

1 Brian J. Mankin, Esq. [CSB No. 216228]  
2 *brian@lmlfirm.com*  
3 Peter J. Carlson, Esq. [CSB No. 295611]  
4 *peter@lmlfirm.com*  
5 LAUBY, MANKIN & LAUBY LLP  
6 5198 Arlington Avenue, PMB 513  
7 Riverside, CA 92504  
8 Tel: (951) 320-1444 | Fax: (951) 320-1445

9 Attorneys for Plaintiff Robert Vega and on behalf of the Proposed Class

10 JODY A. LANDRY, Bar No. 125743  
11 *jlandry@littler.com*  
12 JOSHUA D. LEVINE, Bar No. 239563  
13 *jdlevine@littler.com*  
14 KARA A. COLE, Bar No. 306515  
15 *kcole@littler.com*  
16 LITTLER MENDELSON, P.C.  
17 501 W. Broadway, Suite 900  
18 San Diego, CA 92101.3577  
19 Telephone: 619.232.0441  
20 Fax No.: 619.232.4302

21 Attorneys for Defendants  
22 MARATHON PETROLEUM LOGISTICS SERVICES LLC and MARATHON PETROLEUM  
23 COMPANY, LP

24 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
25 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

26 ROBERT VEGA, individually, on a  
27 representative basis, and on behalf of all  
28 others similarly situated;

Plaintiff,

vs.

MARATHON PETROLEUM LOGISTICS  
SERVICES LLC, a Delaware Limited  
Liability Company; MARATHON  
PETROLEUM COMPANY LP, a Delaware  
Limited Partnership; and DOES 1 through 20,  
inclusive;

Defendants.

Case No.: 20STCV19405  
[Assigned to the Hon. Judge Maren Nelson,  
Dept. 17]

**STIPULATION TO: (1) AMEND  
SETTLEMENT AGREEMENT, AND (2)  
AMEND COURT’S ORDER GRANTING  
PRELIMINARY APPROVAL;  
[PROPOSED] ORDER**

Complaint filed: May 21, 2020

STIPULATION TO: (1) AMEND SETTLEMENT AGREEMENT, AND (2) AMEND COURT’S ORDER  
GRANTING PRELIMINARY APPROVAL; [PROPOSED] ORDER

1 **The Issue:**

2 After the Court granted preliminary approval, Defendants discovered that there were  
3 approximately 3.1 times more pay periods at issue than estimated prior to preliminary approval.  
4 Defendant notified Plaintiff’s counsel of the issue and set about confirming the exact updated  
5 and final numbers of Class Members and Pay Periods at issue. After confirming the data,  
6 Defendant notified Plaintiff’s counsel of the updated figures in correspondence on September 28,  
7 2022, which stated, in relevant part that 349 individuals would qualify as Class Members based  
8 on the definition in the Settlement Agreement and they worked 8,897 pay periods from the start  
9 of the Class/PAGA Period (i.e., 4/6/2019) through the end of December 2021 (i.e., the end of the  
10 calendar year when the settlement was negotiated and the date when the Class Period and release  
11 will cutoff in the amended proposed Settlement).

12 Accordingly, the Parties delayed the mailing, engaged in further negotiations, and revised  
13 the Settlement Amount to increase the Settlement Amount and other terms to account for this  
14 increase in class size. As set forth in more detail below, the revised Settlement Amount ensures  
15 that the Class Members will receive the same valuation per person that the Court approved. In  
16 other words, the new net settlement fund and PAGA award will increase by a multiple of 3.1 to  
17 account for a 3.1 increase in the number of pay periods at issue for Class Members and PAGA  
18 Members. Other figures will increase as well (including attorneys’ fees and administrative  
19 costs) while some figures will remain unchanged (i.e., the service award and attorney costs).  
20 The Parties now submit this stipulation to amend the Settlement Agreement for review and  
21 approval, and if approved, to reset the dates for mailing the Class Notice and scheduling a final  
22 approval hearing.

23 **The Solution and Stipulation:**

24 Now with an amended settlement agreement in place, Plaintiff Robert Vega (“Plaintiff”)  
25 and Defendants Marathon Petroleum Logistics Services LLC and Marathon Petroleum Company  
26 LP (“Defendants”) (collectively, the “Parties”), by and through their undersigned counsel of  
27 record, submit this stipulation to amend preliminary approval of the settlement of this Action in  
28 accordance with the Second Revised Joint Stipulation of Class and PAGA Representative Action

1 Settlement and Release submitted with this joint stipulation.

2 On July 29, 2022, the Court granted Plaintiff’s motion for preliminary approval and set  
3 various dates and deadlines. For instance, Defendant was required to provide the Class Data to  
4 the settlement administrator by August 19, 2022, and the settlement administrator was required  
5 to mail the notice packet to all class members by September 2, 2022. The Court also set a final  
6 fairness hearing for December 7, 2022, and set November 10, 2022 as Plaintiff’s deadline to file  
7 the motion for final approval.

8 Unfortunately, it took longer than expected for Defendants to collect, confirm, and  
9 compile the Class Data based on complex data issues that Defendant had not anticipated, and the  
10 data was not provided to the settlement administrator by the deadline. (The class definition in  
11 this matter is complex because it required Defendant to cross reference voluminous pay records  
12 to determine who should be considered a Class Member- i.e., a non-exempt California employee  
13 employed by Marathon Petroleum Logistics Services LLC in California who, in the same pay  
14 period, worked overtime and received a “Regular Rate Adj.” payment. But this delay is not the  
15 issue; instead, the issue is that, during negotiations and at preliminary approval, Defendants  
16 estimated that there were approximately between 75 and 100 total class members and  
17 approximately 2,722 pay stubs (not accounting for *reasonable* growth prior to approval) based  
18 on the data available at that time. However, upon receipt of the final class data, the settlement  
19 administrator confirmed that there were 349 total class members and 8,897 pay periods at issue –  
20 resulting in a substantial increase in the number of Class Members and pay periods compared to  
21 the same figures used while negotiating the settlement.

