadline or fifteen (15) days after remailing the Notice, whichever is later.

74. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned within fifteen (15) days of the mailing, the Class Member received the Notice.

75. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt out. The Notice will inform Class Members of their estimated Individual Settlement Amount, the number of Pay Periods Worked during the Class Period, and the PAGA Period. Class Members may dispute their Pay Periods Worked if they believe they were employed more pay periods in the Class Period in California than Defendant's records show by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defendant's Counsel, who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Pay Periods Worked and estimated Individual Settlement Amount. If Class Counsel and Defendant's Counsel cannot agree, they will defer to the Settlement Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Pay Periods Worked, object, or opt out, unless extended by the Court. The Response Deadline shall be 45 days after the original mailing date of the Notice by the Settlement Administrator. If the Settlement Administrator increases the number of Pay Periods Worked for any Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

1 76. Declaration of Due Diligence. The Settlement Administrator shall provide counsel
2 for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of
3 due diligence and proof of mailing with regard to the mailing of the Notice.

4 77. Class Members' Rights. Each Class Member will be fully advised of the
5 Settlement, the ability to object to the provisions in the Settlement related to the Class Claims,
6 and the ability to opt-out or request exclusion from the Class Claims provisions of the Settlement.
7 The Notice will inform the Class Members of the Court-established deadlines for submitting
8 objections or requesting exclusion from the Class Claims provisions of the Settlement in
9 accordance with the following guidelines:

10 (a) Requests for Exclusion from Class Members. Any Class Member, other
11 than Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion"
12 to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The
13 Request for Exclusion should state in words substantially to this effect:

14 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE *ACEVES V T*
15 *& R LUBE CENTERS, INC.* SETTLEMENT. I UNDERSTAND THAT IF
16 I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE
17 ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS
 IN THIS LAWSUIT.

18 Any Request for Exclusion must include the full name, address, telephone number,
19 employee number, or last four digits of the social security number or date of birth, and the
20 signature of the Class Member requesting exclusion. The Request for Exclusion must be returned
21 by mail to the Settlement Administrator at the address specified in the Notice. Any such Request
22 must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will
23 be timely if postmarked by the Notice Response Deadline unless the Parties otherwise agree in
24 writing. Any Class Member who timely requests exclusion in compliance with these
25 requirements: (i) will not have any rights under this Agreement with respect to the Class Claims,
26 including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to
27 receive any payments under this Agreement with respect to Class Claims; and (iii) will not be
28 bound by this Agreement, or the Judgment, with respect to the Released Class Claims.

1 (b) Binding Effect on Participating Class Members. Except for those Class
2 Members who exclude themselves in compliance with the procedures set forth above, all Class
3 Members will: (i) be deemed to be Participating Class Members for all purposes under this
4 Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and
5 the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have
6 waived all objections to the fairness, reasonableness, and adequacy of the Settlement.

7 (c) Objections to Settlement of Class Claims. Provided they do not opt-out,
8 any Class Member, other than Plaintiff, may object to the terms of this Agreement with respect
9 to the Class Claims and may appear at the Final Approval Hearing and object whether or not they
10 have submitted a written objection as outlined herein (“Objecting Class Member”). To object, a
11 Class Member can inform the Settlement Administrator, in writing, of his/her/their objection,
12 which must be postmarked by the Notice Response Deadline at the address set forth in the Notice.
13 Such objection shall include the full name, address, telephone number, dates of employment with
14 Defendant of the Objecting Class Member, the case name and number, the basis for the objection,
15 including any legal support, and each specific reason in support of the objection, as well as any
16 documentation or evidence in support thereof, and, if counsel represents the Objecting Class
17 Member, the name and address of his/her/their counsel. If any Objecting Class Member wishes
18 to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting Class
19 Member’s written submission should include a request to be heard, and the Court will determine
20 whether Objecting Class Members will be permitted to speak. The Settlement Administrator shall
21 provide objections, if any, to Class Counsel and Defendant’s Counsel within three (3) days of
22 receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence
23 described in Paragraph 77. Any Class Member who files an objection must not opt out and will
24 remain eligible to receive monetary compensation from the Settlement if it becomes final and
25 binding. Where a Class Member files and submits both a timely objection and a timely request
26 for exclusion, the request for exclusion will be deemed void, the objection will be duly noted as
27 described in this Paragraph, and the Class Member will remain eligible to receive monetary
28 compensation from the Settlement if it becomes final and binding. Plaintiff and Defendant shall

not be responsible for any fees, costs, or expenses incurred by any Class Member and/or their counsel related to any objections to the Settlement. PAGA Employees may not object to or opt out of the Settlement with respect to the PAGA Claims.

