

Electronically Received 07/09/2024 11:23 AM

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FILED
Superior Court of California
County of Los Angeles
07/11/2024

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By: M. Fregoso Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT
SPRING STREET COURTHOUSE

ELVIRA VILLEGAS individually and on behalf of all others similarly situated,

Plaintiff,

v.

AOCLSC INC., doing business as AOCUSA and AMALIE OIL; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 22STCV17702

~~SECOND AMENDED [PROPOSED]~~
ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Assigned for Law and Motion:
Hon. Elihu M. Berle, Dept.: 6

Complaint Filed: May 31, 2022
Trial Date: No Trial Date Set

Hearing Date: July 5, 2024

~~SECOND AMENDED [PROPOSED] ORDER~~

On July 5, 2024, Plaintiffs Elvira Villegas and Marco Martinez (“Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement (“Motion”) came on for hearing in Department 6 of the Superior Court of California, County of Los Angeles. The Court, having fully reviewed the motion for preliminary approval of class action settlement; points and authorities and declarations filed in support; and Class Action and PAGA Settlement Agreement and Settlement Class Notice (“Settlement”), including the Court Approved Notice of Class Action Settlement and Hearing for Final court Approval (“Notice”) attached hereto as Exhibit A; and in recognition of the Court’s duty to make a preliminary determination as to the reasonableness of any proposed Class Action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members in accordance with due process requirements, and to set a Final Fairness Hearing to consider the proposed Settlement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement.

IT IS HEREBY ORDERED:

1. The Settlement Agreement entered into by and between Plaintiffs individually and on behalf of Class Members (defined below) and Defendant AOCLSC INC. (“Defendant”) is preliminarily approved, as the terms of the settlement are found to be fair, adequate and, reasonable.

2. The following class is conditionally certified for settlement purposes only: all persons employed by Defendant in California and classified as non-exempt employees who worked for Defendant during the Class Period.

3. Named Plaintiffs Elvira Villegas and Marco Martinez are appointed as Class Representatives. Kevin Mahoney, and John A. Young of Mahoney Law Group, APC and Amir Seyedfarshi of Employment Rights Lawyers, APC are appointed as Class Counsel.

4. The Parties’ proposed notice plan is hereby approved as the best notice practicable. The proposed Settlement Class Notice attached hereto as Exhibit A is sufficient to inform the Class Members of the terms of the Settlement Agreement, their rights to receive monetary payments under the Settlement Agreement, their right to exclude themselves from the Settlement

1 and their right to lodge objections to the Settlement. The Court finds the notice requirements of
2 California Rules of Court, rules 3.766(d) and 3.769(f) are satisfied, and that the Class Notice
3 adequately advises Class Members of their rights under the Settlement. Counsel for the Parties
4 are authorized to correct any typographical errors that may be discovered in the Class Notice and
5 make clarification, to the extent some are found or needed, so long as the corrections do not
6 materially alter the substance of the Class Notice.

7 5. Atticus Administration (“Atticus” or “Settlement Administrator”) is appointed to
8 act as the Settlement Administrator pursuant to the terms of the Settlement Agreement. The Court
9 orders Defendant to provide to Atticus the class information necessary to facilitate the notice
10 mailing ~~no more than fifteen (15) calendar days after the entry of the Preliminary Approval Order;~~
11 Defendant shall provide the Settlement Administrator with the Class Data for purposes of mailing
12 the Class Notice to Settlement Class Members. The Settlement Administrator is ordered to carry
13 out the Settlement according to the terms of the Settlement Agreement and in conformity with
14 this Order, including disseminating the Notice according to the notice plan described in the
15 Settlement Agreement in English and Spanish. The mailing of the Notice shall be completed ~~on~~
16 ~~no more than fourteen (14) calendar days after receiving the Class Data from Defendant.~~ Based
17 upon the cost estimate submitted by Atticus, the Court preliminarily approves administration costs
18 in the amount of eleven thousand five hundred dollars (\$11,500.00) to be deducted from the Gross
19 Settlement Amount.