22 The Parties met and conferred at length regarding this issue and agreed to increase the  
23 settlement amount using the same principles as an escalator clause. In short, the Parties’ goal  
24 was to increase the settlement in such a way that the net distribution fund (the amount actually  
25 paid to the Class) approximated the same per-person value as the previously-approved  
26 settlement. Based on the increased class size and pay periods, the Parties agreed on a multiplier  
27 of 3.168, so the prior net distribution fund of \$82,500 was increased to \$261,360. Defendants  
28 also agreed to increase the total settlement amount in other ways due to the increased class size.

For example, the prior PAGA award of \$10,000 was multiplied by 3.168 to arrive at the new sum of \$31,680. And, due to the increased work, the settlement administrator’s cost and corresponding bid increased from \$6,000 to \$9,750 (the new revised bid from Phoenix is attached hereto as **Exhibit 5**). Similarly, based on the new settlement amount, and based on a common fund theory, Defendants agreed to fund additional attorneys’ fees for Plaintiff’s counsel in the revised sum of \$137,500. However, under the revised settlement, the requested attorneys’ costs and Plaintiff’s service award remained the same (\$10,000 and \$5,000, respectively). The changes to the settlement are reflected in the following table.

Description	Original Settlement	Revised Settlement	Notes re: Change
Net Distribution Fund	\$82,500	\$261,360	Increased by multiple of 3.168
PAGA Award	\$10,000	\$31,680	Increased by multiple of 3.168
Administrator Costs	\$6,000	\$9,750	Increased due to substantial class size increase
Attorneys’ Fees	\$55,000	\$137,500	Increased by multiple of 2.5 (in total, less than 1/3 of Settlement)
Attorneys’ Costs	\$10,000	\$10,000	Unchanged
Plaintiff’s Service Award	\$5,000	\$5,000	Unchanged
<b>Gross Settlement Amount</b>	<b>\$165,000</b>	<b>\$455,290</b>	

The Parties submit that this amendment is fair, reasonable, and an equitable method to increase the total settlement amount to ensure that the average payment to the Class Members remains consistent with that estimated in the original motion for preliminary approval. To this end, the Parties have executed a “Second Revised Joint Stipulation of Class and PAGA Representative Action Settlement and Release” (the “Second Revised S.A.”) which addresses the increased settlement amount and correctly reflects each change noted above. The Second Revised S.A. also ends the Class and PAGA periods on December 31, 2021.

Attached as **Exhibit 1** is a true and correct copy of the fully executed Second Revised S.A. and attached as **Exhibit 2** is a redline version of the Second Revised S.A., showing all changes from the previous agreement approved by this Court.

To carry out this modification to the settlement, the Parties also respectfully stipulate and request an Order amending the Court’s previous Order granting preliminary approval, with the following specific amendments.

*First*, the Parties request that the Court hereby approve, as to form and content, the

1 revised Class Notice attached hereto as **Exhibit 3 and 4** (in clean and redline format,  
2 respectively). The only changes in this Class Notice, as opposed to the one previously approved,  
3 are: (1) modification of the total settlement amount [*e.g.*, from \$165,000 to \$455,290], (2)  
4 modification of the Class Period/PAGA Period and Release cutoff date to confirm they run  
5 through the end of December 2021 (i.e., 12/31/21) –which is the end of the calendar year when  
6 the Settlement was negotiated and through which the updated data provided by Defendant runs–  
7 to help alleviate any concerns regarding delay due to the time it has taken to obtain preliminary  
8 approval; (3) modification of the total attorneys’ fees requested by Class Counsel [*e.g.*,  
9 increased from \$55,000 to \$137,500], (4) changes as to the figures for the PAGA award, and (5)  
10 modification of the class and PAGA period definitions to delete references to “date of  
11 preliminary approval” and to instead replace it with December 31, 2021.

12 *Second*, the Parties also request amendments to the Court’s previous order to: (1) change  
13 the Total Settlement Amount to \$455,290, with \$31,680 allocated to PAGA, (2) modification of  
14 the Class Period/PAGA Period and Release cutoff date to confirm they run through the end of  
15 December 2021 (i.e., 12/31/21)–which is the end of the calendar year when the Settlement was  
16 negotiated and through which the updated data provided by Defendant runs–to help alleviate any  
17 concerns regarding delay due to the time it has taken to obtain preliminary approval ; (3) clarify  
18 that Class Counsel may seek up to \$137,500 of the increased Total Settlement Amount in  
19 attorneys’ fees, subject to court approval at the final fairness hearing, (4) clarify that the  
20 settlement administrator may seek up to \$9,750 for its services, and (5) set the final fairness  
21 hearing and establish deadlines for (a) Defendants to provide the Class Data to the settlement  
22 administrator, (b) the settlement administrator to mail the notices, and (c) class counsel to file the  
23 motion for final approval.

24 This Stipulation, along with all Exhibits, were submitted to the LWDA’s online portal. A  
25 true and correct copy of the LWDA’s confirmation of receipt is attached as **Exhibit 6**.

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28 ///

1                   **IT IS SO STIPULATED.**

2  
3 Dated: December 15, 2022

LAUBY, MANKIN & LAUBY LLP

4  
5 BY:   
6 Brian J. Mankin, Esq.  
Attorneys for Plaintiff

7 Dated: December 15, 2022

LITTLER MENDELSON, P.C.