(d) Failure to Object. Any Class Member who desires to object with respect to the Class Claims but fails to submit a timely written objection waives any right to object in writing and will be foreclosed from making any written objection to this Settlement.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Class Members at least five (5) court days before the date of the Final Approval Hearing.

78. Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail using the address provided in the Notice. The Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel the written objections that were timely submitted and provide the number of Requests for Exclusion submitted every week throughout the notice period, and upon the request of Class Counsel or Defendant's Counsel. Within five (5) calendar days of the Notice Response Deadline, the Settlement Administrator shall provide counsel for the Parties a report containing (1) the total number of Class Members to whom notices were mailed, (2) the total number of notices that were returned and total notices that were remailed, (3) the date of the last notice remailed, (3) the total number of exclusions requests received and whether the requests were timely, and (4) the total number of objections received and whether the objections were timely.

79. Funding of the Settlement Amount. Within five (5) days of the Effective Date, the Settlement Administrator will calculate and inform Defendant of the amount associated with its share of employer payroll taxes based on the portion of the Individual Settlement Payments allocated to unpaid wages as specified in this Agreement. Then, Defendant shall make a one-time deposit into the QSF of the Gross Settlement Amount and its share of employer payroll taxes to be paid the later of December 1, 2026, or 60 days after final approval. Aside from funding the Gross Settlement Amount and employer-side taxes owed, Defendant shall have no further obligation to pay any amount for any reason in connection with this Settlement.

1 80. Distribution of Funds. No later than seven (7) calendar days after the deposit of
2 the payment into the QSF, the Settlement Administrator will mail the Individual Settlement
3 Payments to the Participating Class Members, the payment for the attorneys' fees and costs to
4 Class Counsel, any Service Award to the Class Representative (*i.e.*, Plaintiff), the payment to the
5 LWDA for its portion of the PAGA Award and will pay itself the Settlement Administration
6 Costs.

7 81. Deadline for Cashing Settlement Checks. Participating Class Members shall have
8 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks.
9 If any Participating Class Member's check is not cashed within that period, the check will be void
10 and a stop-payment will be issued. All unclaimed funds after the 180-day deadline shall be sent
11 to the California Unclaimed Property Fund in the name of the class member. The release will be
12 binding on all Participating Class Members, regardless of whether they cash their checks within
13 the 180-day period. In the event that any settlement check is returned to the Settlement
14 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)
15 business days of receipt of the returned settlement check, perform a skip trace to attempt to locate
16 the individual. If a new address is located by these means or if a forwarding address is available,
17 the Administrator will have ten (10) business days to re-issue the check. Neither Defendant,
18 Defendant's Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any
19 liability for lost or stolen settlement checks, forged signatures on settlement checks, or
20 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a
21 Participating Class Member notifies the Settlement Administrator that they believe that a
22 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
23 payment on such check. If the check in question has not been negotiated prior to the stop payment
24 order, the Settlement Administrator will issue a replacement check.

25 82. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff,
26 Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or
27 reports made in accordance with or pursuant to this Agreement. This provision does not, however,
28 prevent a Party from seeking enforcement of this Agreement.

H. Duties of the Parties Prior to the Court's Approval

83. Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable, and adequate as to the Participating Class Members and a hearing on fees, costs, and the Service Award;

(b) Approving as to form and content the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to the Class Members;

(d) Preliminarily approving this Settlement in accordance with this Agreement and by submitting the Proposed Preliminary Approval Order; and

(e) Preliminarily certifying the class for purposes of this Settlement.

84. Good Faith Efforts and Cooperation to Secure Approval. In the event the Court declines to approve this Agreement on its first hearing or subsequent hearings, the Parties agree to meet and confer in good faith to address the Court's concerns and to work together in good faith to evaluate potential revisions and/or additional submissions of information, declarations, etc., to address the Court's concerns and renew a motion for approval.