20 6. The deadline Class Members to opt-out or object to the Settlement is ~~thirty (30)~~
21 ~~days after the Settlement Administrator mails the Class Notice to Settlement Class Members.~~ The
22 procedures and deadline for Class Member to request exclusion from or to object to the Settlement
23 is adopted as described in the Settlement Agreement, the attached Notice and the Request to Be
24 Excluded procedures are approved. Any Class Member who intends to object to final approval of
25 the Settlement Agreement must submit a written objection to the Settlement Administrator by
26 mail in accordance with the Settlement Agreement and described in paragraph 6 of the Notice.
27 Any opposition or reply to any objection or the motion for final approval will be due ~~according~~
28 ~~to Code of Civil Procedure section 1005.~~

1 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
2 amounts of, any Individual Settlement Payments under the terms of this Agreement. The
3 Settlement Administrator's determination of the eligibility for and amount of any Individual
4 Settlement Payment shall be binding upon the Class Members and the Parties.

5 11. All requests for exclusions must be post-marked ~~within thirty (30) days after the~~
6 ~~Settlement Administrator mails Class Notice to Settlement Class Members.~~ à ~~FEB 10 2024~~ È

7 12. All written objections must be mailed to the Settlement Administrator and be
8 postmarked ~~thirty (30) days after the Settlement Administrator mails the Class Notice to~~
9 ~~Settlement Class Members.~~ Any Objection must be signed by the Settlement Class Member and
10 state: your name, current address, telephone number, and approximate dates of employment for
11 AOCLSC INC. and sign the objection.

12 13. The Court will conduct a Final Fairness Hearing on November 8, 2024, at 9:00
13 a.m. to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and
14 should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to
15 Class Counsel; and (3) the amount of the Class Representative Enhancement Awards to the Class
16 Representatives. If the settlement is finally approved by the Court, Defendant will receive a
17 release of claims as set forth in the Settlement Agreement.

18 14. Briefs/Motion in Support of Final Approval of the Settlement shall be filed by
19 September 9, 2024. The Settlement Administrator's report regarding the mailing of the Notice
20 and settlement administration shall be filed by October 28, 2024.

21 15. The Court reserves the right to continue the date of the Final Fairness Hearing
22 without further notice to Settlement Class Members. The Court retains jurisdiction to consider all
23 further applications arising out of or in connection with the Settlement.

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1 16. In the event the Settlement is not finally approved, or otherwise does not become
2 effective in accordance within the terms of the Settlement, this Order shall be rendered null and
3 void and shall be vacated, and the Parties shall revert to their respective positions as of before
4 entering into the settlement.

5 Dated: 07/11/2024



Elihu M. Berle

HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT
Elihu M. Berle / Judge

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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

ELVIRA VILLEGAS and MARCO MARTINEZ, individually and on behalf of others similarly situated vs. AOCLSC INC.; and DOES 1-100, inclusive;
Case No.: 22STCV17702

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against AOCLSC INC., (referred to herein as a placeholder “AOCLSC INC.”) for alleged wage and hour violations. The Action was filed by former AOCLSC INC. employees ELVIRA VILLEGAS and MARCO MARTINEZ (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for AOCLSC INC. in California during the Class Period (May 8, 2019 to May 15, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for non-exempt hourly employees who worked for AOCLSC INC. in California during the PAGA Period (June 1, 2021 to May 15, 2023) (“Aggrieved Employees”).

The proposed Settlement (as defined herein) has two main parts: (1) a Class Settlement requiring AOCLSC INC. to fund Individual Class Payments, and (2) a PAGA Settlement requiring AOCLSC INC. to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on AOCLSC INC.’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors. This amount is taking into account the amount AOCLSC INC. already paid you, if any, in relation to the claims asserted in this Action. According to AOCLSC INC.’s records, you already received \$_____.