8  
9 BY:   
10 Joshua D. Levine, Esq.  
11 Attorneys for Defendants  
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EXHIBIT "1"

1 BRIAN J. MANKIN, Bar No. 216228  
[brian@lmlfirm.com](mailto:brian@lmlfirm.com)  
2 PETER J. CARLSON, Bar No. 295611  
[peter@lmlfirm.com](mailto:peter@lmlfirm.com)  
3 LAUBY MANKIN & LAUBY, LLP  
4 4590 Allstate Drive  
Riverside, CA 92501  
Telephone: 951.320.1444  
5 Fax No.: 951.320.1445

6 Attorneys for ROBERT VEGA

7  
8 JODY A. LANDRY, Bar No. 125743  
[jlandry@littler.com](mailto:jlandry@littler.com)  
9 JOSHUA D. LEVINE, Bar No. 239563  
[jdlevine@littler.com](mailto:jdlevine@littler.com)  
10 KARA A. COLE, Bar No. 306515  
[kcole@littler.com](mailto:kcole@littler.com)  
LITTLER MENDELSON, P.C.  
11 501 W. Broadway, Suite 900  
San Diego, CA 92101.3577  
12 Telephone: 619.232.0441  
Fax No.: 619.232.4302

13 Attorneys for Defendant  
14 MARATHON PETROLEUM LOGISTICS  
SERVICES LLC and MARATHON PETROLEUM  
15 COMPANY LP

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
17 COUNTY OF LOS ANGELES

18 ROBERT VEGA, individually, on a  
19 representative basis, and on behalf of all  
20 others similarly situated;

21 Plaintiff,

22 vs.

23 MARATHON PETROLEUM LOGISTICS  
SERVICES LLC, a Delaware Limited  
24 Liability Company; MARATHON  
PETROLEUM COMPANY LP, a  
25 Delaware Limited Partnership; and DOES  
1 through 20, inclusive;

26 Defendants.  
27  
28

Case No. 20STCV19405

ASSIGNED FOR ALL PURPOSES TO  
JUDGE MAREN NELSON DEPT. 17

**SECOND REVISED JOINT STIPULATION  
OF CLASS AND PAGA  
REPRESENTATIVE ACTION  
SETTLEMENT AND RELEASE**

Trial Date: TBD  
Complaint Filed: May 21, 2020



1 This Second Revised Joint Stipulation of Class and PAGA Representative Action Settlement  
2 and Release (the “Settlement Agreement” or “Settlement”) is made and entered into by and between  
3 the following parties: Plaintiff Robert Vega (“Vega” or “Plaintiff”), individually, on a representative  
4 basis, and on behalf of all others similarly situated whom he seeks to represent for settlement purposes,  
5 and Defendants Marathon Petroleum Logistics Services LLC (“MPLS”) and Marathon Petroleum  
6 Company LP (collectively “Defendants” or “Marathon Petroleum”) (collectively, the “Parties”).  
7 Subject to the approval of the Court, the Parties agree that the above-captioned Action (defined below)  
8 is compromised and settled pursuant to the terms and conditions set forth below.

9 **1. DEFINITIONS.**

10 Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have the  
11 meanings set forth below:

12 1.1 “**Action**” means the matter captioned *Robert Vega v. Marathon Petroleum Logistics*  
13 *Services LLC, et al.*, Case No. 20STCV19405, pending in Los Angeles Superior Court.

14 1.2 “**Class Claims**” means all claims for any debts, liabilities, demands, obligations,  
15 guarantees, penalties, damages, interest, attorneys’ fees, costs, and/or other amounts or relief  
16 recoverable under state or other applicable law that Plaintiff asserted or could have asserted in the  
17 Action – on behalf of himself and the putative Class Members – based on the facts alleged in Plaintiff’s  
18 Complaint and/or arising out of a claim for Failure to Provide Accurate Itemized Wage Statements  
19 (Lab. Code § 226), whether for economic or non-economic damages, restitution, injunctive relief or  
20 statutory penalties.

21 1.3 “**Class Counsel**” means Brian J. Mankin, Esq. and Peter J. Carlson, Esq. of the law  
22 firm Lauby Mankin & Lauby, LLP.

23 1.4 “**Class Counsel Costs Award**” means the expenses and costs incurred by Class  
24 Counsel for Class Counsel’s litigation and resolution of this Action, as awarded by the Court, which  
25 may not exceed Ten Thousand Dollars (\$10,000).

26 1.5 “**Class Counsel Fees Award**” means the attorneys’ fees for Class Counsel’s litigation  
27 and resolution of this Action, as awarded by the Court, which may not exceed One Hundred Thirty-  
28 Seven Thousand Five Hundred Dollars (\$137,500). Any attorneys’ fees or litigation costs not awarded

1 by the Court will be added to the Net Distribution Fund and distributed to Participating Class  
2 Members.

3 1.6 **“Class Information”** means the full name, last known address, social security number,  
4 and pay periods worked by Class Members and PAGA Employees where, in the same pay period, s/he  
5 worked overtime and received a “Regular Rate Adj.” payment (sometimes also referred to as a  
6 “Regular Rate Adj Sched” payment). Defendants will compile a Confidential Microsoft Excel  
7 spreadsheet containing the Class Information developed in good faith using best efforts from its  
8 records and provide it to the Settlement Administrator as a Confidential document pursuant to the  
9 Stipulated Protective Order in this Action. Because Class Members’ sensitive personal information is  
10 included in the Class Information, the Settlement Administrator shall maintain the Class Information  
11 securely and in confidence pursuant to the Protective Order in this case. Access to such Class  
12 Information shall be limited to employees of the Settlement Administrator with a need to use the Class  
13 Information for administration of the Settlement. The Settlement Administrator will take all necessary  
14 measures to adequately secure the information.

15 1.7 **“Class Members”** or **“Class”** means all current and former non-exempt employees  
16 employed by Defendant Marathon Petroleum Logistics Services LLC in the State of California who,  
17 in the same pay period, worked overtime and received a “Regular Rate Adj.” payment from April 6,  
18 2019 through the end of 2021 (*i.e.*, December 31, 2021). Defendant’s records reflect that  
19 approximately 349 individuals would qualify as “Class Members” and they worked approximately  
20 8,897 pay periods from the start of the Class/PAGA Period (*i.e.*, April 6, 2019) through the end of  
21 December 2021.