I. Duties of the Parties Following Court's Final Approval

85. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit the proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, Individual Settlement Payments, the Service Award to the Class Representative, the PAGA Award, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving the Settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the

Released Parties and permanently barring all PAGA Employees and the State of California and LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

J. Voiding the Agreement

86. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement that affects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

87. If five percent (5%) or more of the Class Members timely submit a Request for Exclusion, Defendant shall have the option of terminating or modifying this Agreement without prejudice to its pre-settlement positions and defenses in the Action. If Defendant exercises such option under this Paragraph, they shall be relieved of any obligation to pay the Gross Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiff's Counsel and the Settlement Administrator within ten (10) days after the Notice Response Deadline. If Defendant exercises its option under this Paragraph, Defendant shall be solely responsible for all Settlement Administration Costs incurred.

88. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement. In addition, the Parties will be placed in the same position they were in before reaching this Settlement with the same rights, including, without limitation, the right of Defendant to contest the merits of Plaintiff's claims and class certification, and Plaintiff's pursuit of a representative action under PAGA.

89. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff unless otherwise specified in this Agreement.

K. Other Terms

90. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

1 91. Parties' Authority. The signatories hereto represent that they are fully authorized
2 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
3 hereof.

4 92. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
5 accomplish the terms of this Settlement Agreement, including but not limited to, execution of
6 such documents and to take such other action as may reasonably be necessary to implement the
7 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best
8 efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that
9 may become necessary by order of the Court, or otherwise, to effectuate this Settlement
10 Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement
11 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and
12 Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval
13 of the settlement and the final entry of judgment.

14 93. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
15 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
16 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
17 cause of action, or rights released and discharged by this Settlement Agreement.

18 94. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
19 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
20 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
21 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
22 Settlement Agreement with the intention of avoiding further disputes and litigation with the
23 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and
24 it, along with all related documents such as the notices and motions for preliminary and final
25 approval, shall, pursuant to Evidence Code § 1152 and/or Federal Rule of Evidence 408, be
26 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
27 settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class
28 certification as part of this Settlement Agreement is for settlement purposes only. If the settlement

is not approved for any reason, the stipulation will be of no force or effect.

95. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Class Members and PAGA Employees:

Mehrdad Bokhour <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Sanjay Bansal <i>sbansal@gselawyers.com</i> Amir D. Benakote <i>abenakote@gselawyers.com</i> 12021 Wilshire Blvd., Suite 555 Los Angeles, California 90025 Tel: (424) 501-5099
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To Defendant:

Natalie Alameddine <i>natalie.alameddine@blankrome.com</i> 2029 Century Park East, 6th Floor Los Angeles, CA 90067 Tel: (424) 239-3454
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96. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

97. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

1 98. Modification. This Settlement Agreement may not be changed, altered, or
2 modified, except in writing and signed by the Parties hereto, and approved by the Court. This
3 Settlement Agreement may not be discharged except by performance in accordance with its terms
4 or by writing signed by all of the Parties hereto.

5 99. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
6 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
7 written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and
8 Plaintiff and Defendant agree to seek the help of the mediator identified in this Agreement to
9 resolve any dispute they are unable to resolve informally. During this period, the Parties shall
10 bear their own attorneys' fees and costs.

11 100. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
12 dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure
13 § 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all
14 Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this
15 Agreement.

16 101. Enforceability. Pursuant to Evidence Code § 1123(a) and (b), this Agreement is
17 intended by the Parties to be and shall be, enforceable, binding, and admissible in a court of law.

18 102. Choice of Law. This Settlement Agreement shall be governed by and construed,
19 enforced, and administered in accordance with the laws of the State of California, without regard
20 to its conflicts-of-law rules.

21 103. Integration Clause. This Settlement Agreement contains the entire agreement
22 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
23 or contemporaneous agreements, understandings, representations, and statements, whether oral
24 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
25 hereunder may be waived except in writing.

26 104. Binding On Assigns. This Settlement Agreement shall be binding upon and inure
27 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
28 successors, and assigns.

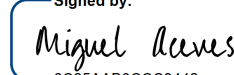
105. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Participating Class Member execute this Settlement Agreement. The Notice will advise all Participating Class Members of the binding nature of the releases provided herein and such shall have the same force and effect as if each Participating Class Member executed this Settlement Agreement.

106. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures and photocopies of signature pages shall have the same force and effect as an original.

APPROVAL AND EXECUTION BY PARTIES:

Dated: 1/29/2026, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

Signed by:

 6C25AAB0CCC9442...