Your Individual PAGA Payment is estimated to be \$_____. If no amount is stated for your Individual PAGA Payment, then according to AOCLSC INC.’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on AOCLSC INC.’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4.3 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and

Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires AOCLSC INC. to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against AOCLSC INC.

If you worked for AOCLSC INC. during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against AOCLSC INC.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against AOCLSC INC., and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

AOCLSC INC. will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don’t Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against AOCLSC INC. that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is October 9, 2024</p>	<p>If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. AOCLSC INC. must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the <u>November 8, 2024</u> Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on <u>November 8, 2024 at 9:00 a.m.</u> You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by <u>October 29, 2024</u></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to AOCLSC INC.’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>October 29, 2024</u>. See Section 4.3 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former AOCLSC INC. employees. The Action accuses AOCLSC INC. of violating California labor laws by failing to pay hourly wages, minimum wage, overtime compensation, timely wages, and all wages due to discharged and quitting employees; failing to provide meal periods, rest periods, and accurate itemized wage statements; and requiring Class Members to work “off the clock.” Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Amir Seyedfarshi of Employment Rights Law Group, APC and Kevin Mahoney and John Young, both of Mahoney Law Group (“Class Counsel”).

AOCLSC INC. strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether AOCLSC INC. or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and AOCLSC INC. hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (“Settlement”) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and AOCLSC INC. have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, AOCLSC INC. does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) AOCLSC INC. has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. AOCLSC INC. Will Pay \$920,000.00 as the Gross Settlement Amount (Gross Settlement). Of the \$920,000.00, \$461,000.00 has already been paid to the Class Members through waiver of all claims and binding releases. As such, Defendant will pay an additional \$459,000.00 to the Class Members. AOCLSC INC. has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, AOCLSC INC. will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. In addition to the Gross Settlement Amount, AOCLSC INC. will pay \$10,000.00 to Plaintiff Villegas in exchange for a full and complete waiver of any and all claims and a general release.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$153,000.00 (33.33% of the additional compensation to paid to Class Members) to Class Counsel for attorneys’ fees and up to \$17,500.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$7,500.00 for each Plaintiff (totaling \$15,000.00 for both Plaintiffs) as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.
- C. Up to \$11,500.00 to the Administrator for services administering the Settlement.
- D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and AOCLSC INC. are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (AOCLSC INC. will separately pay employer’s share of payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and AOCLSC INC. have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **October 9, 2024**, that you wish to opt-out. The

easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **October 9, 2024** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against AOCLSC INC. If the number of valid Requests for Exclusion exceeds 5% of the total of all Class Members, AOCLSC INC. may, but is not obligated to, elect to withdraw from the Settlement.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against AOCLSC INC. based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and AOCLSC INC. have agreed that, in either case, the Settlement will be void: AOCLSC INC. will not pay any money and Class Members will not release any claims against AOCLSC INC.
8. Administrator. The Court has appointed a neutral company, Atticus Administration (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and AOCLSC INC. has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against AOCLSC INC. or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims in the Operative Complaint, as well as any and all claims (known or unknown) that were asserted or could have been asserted based on the facts pled in the Operative Complaint (including those alleged in Plaintiffs' Letters to the

LWDA), or that arise out of the Operative Complaint, including, without limitation, claims that Defendant failed to provide meal periods; failed to provide rest periods; failed to pay sick pay; failed to pay hourly wages; required Class Members to work “off the clock”; failed to pay minimum wage; failed to pay overtime compensation; failed to provide accurate itemized wage statements; and failed to pay all wages due to discharged and quitting employees. The released claims include but are not limited to claims brought under California Labor Code sections 201-203, 204, 210, 226(a), 226.(e), 226.3, 226.7, 246510, 512, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, the applicable IWC Wage Orders, and Section 17200 of the California Business and Professions Code. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code and any other related state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest. This release excludes any current and/or future claims that cannot be waived as a matter of law. Except for the claims set forth above, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. By cashing their check for the Individual Class Payment, Participating Class Members acknowledge and agree they have received all monies owed to them by Defendant during the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and AOCLSC INC. has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against AOCLSC INC., whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against AOCLSC INC. or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Release for Participating Class Members who are also Aggrieved Employees is as follows:

In addition to the release in Paragraph 9 above, all Participating Class Members who are also Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or in Plaintiffs’ letters to the LWDA, including, without limitation, claims that Defendant failed to provide meal periods; failed to provide rest periods; failed to pay sick pay; failed to pay hourly wages; required Class Members to work “off the clock”; failed to pay minimum wage; failed to pay overtime compensation; failed to provide accurate

itemized wage statements; and failed to pay all wages due to discharged and quitting employees. The released claims for PAGA penalties include but are not limited to claims brought under California Labor Code sections 201-203, 204, 226, 226.3, 226.7, 246 510, 512, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 2698 et seq., 2699, and 2802 et seq., the applicable IWC Wage Orders, and Section 17200 of the California Business and Professions Code. Such claims include claims for penalties; attorneys' fees and costs; and interest. This release excludes any current and/or future claims that cannot be waived as a matter of law. By cashing their check for the Individual PAGA Payment, Participating Class Members who are also Aggrieved Employees acknowledge and agree they have received payment for all PAGA Penalties owed to them by Defendant during the PAGA Period.

The Release by Non-Participating Class Members who are Aggrieved Employees is as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or in the Plaintiffs' Letters to the LWDA, including, without limitation, claims that Defendant failed to provide meal periods; failed to provide rest periods; failed to pay sick pay; failed to pay hourly wages; required Class Members to work "off the clock"; failed to pay minimum wage; failed to pay overtime compensation; failed to provide accurate itemized wage statements; and failed to pay all wages due to discharged and quitting employees. The released claims for PAGA penalties include but are not limited to claims alleged under California Labor Code sections 201-203, 204, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 2698 et seq., 2699, et seq., 2802, the applicable IWC Wage Orders, and Section 17200 of the California Business and Professions Code. Such claims include claims for penalties, attorneys' fees and costs; and interest. This release excludes any current and/or future claims that cannot be waived as a matter of law. By cashing their check for the Individual PAGA Payment, Non-Participating Class Members who are Aggrieved Employees acknowledge and agree they have received payment for all PAGA penalties owed to them by Defendant during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA

Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in AOCLSC INC.'s records, are stated in the first page of this Notice. You have until **October 9, 2024**, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept AOCLSC INC.'s calculation of Workweeks and/or Pay Periods based on AOCLSC INC.'s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and AOCLSC INC.'s Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). Non-Participating Class Members will not receive an Individual Class Payment.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action – “ELVIRA VILLEGAS, individually and on behalf of others similarly situated vs. AOCLSC INC., doing business as AOCUSA and AMALIE OIL; and DOES 1-100, inclusive; Case No.: 22STCV17702” – and include your

identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by October 9, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Settlement Plaintiffs and AOCLSC INC. are asking the Court to approve. **On or before September 9, 2024**, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (www.atticusadmin.com) or the Court's website (<https://www.lacourt.org/lacc/>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 9, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action – “ELVIRA VILLEGAS, individually and on behalf of others similarly situated vs. AOCLSC INC., doing business as AOCUSA and AMALIE OIL; and DOES 1-100, inclusive; Case No.: 22STCV17702” – and include your name, current address, telephone number, and approximate dates of employment for AOCLSC INC. and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **November 8, 2024 at 9:00 am** in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either

personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.atticusadmin.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything AOCLSC INC. and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Atticus Administration's website (<https://www.atticusadmin.com/class-action-cases/>). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV17702. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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424-777-0964

Settlement Administrator:

Atticus Administration
clongley@atticusadmin.com
1250 Northland Dr., Suite 240
Mendota Heights, MN 55120
612-315-9007

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