22 1.8 **“Class Member Released Claims”** means the Class Claims from which Participating  
23 Class Members are fully releasing the Released Parties under this Settlement from April 6, 2019  
24 through the end of the Class Period, including all claims for any debts, liabilities, demands, obligations,  
25 guarantees, penalties, damages, interest, attorneys’ fees, costs, and/or other amounts or relief  
26 recoverable under state or other applicable law that Plaintiff asserted or could have asserted in the  
27 Action – on behalf of himself and the putative Class Members – based on the facts alleged in Plaintiff’s  
28 Complaint and/or arising out of a claim for Failure to Provide Accurate Itemized Wage Statements

1 (Lab. Code § 226), whether for economic or non-economic damages, restitution, injunctive relief or  
2 statutory penalties.

3 1.9 “**Class Period**” means the period from April 6, 2019 through the end of 2021 (*i.e.*,  
4 December 31, 2021).

5 1.10 “**Complaint**” means the operative Complaint in the Action.

6 1.11 “**Complete and General Release**” means an irrevocable and unconditional release  
7 given only by the named Plaintiff in the Action (*i.e.*, Vega), releasing the Released Parties from any  
8 and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements,  
9 promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or  
10 unknown, suspected or unsuspected, arising from conduct occurring during or related to Plaintiff’s  
11 employment and/or the Action, including but not limited to all of the Class Claims and including  
12 without limitation all actions, claims and grievances, whether actual or potential, known or unknown,  
13 related, incidental to or arising out of any act or omission committed or omitted by the Released Parties  
14 during or related to Plaintiff’s employment with or separation from Marathon Petroleum, including  
15 any and all actions, claims and grievances, whether actual or potential, known or unknown, related,  
16 incidental that arose or may have arisen before or through the end of the Class Period and/or arising  
17 out of Plaintiff’s employment with Marathon Petroleum and/or the cessation thereof. This release  
18 includes a waiver of California Civil Code section 1542. This release by Plaintiff also includes, but is  
19 not limited to, a release of all claims under (a) the California Civil Code, (b) the California Fair  
20 Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §  
21 2000e *et. seq.*, (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights  
22 Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans  
23 with Disabilities Act 42 U.S.C. § 12101, *et. seq.*, as amended, (j) the Family and Medical Leave Act,  
24 as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act,  
25 as amended, (m) any other state, federal, and local law, regulation and ordinance dealing with  
26 discrimination in employment, disability, wrongful discharge, and retaliation for exercising any right  
27 or participating or engaging in any activity, (n) the Occupational Safety and Health Act, as amended,  
28 (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment Retirement Income Security

1 Act of 1974, as amended (except vested benefits), (q) the Worker Adjustment and Benefit Protection  
2 Act of 1990, as amended, (r) the Worker Adjustment and Retraining Notification Act, as amended, (s)  
3 any federal, state or common law claim or cause of action for breach of contract, wrongful discharge,  
4 constructive discharge, retaliation, defamation, slander, libel, intentional or negligent infliction of  
5 emotional distress, misrepresentation, fraud, promissory estoppel, any other tort or negligence claim,  
6 or obligations arising out of any of Defendant's employment policies or practices, employee  
7 handbooks, and/or any statements by any employee or agent of Defendant whether oral or written, and  
8 (t) any federal, state or common law claim or cause of action for reinstatement, back pay, bonus,  
9 attorneys' fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief,  
10 liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical  
11 expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any  
12 kind. This provision is intended by the Parties to be all-encompassing and to act as a full and total  
13 release of any claims, whether specifically enumerated herein or not, that Plaintiff might have or have  
14 had, that exists or ever has existed related to his employment with or separation from Defendants.

15 1.12 **"Court"** means the Superior Court of the State of California, County of Los Angeles.

16 1.13 **"Defendants"** means the named Defendants in the Action, Marathon Petroleum  
17 Logistics Services LLC ("MPLS") and Marathon Petroleum Company LP.

18 1.14 **"Defense Counsel"** means Jody Landry, Esq., Joshua D. Levine, Esq. and Kara A.  
19 Cole, Esq. of the law firm Littler Mendelson, P.C.

20 1.15 **"Effective Date"** means the date by which this Settlement is finally approved as  
21 provided herein, the Court's Final Approval Order becomes binding, and Defendants have funded the  
22 Settlement in accordance with the terms set forth in this Agreement. For purposes of this Settlement  
23 Agreement, the Final Approval Order becomes binding and Effective upon the later of: (1) the day  
24 after the last day by which a notice of appeal to the California Court of Appeal of the Final Approval  
25 Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed, which  
26 the Parties agree will be 65 calendar days after the notice of an order granting final approval of the  
27 Settlement is served, provided there have been no appeals filed within that time, plus; (2) if such an  
28 appeal is filed, and the appeal is finally resolved and results in affirmation of the Final Approval Order,

1 the day after the last date for filing a request for further review of the California Court of Appeals’  
2 decision passes and no further review is requested; (3) if further review of the California Court of  
3 Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no  
4 further review of the decision can be requested, or (4) if review is accepted, the day after the California  
5 Supreme Court affirms the Final Approval Order. The Effective Date cannot occur, and Defendants  
6 will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal, writ,  
7 or further appeal that could potentially prevent this Settlement Agreement from becoming final and  
8 binding.

9 1.16 **“Final Approval Hearing”** means the hearing held to determine whether the Court  
10 will enter a Final Approval Order finally approving this Settlement.

11 1.17 **“Final Approval Order”** means the Court’s entry of an order finally approving the  
12 Settlement and entering judgment in accordance therewith substantially in the form attached hereto as  
13 **Exhibit C.**

14 1.18 **“Individual Settlement Payment”** means the amount payable from the Net  
15 Distribution Fund that the Settlement Administrator will pay to each Participating Class Member, as  
16 calculated pursuant to Paragraphs 4.2.5.1 and 4.2.5.2 below.