Miguel Aceves

Dated: _____, 2026

DEFENDANT:

T & R LUBE CENTERS, INC.:

Signature: _____

Printed Name: _____

Position: _____

APPROVED AS TO FORM:

CLASS COUNSEL:

Dated: 1/27/2026, 2026

GOLDEN STATE EMPLOYMENT LAWYERS

Signed by:

Sanjay Bansal

C9C91B26BFA7464

Sanjay Bansal

Amir D. Benakote

Attorneys for Plaintiff, Miguel Aceves

Dated: 1/28/2026, 2026

BOKHOUR LAW GROUP, P.C.

Signed by:

MEHRDAD BOKHOUR

D8D3643F271940F...

Mehrdad Bokhour

Attorneys for Plaintiff

Miguel Aceves

DEFENDANT'S COUNSEL:

Dated: _____, 2026

BLANK ROME, LLP

Natalie R. Alameddine

Attorneys for Defendant

EXHIBIT “B”

NOTICE OF SETTLEMENT OF CLASS ACTION

Aceves v T & R Lube Centers, Inc.
Superior Court of the State of California, County of Riverside
Case No. CVRI2406891
LWDA Case No. LWDA-CM-1065371-24

To: All current and former non-exempt hourly employees employed by T & R Lube Centers, Inc. (the “Company”) in California at any time between December 5, 2020, to November 19, 2025 (the “Class”) and all current and former non-exempt hourly employees employed by T & R Lube Centers, Inc., at any time between December 5, 2023, through November 19, 2025 (the “Aggrieved Employees”):

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2026 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement, which documents the terms of the settlement that the Court has preliminarily approved (the “Settlement”).

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately \$INSERT AMOUNT as your share of the Net Settlement Amount should the Court approve the Settlement. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you performed any work for the Company (referenced herein as “Workweeks” or Weeks Worked”) in California between December 5, 2020, to November 19, 2025 (the “Class Period”).

Additionally, the lawsuit seeks civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly, nonexempt employees who were employed by the Company in California at any time from December 5, 2023, through November 19, 2025 (the “PAGA Period”), who are referred to as “Aggrieved Employees.”

Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2026 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2026 (see Section VI) or make an objection at the Final Approval Hearing.
GO TO A HEARING	Ask to speak in Court about the terms of the Settlement. The next scheduled hearing is the Final Approval Hearing on [REDACTED].

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Aceves v T & R Lube Centers, Inc.*, Riverside County Superior Court Case No. CVRI2406891, (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between December 5, 2020, to November 19, 2025 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by the Company as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On or about December 5, 2024, Plaintiff Miguel Aceves filed a class action complaint in the Court against Defendant, including causes of action asserting: (1) failure to pay all minimum wages, (2) failure to pay all overtime wages, (3) failure to provide rest periods and pay missed rest period premiums, (4) failure to provide meal periods and pay missed meal period premiums, (5) failure to maintain accurate employment records, (6) failure to pay wages timely during employment, (7) failure to pay all wages earned and unpaid at separation, (8) failure to reimburse necessary business expenses, (9) failure to furnish accurate itemized wage statements, (10) failure to pay sick pay accurately, and (11) unfair competition.

The Company denies these allegations and contends that it has done nothing wrong. The Company denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Company, both of which expressly deny any and all liability.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm’s length mediation.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to the Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by the Company, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys representing Plaintiff and the Class Members?	
Mehrdad Bokhour Bokhour Law Group, P.C. <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Sanjay Bansal <i>sbansal@gselawyers.com</i> Amir D. Benakote <i>abenakote@gselawyers.com</i> GOLDEN STATE EMPLOYMENT LAWYERS 12021 Wilshire Blvd., Suite 555 Los Angeles, California 90025 Telephone: (424) 501-5099
IV. What are the terms of the Settlement?	

On **[PA DATE]**, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Company in California between December 5, 2020, to November 19, 2025 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of Released Claims.

Without admitting any wrongdoing, the Company has agreed to pay \$140,000.00 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, payments to the California Labor and Workforce Development Agency ("LWDA") and PAGA aggrieved employees, Settlement Administration Costs, and Class Representative Service Payments.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group, Inc., ("ILYM") to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Settlement Administration Costs are estimated not to exceed \$10,000.00 and will be paid from the Gross Settlement Amount, subject to Court approval. Any Settlement Administration Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the Net Distribution Fund and distributed to Participating Class Members.

LWDA Payment. The Parties agree that \$25,000.00 of the Settlement is allocated to alleged PAGA Penalties and will be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, \$16,250.00 (65%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for civil penalties under the PAGA, and \$8,750.00 (35%) will be included in the Individual Settlement Amounts (defined below), payable to the PAGA Employees.

The PAGA Period means December 5, 2023, through November 19, 2025.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Amount, based on the number of Pay Periods during which each Aggrieved Employee worked

during the PAGA Period relative to the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will request that the Court approve a service award of up to \$10,000 for the Class Representative. The Service Payment is subject to approval from the Court and will be paid from the Gross Settlement Amount. Any Service Award not awarded by the Court will be added to the Net Distribution Fund and distributed to Class Members who do not opt out of this Settlement.

Attorneys' Fees and Expenses. Class Counsel, which includes two law firms (Golden State Employment Lawyers and Bokhour Law Group, P.C.), have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date), and having been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (33.33%) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit. Attorneys' Fees will be requested and subject to Court approval, not guaranteed. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount for class claims will total approximately \$ [REDACTED]. Compensable workweeks will be all Workweeks Worked by the Settlement Class Members during the Class Period at the Company in California. The dollars per compensable Workweek will be calculated by dividing the Net Distribution Fund by the total number of Work Week Worked by Participating Class Members during the Class Period ("Class Work Week Value"). To determine each Participating Class Member's settlement payment (the "Individual Class Payment"), the Settlement Administrator will multiply the individual's Total Class Pay Periods Worked by the Class Pay Period Value (if the Class Member is a Participating Class Member).

Similarly, the PAGA payment will be determined by dividing 35% of the PAGA Award allocated for PAGA Employees (*i.e.*, \$8,750.00) by the Total PAGA Pay Periods for all PAGA Employees ("PAGA Pay Period Value"). This PAGA Pay Period Value will be multiplied by the number of Pay Periods by each PAGA aggrieved employee to determine the individual PAGA payment (the "Individual PAGA Payment") for each PAGA aggrieved employee. Currently, your projected class payment is \$ [REDACTED] and your projected PAGA payment is \$ [REDACTED]. The Individual Class Payment and Individual PAGA Payment are collectively referred to in this Notice as "Individual Settlement Amounts."

For each Settlement Class Member, the Pay Periods Worked at the Company during the Class Period will be calculated from the Company's records. The Company's records indicate that you worked for [TOTAL WORKWEEKS] Workweeks in California during the Class Period of December 5, 2020, through November 19, 2025. If you disagree with this number, you may submit by mail evidence to the Settlement Administrator on or before [REDACTED], 2026, with documentation to establish the number of weeks you claim to have actually worked for the Company in California between December 5, 2020, through November 19, 2025 (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement, Judgment is entered, and the time to file an appeal has expired, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. If any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the unclaimed funds will be paid to the California State Controller's Office in the name of the Class Member, so that the Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. The Individual Class Payments to Participating Class Members will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent (20%) will be allocated to allegedly unpaid wages subject to withholding of all applicable local, state, and federal taxes; and eighty (80%) will be allocated to interest and alleged civil penalties (pursuant to, e.g., Labor Code §§ 203, 226) from which no taxes will be withheld. The Individual PAGA Payment will be allocated entirely as alleged civil penalties. The Settlement Administrator will issue each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms concerning the wage allocation and a Form 1099 concerning the civil penalties and interest allocations.

Release. Once the Court approves the proposed Settlement, enters Judgment and the Company funds the Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Company as described below. Specifically, after Final Approval by the Court, the Settlement Class Members, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Defendant, each of them, and each of their parent, subsidiary, and affiliated entities, and each of their predecessors, successors, and assigns, and each of their former and present directors, officers, shareholders, owners, members, employees, investors, attorneys, insurers, agents, and representatives, as well as any alleged joint employer of Plaintiff, the Settlement Class Members, and the Allegedly Aggrieved Employees of all claims that were pled in the Complaint and all claims that reasonably could have been alleged in the Complaint based on the facts alleged therein, or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims of:

(1) failure to pay all minimum wages, (2) failure to pay all overtime wages, (3) failure to provide rest periods and pay missed rest period premiums, (4) failure to provide meal periods and pay missed meal period premiums, (5) failure to maintain accurate employment records, (6) failure to pay wages timely during employment, (7) failure to pay all wages earned and unpaid at separation, (8) failure to reimburse necessary business expenses, (9) failure to furnish accurate itemized wage statements, (10) failure to pay sick pay accurately, and (11) unfair competition. These released claims and damages are hereinafter referred to as "Released Claims." The time period governing these Released Class Claims shall be at any time from December 5, 2020, through November 19, 2025 ("Release Period"). Any Settlement Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

The "Released PAGA Claims" include any and all claims for civil penalties under the California Private Attorneys General Act ("PAGA") that were alleged or could have been alleged based on the facts and underlying Labor Code violations described in Plaintiff's PAGA notices submitted to the California Labor and Workforce Development Agency, for the period from December 5, 2023, through November 19, 2025.