17 1.19 **“Net Distribution Fund”** means the Total Settlement Amount, less the amounts  
18 allotted to: (1) the Class Counsel Fees Award (up to \$137,500), (2) the Class Counsel Costs Award  
19 (up to \$10,000), (3) the Service Award for Plaintiff (up to \$5,000), (4) the 75% of the PAGA Award  
20 to be paid to the California Labor and Workforce Development Agency (“LWDA”) (\$23,760); (5)  
21 Individual Settlement Payments to Participating Class Members and PAGA Employees (as further  
22 specified below); and (6) Settlement Administration Costs (up to \$9,750). Individual Settlement  
23 Payments to Participating Class Members will be paid out of the Net Distribution Fund.

24 1.20 **“Notice of Objection”** means an objection to this Settlement by Class Members by (1)  
25 appearing at the Final Approval Hearing and communicating an objection to the Court and/or (2)  
26 submitting a written objection to the Settlement Administrator by the Response Deadline as further  
27 set forth in Paragraph 8.2 below and the proposed Class Notice (Exhibit “A”).  
28

1           1.21    “**Notice of Settlement**” or “**Class Notice**” means the Notice of Class Action  
2 Settlement (in both English and Spanish versions) that the Settlement Administrator will mail to Class  
3 Members to apprise them of this Settlement (substantially in the form attached hereto as **Exhibit A**).

4           1.22    “**PAGA Award**” means Ten Thousand Dollars (\$31,680) of the Total Settlement  
5 Amount that the Parties have allocated to PAGA penalties (*i.e.*, the PAGA Award), 75% of which  
6 (\$23,760) will be remitted to the LWDA and 25% (\$7,920) of which will remain in the Net  
7 Distribution Fund and be distributed on a prorated basis based on the pay periods each PAGA  
8 Employee worked during the PAGA Period. This payment will be considered part of the amount  
9 allocated to penalties in the Individual Settlement Payments to Participating Class Members. Class  
10 Members who are also PAGA Employees and submit a Request for Exclusion will receive only a  
11 payment for their prorated portion of the 25% of the PAGA Award available for distribution to PAGA  
12 Employees (who cannot opt out of the PAGA portion of the Settlement).

13           1.23    “**PAGA Claims**” means any and all claims Plaintiff asserted or could have asserted in  
14 the Action under PAGA for Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code  
15 §§ 226 and 2698, et seq.), on behalf of himself, the State of California and PAGA Employees for  
16 damages recoverable under PAGA, including civil penalties, interest, attorneys’ fees, costs, and any  
17 other relief recoverable under California Labor Code § 2698, et seq.

18           1.24    “**PAGA Employees**” means Class Members employed during the PAGA Period.  
19 PAGA Employees cannot opt out of the PAGA portion of this Settlement. However, they may opt out  
20 of the Settlement of the Class Claims provided they timely submit a Request for Exclusion.

21           1.25    “**PAGA Period**” means the period from April 6, 2019 through the end of 2021 (*i.e.*,  
22 December 31, 2021).

23           1.26    “**PAGA Released Claims**” means the PAGA Claims from which Plaintiff, the PAGA  
24 Employees, and the State of California are fully releasing the Released Parties under this Settlement  
25 from April 6, 2019 through the end of the PAGA Period, including any and all claims Plaintiff asserted  
26 or could have asserted in the Action under PAGA based on the facts alleged in Plaintiff’s Complaint  
27 for Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226 and 2698, et seq.)  
28 and/or based on the Class Member Released Claims, on behalf of himself, the State of California and

1 PAGA Employees for damages recoverable under PAGA, including civil penalties, interest, attorneys’  
2 fees, costs, and any other relief recoverable under California Labor Code § 2698, et seq.

3 1.27 **“Parties”** means Plaintiff and Defendants and **“Party”** shall mean either Plaintiff or  
4 Defendants.

5 1.28 **“Plaintiff”** or **“Class Representative”** means Plaintiff Robert Vega.

6 1.29 **“Participating Class Members”** means Class Members who do not submit a timely  
7 Request for Exclusion from this Settlement.

8 1.30 **“Preliminary Approval Date”** means the later of the date the Court enters the  
9 Preliminary Approval Order or any amendment thereto confirming the revised settlement terms set  
10 forth in this Agreement.

11 1.31 **“Preliminary Approval Order”** means the later of the Court’s entry of an order  
12 preliminarily approving this Settlement (substantially in the form attached hereto as **Exhibit B**) or any  
13 amendment thereto confirming the revised settlement terms set forth in this Agreement.

14 1.32 **“Released Parties”** means Defendants Marathon Petroleum Logistics Services LLC  
15 and Marathon Petroleum Company LP, and each of their respective subsidiaries, affiliates and/or  
16 parents, attorneys, and each of their respective successors and predecessors in interest; all of their  
17 respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents;  
18 and each of their past, present and future officers, directors, shareholders, employees, agents,  
19 principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers.

20 1.33 **“Request for Exclusion”** means a timely written request by a Class Member to exclude  
21 herself/himself from the Settlement, which must be completed and mailed in the manner set forth in  
22 this Settlement Agreement and the Notice of Settlement.

23 1.34 **“Response Deadline”** means the date forty-five (45) calendar days after the Settlement  
24 Administrator mails the Notice of Settlement to Class Members, or fourteen (14) calendar days after  
25 the re-mailing of any Notice of Settlement to any Class Member, whichever is later, and shall be the  
26 last date on which Class Members may timely postmark Requests for Exclusion or Notices of  
27 Objection to the Settlement.

28

1           1.35    “**Service Award**” means the amount the Court awards Plaintiff for his efforts in  
2 assisting with the prosecution of the Action and as consideration for executing this Settlement  
3 Agreement and agreeing to a general release of all claims against Defendants, which shall not exceed  
4 \$5,000. Plaintiff’s Service Award is subject to approval from the Court and will be paid only from  
5 the Total Settlement Amount. Any portion of the Service Award not awarded by the Court will be  
6 added to the Net Distribution Fund and distributed to Participating Class Members.

7           1.36    “**Settlement**” means the disposition of the Action pursuant to this Settlement  
8 Agreement.

9           1.37    “**Settlement Administration Costs**” means the reasonable and necessary costs  
10 incurred by the Settlement Administrator and awarded by the Court from the Total Settlement Amount,  
11 which may not exceed Nine Thousand Seven Hundred Fifty Dollars (\$9,750), unless otherwise  
12 approved by the Parties and Court. Settlement Administration Costs include but are not limited to:  
13 the costs of Class Notice, any required reporting by the Settlement Administrator to federal and state  
14 agencies, establishing a qualified settlement fund for Defendants to deposit the Total Settlement  
15 Amount (from which the Settlement Administrator will pay the Court-approved Class Counsel Fees  
16 Award, the Class Counsel Costs Award, the Service Award for Plaintiff, the PAGA Award, Settlement  
17 Administration Costs and Individual Settlement Payments to Participating Class Members and PAGA  
18 Employees, as specified herein); receiving and responding to inquiries from Class Members about the  
19 Settlement; calculating and distributing settlement payments to Participating Class Members and  
20 PAGA Employees as specified herein; calculating, processing, and remitting all withholding taxes or  
21 other legally-required taxes (if any) and handling any required tax reporting; processing any Notices  
22 of Objection and Requests for Exclusion; providing declarations and reporting to the Court and Parties;  
23 and performing all of the tasks for which the Settlement Administrator is retained as further specified  
24 below and/or which the Settlement Administrator must perform pursuant to orders of the Court. The  
25 Parties agree that the Settlement Administration Costs shall be paid exclusively from the Total  
26 Settlement Amount and that Defendants shall not be responsible for the payment of any additional  
27 Settlement Administration Costs separate from or in addition to those paid from the Total Settlement  
28 Amount.



1           1.38    **“Settlement Administrator”** means Phoenix Settlement Administrators. Phoenix  
2 Settlement Administrators is a California-based settlement administrator that specializes in class  
3 action settlement administration and has been approved to administer, and successfully administered,  
4 numerous class and PAGA settlements throughout the state for years. Additional information  
5 regarding Phoenix Settlement Administrators is available at: <http://www.phoenixclassaction.com/> .

6           1.39    **“Settlement Agreement” or “Settlement” or “Agreement”** means this Second  
7 Revised Joint Stipulation of Class Action Settlement and Release executed by all Parties.

8           1.40    **“Settlement Fund Account”** means the bank account established pursuant to the terms  
9 of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall  
10 be paid, as set forth herein.

11           1.41    **“Total Settlement Amount”** means Four Hundred Fifty-Five Thousand Two Hundred  
12 Ninety Dollars (\$455,290), which is the maximum amount that Marathon Petroleum is providing under  
13 this Settlement Agreement in order to settle the Action in its entirety. The Total Settlement Amount  
14 shall constitute the entire consideration provided by Marathon Petroleum pursuant to this Settlement  
15 Agreement and Marathon Petroleum shall not be required to pay any amount above the Total  
16 Settlement Amount in connection with this Settlement.

17           1.42    **“Void Date”** means the date by which any checks issued to Participating Class  
18 Members and PAGA Employees shall become void, *i.e.*, on the 181st calendar day after mailing.

19           1.43    **“1542 Waiver”** means an express waiver, to the fullest extent permitted by law, of the  
20 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar  
21 provision under federal or state law, which Section provides:

22                   A general release does not extend to claims that the creditor or releasing party  
23                   does not know or suspect to exist in his or her favor at the time of executing the  
24                   release and that, if known by him or her, would have materially affected his or  
25                   her settlement with the debtor or released party.

1     **2.     RECITALS.**

2             2.1     The Parties.

3             Plaintiff Robert Vega is a former, unionized transport driver employed by Marathon Petroleum  
4 Logistics Services LLC (“MPLS”) who separated from the company on June 10, 2019. Marathon  
5 Petroleum Company LP is the parent company of MPLS and does not employ any non-exempt  
6 employees in California.

7             2.2     Procedural History and Informal Discovery and Investigation. Plaintiff filed this

8 lawsuit on May 21, 2020. Plaintiff also submitted a notice letter to the California Labor and Workforce  
9 Development Agency (“LWDA”) on July 25, 2019, (to exhaust his required administrative remedies  
10 to bring a PAGA claim) before filing this lawsuit. Plaintiff’s operative Complaint alleges two causes  
11 of action for: (1) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226); and (2)  
12 PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements (Lab. Code §§ 2698,  
13 et seq.).

14             In support of his two causes of action, Plaintiff alleged that Defendants’ wage statements did  
15 not accurately reflect the actual overtime rate of pay (i.e. the amount of overtime compensation  
16 Defendants actually paid for each overtime hour worked). More specifically, Plaintiff alleged that on  
17 each occasion that a Class Member earned a “Reg Rate Adj Sched” payment and worked overtime in  
18 a workweek, Defendant was required to calculate and pay overtime wages based on “one and one-half  
19 times the regular rate of pay,” as mandated by Labor Code § 510(a). However, on such occasions,  
20 Plaintiff alleges the wage statements that Defendants issued to the Class only reflected the erroneous  
21 overtime rate of 1.5 times the base hourly rate, which failed to account for and include additional  
22 compensation into the overtime rate calculation. Thus, Plaintiff alleges that the “Reg Rate Adj Sched”  
23 line-item failed to state any applicable hours or the correct rate of pay for these overtime wages. As a  
24 result, Plaintiff contends that Defendants violated Labor Code § 226(a)(9) on each occasion that it  
25 failed to provide wage statements that informed the employees of the accurate overtime rate of pay  
26 (i.e., the amount of overtime actually paid for each overtime hour worked).