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Company and the Company will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2026 with your full name, address, telephone number, employee number, or last four digits of the social security number or date of birth, and the signature of the Class Member requesting exclusion. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE *ACEVES V T & R LUBE CENTERS, INC.* SETTLEMENT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2026. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating full name, address, telephone number, dates of employment with Defendant of the Objecting Class Member, full name, address, telephone number, dates of employment with Defendant of the Objecting Class Member,

the case name and number, the basis for the objection, including any legal support, and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Objections can be in writing and must be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2026 for your objection to be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked. You may dispute your Weeks Worked by submitting evidence to the Settlement Administrator regarding your employment at the Company. The Settlement Administrator and ultimately the Court will determine the validity of your dispute.**

If the Court rejects your objection, if you want to preserve your rights to appeal from judgment, including all rights to any post-judgment proceedings and appellate proceeding, then you must timely and properly become a party of records in this case by intervening or filing a motion to vacate the judgment. Please consult with an attorney to ensure you understand the proper procedure and timing to become a party of record by intervening in the action or filing a motion to vacate the judgment.

Any class member may appear at the Final Approval Hearing to make an oral objection whether or not any written objection or notice of appearance has been provided.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for _____, 2026, at 8:30 a.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main St, Riverside, CA 92501. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before _____, 2026. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on [REDACTED], 2026 at 8:30 a.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main St, Riverside, CA 92501.

You may also consult the Superior Court website to access documents by going to (<https://epublic-access.riverside.courts.ca.gov/public-portal/>) and entering the Case Number for the Action, Case No. CVRI2406891.

To confirm the date and location of the hearing, please visit the Court website below and enter the case number: CVRI2406891.

<https://epublic-access.riverside.courts.ca.gov/public-portal/>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?
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This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at Office of the Clerk, Riverside County Superior Court, located at 4050 Main St, Riverside, CA 92501, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

Class Members are encouraged to appear remotely via CourtCall or Zoom by contacting the Judicial Assistant in Department 1 for further instructions.

The Settlement Administrator will also post a copy of the final judgment on its website, which can be accessed at the following URL:

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

REQUEST FOR EXCLUSION FORM

ACEVES V. T&R LUBE CENTERS, INC.

Superior Court of California, County of Riverside
Case No. CVRI2406891

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option allowing you to file your lawsuit against Defendant.
OBJECT	If you so choose, you may object to this Settlement.

I declare as follows:

I am or was an T&R Lube Centers, Inc., hourly paid, non-exempt employee who worked at Defendant in California at any time from December 5, 2020, to November 19, 2025. I have received and reviewed the Notice of Class Action and Proposed Settlement, and I wish to be ***excluded*** from the Settlement Class and ***not*** to participate in the proposed Settlement.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – ____
(Social Security Number – last 4 digits only)

This form must be mailed or faxed to the Settlement Administrator on or before _____, 2026:

Settlement Administrator
c/o ILYM Group, Inc.
[ADDRESS]
[TELEPHONE]
[FAX]

OBJECTION FORM

ACEVES V. T&R LUBE CENTERS, INC.

Superior Court of California, County of Riverside
Case No. CVRI2406891

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option allowing you to file your lawsuit against Defendant.
OBJECT	If you so choose, you may object to this Settlement.

If you wish to object to the Settlement, you may submit this form (or any other written statement) stating the basis for your objection, along with any documents that support your objection, to the Settlement Administrator on or before [REDACTED], 2026 as follows:

Settlement Administrator:
Aceves v. T&R Lube Centers, Inc.
c/o ILYM Group, Inc.
[ADDRESS]
[TELEPHONE]
[FAX]

Even if you object to the Settlement, you will still receive your pro rata share of the Net Settlement Amount, if the Court approves the Settlement.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)

EXHIBIT “C”