27             Defendants answered Plaintiff’s Complaint on October 23, 2020, generally denying Plaintiff’s  
28 claims and asserting affirmative defenses. Defendants dispute that MPLS’s wage statements were

1 inaccurate or that MPLS otherwise failed to comply with Labor Code section 226. Furthermore,  
2 Defendants contend that even if Plaintiff could identify a technical error in some employees' wage  
3 statements (which Defendants dispute), his claims still fail for multiple reasons, including without  
4 limitation because he cannot establish a "knowing and intentional" violation or establish that Plaintiff  
5 and other employees suffered an "injury" as required by Labor Code section 226(e).

6 After answering Plaintiff's Complaint on October 23, 2020, the Parties engaged in significant  
7 written discovery related to the scope and parameters of the putative Class and putative PAGA  
8 Employee group. Plaintiff responded to requests for production and Defendants responded to form  
9 and special interrogatories, requests for admission, and requests for production of documents,  
10 including providing responsive documents related to Plaintiff's claims. Defendants' document  
11 production included responsive documents and policies related to Plaintiff's claims (e.g., Marathon  
12 Petroleum's payroll and overtime policies, applicable collective bargaining agreements governing  
13 overtime and shift differentials, and Plaintiff's individual time and pay records during the Class  
14 Period). After the exchange of written discovery, the Parties engaged in discussions regarding the  
15 limited nature of Plaintiff's two causes of action and the employees at issue who earned *both* "Reg  
16 Rate Adj Sched" payments *and* overtime in the same pay period during the Class Period. On March  
17 18, 2021, Defendants' counsel also provided Plaintiff's counsel with the approximate number of  
18 current and former non-exempt employees employed by MPLS in California who, in the same pay  
19 period, worked overtime and received a "Regular Rate Adj Sched" payment from May 21, 2019  
20 through February 13, 2021 (the last date data was available) along with the approximate number of  
21 workweeks in which this occurred.

22 Given the limited nature of the claims and employees at issue, the Parties conducted detailed,  
23 arms-length negotiations through Class Counsel and Defense Counsel between May 7, 2021 through  
24 June 25, 2021. The Parties' discussions were based *inter alia* upon the Parties prior exchange of  
25 written discovery, documents, and the Class statistics provided by Defendants as well as relevant case  
26 law related to California's wage statement requirements. After significant negotiations, including  
27 multiple exchanges of written offers and counter-offers, and multiple telephone conferences between  
28 counsel for the Parties, the Parties were eventually able to reach an agreement as to the key terms of

1 this Settlement. Shortly afterward, on July 9, 2021, the Parties notified the Court of the pending  
2 Settlement and filed a Notice of Settlement and Joint Stipulation to Vacate Class Certification  
3 Deadlines. The Parties also requested that the Court vacate the pending case deadline given the  
4 pending settlement and to permit the parties time to complete this long-form Agreement. On July 27,  
5 2021, the Court issued an Order vacating the pending class certification motion deadlines in light of  
6 the Parties' pending settlement.

7 2.3 Benefits of Settlement to Class Members and PAGA Employees.

8 Plaintiff and Class Counsel recognize the expense and length of continued proceedings  
9 necessary to litigate their disputes through trial and any possible appeals. Plaintiff has also taken into  
10 account the uncertainty and risk of the outcome of further litigation, the limited scope of claims alleged  
11 in the Complaint, as well as the difficulties and delays inherent in such litigation. Plaintiff and Class  
12 Counsel are likewise aware of the burdens of proof necessary to establish liability for the Class Claims  
13 and PAGA Claims asserted in the Action, both generally and in response to Defendants' defenses, and  
14 the potential difficulties in establishing damages for Class Members and PAGA Employees. Plaintiff  
15 and Class Counsel have also taken into account Defendants' agreement to enter into a settlement that  
16 confers substantial relief upon Class Members and PAGA Employees. Based on the foregoing,  
17 Plaintiff and Class Counsel have determined the terms set forth in this Settlement Agreement to be  
18 fair, adequate, and reasonable and in the best interests of the Class Members and PAGA Employees.

19 2.4 Defendants' Reasons for Settlement. Defendants believe Plaintiff's individual and  
20 representative claims are without merit and deny all of the allegations of wrongdoing and liability.  
21 Defendants believe, however, that further litigation would be protracted, burdensome,  
22 expensive, and contrary to the best interests of MPLS and its employees. Defendants have  
23 already devoted substantial time, energy, and resources to defending this litigation, and unless  
24 there is a settlement, that situation will continue. In light of this, Defendants believe the  
25 Settlement is the best way to resolve the litigation while minimizing further burden and  
26 expenditures.

1 **3. TERMS OF SETTLEMENT AGREEMENT.**

2 The Parties agree as follows:

3 3.1 Class Certification. Solely for the purposes of this Settlement, the Parties stipulate and  
4 agree that the Court certify a class of Class Members.

5 3.2 Appointment of Class Representatives. Solely for the purposes of this Settlement, the  
6 Parties stipulate and agree Plaintiff Robert Vega shall be appointed as representative for the Class.

7 3.3 Appointment of Class Counsel. Solely for the purposes of this Settlement, the Parties  
8 stipulate and agree that Brian J. Mankin, Esq. and Peter J. Carlson, Esq. of the law firm Lauby Mankin  
9 & Lauby, LLP shall be appointed as Class Counsel for the Class.

10 3.4 Appointment of Settlement Administrator. Solely for the purposes of this Settlement,  
11 the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained to serve as  
12 Settlement Administrator. The Settlement Administrator shall be responsible for establishing a toll-  
13 free telephone number and a Post Office Box for receipt of Class Member communications; reviewing  
14 and responding to Class Member inquiries; establishing the number of relevant pay periods applying  
15 to each Class Member based on Defendant's records; resolving any disputes or questions regarding  
16 Class Member Information and the calculation of Individual Settlement Payments and pay period  
17 calculations for Class Members and PAGA Employees (in accordance with Paragraph 10.1.4 below);  
18 translating the Notice of Settlement into Spanish; preparing, printing and mailing English and Spanish  
19 versions of the Notice of Settlement (*i.e.*, **Exhibit A**) to Class Members; receiving and reviewing  
20 Requests for Exclusion and Notices of Objection, if any, submitted by Class Members; calculating  
21 Individual Settlement Payments; providing weekly written status reports to Defense Counsel and Class  
22 Counsel; providing a due diligence declaration for submission to the Court prior to the Final Approval  
23 Hearing; mailing Individual Settlement Payments to Participating Class Members and PAGA  
24 Employees; timely paying the PAGA Award, Service Award, Class Counsel Fees Award and Class  
25 Counsel Costs Award to, respectively, the LWDA, Plaintiff, and Class Counsel pursuant to the terms  
26 of this Settlement Agreement; printing and providing Participating Class Members, Plaintiff and Class  
27 Counsel with IRS Forms 1099 as required under this Settlement and applicable law; providing a due  
28 diligence declaration for submission to the Court upon the completion of the Settlement; issuing the

1 uncashed check funds to the California State Controller and any obligations related thereto, and for  
2 such other tasks as the Parties mutually agree. The Settlement Administrator shall keep the Parties  
3 timely apprised of the performance of all Settlement Administrator responsibilities. Any legally  
4 mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this  
5 Settlement Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in  
6 connection with such preparation shall be a Settlement Administration Cost. The Parties agree to  
7 cooperate in the Settlement Administration process and to make all reasonable efforts to control and  
8 minimize Settlement Administration Costs. Each of the Parties represent they do not have any  
9 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
10 Administrator that could create a conflict of interest. No person shall have any claim against the  
11 Released Parties, Plaintiff, Class Counsel or the Settlement Administrator based on the mailings,  
12 distributions or payments made in accordance with this Settlement Agreement.

13       3.5     Conditional Nature of Stipulation for Certification. Solely for the purposes of this  
14 Settlement, the Parties stipulate and agree to the certification of the Class Claims asserted on behalf  
15 of the Class Members. Should for whatever reason the Settlement not become effective, the fact that  
16 the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on,  
17 and shall not be admissible in connection with, the issue of whether the Class Claims or Class should  
18 be certified in a non-Settlement context in the Action or in any other lawsuit. Marathon Petroleum  
19 expressly reserves the right to oppose claim or class certification in this or any other action should this  
20 Settlement not become final, effective and binding (*i.e.*, if the Effective Date is not reached).

21     **4.       CONSIDERATION AND SETTLEMENT DISTRIBUTION.**

22       4.1     Settlement Value Provided by Defendants. The maximum value that Defendants are  
23 providing under this Settlement Agreement in order to settle the Action is the Total Settlement Amount  
24 of Four Hundred Fifty-Five Thousand Two Hundred Ninety Dollars (\$455,290). The Total Settlement  
25 Amount shall constitute the entire consideration provided by Defendants pursuant to this Settlement  
26 Agreement and Defendants shall not be required to pay any amount above the Total Settlement  
27 Amount in connection with this Settlement for any purpose.

1           4.2     Distribution of the Monetary Portion of the Total Settlement Amount.     The Total  
2 Settlement Amount (\$455,290) shall be used to pay: (1) the Class Counsel Fees Award and Class  
3 Counsel Costs Award; (2) the Settlement Administration Costs; (3) Plaintiff's Service Award; (4) the  
4 PAGA Award; and (5) Individual Settlement Payments.

5           4.2.1   Class Counsel Fees Award and Class Counsel Costs Award.     The Settlement  
6 Administrator shall pay the Class Counsel Fees Award and Class Counsel Costs Award from the Total  
7 Settlement Amount. Defendants agree not to oppose any application by Class Counsel for a Class  
8 Counsel Fees Award not to exceed One Hundred Thirty-Seven Thousand Five Hundred Dollars  
9 (\$137,500), which will be distributed to Lauby Mankin & Lauby, LLP. Defendants further agree not  
10 to oppose any application by Class Counsel for a Class Counsel Costs Award not to exceed Ten  
11 Thousand Dollars (\$10,000) which will be distributed to Lauby Mankin & Lauby, LLP. The  
12 Settlement Administrator shall pay the Court-approved Class Counsel Fees Award and Class Counsel  
13 Costs Award within ten (10) calendar days following the date on which Defendants fund the  
14 Settlement. Class Counsel agrees to provide the Settlement Administrator with an executed IRS Form  
15 W-9 before the Class Counsel Fees Award and Class Counsel Costs Award are issued. The Settlement  
16 Administrator shall issue an IRS Form 1099 to Class Counsel for the payments made pursuant to this  
17 Paragraph. In the event that the Court awards less than the full amount requested for the Class Counsel  
18 Fees Award and/or Class Counsel Costs Award, the un-awarded amount will be made available for  
19 distribution as part of the Net Distribution Fund and distributed to Participating Class Members. This  
20 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in  
21 attorneys' fees and costs. Defendants' delivery of the Total Settlement Amount to the Settlement  
22 Administrator as specified in this Settlement shall complete Defendants' obligation to fund the  
23 Settlement, including without limitation Defendants' obligation to pay the Court-awarded Class  
24 Counsel Fees Award and Class Counsel Costs Award.

25           4.2.2   Settlement Administration Costs.     The Settlement Administrator shall be paid  
26 Settlement Administration Costs from the Total Settlement Amount, in an amount not to exceed Nine  
27 Thousand Seven Hundred Fifty Dollars (\$9,750). Should the Settlement Administration Costs exceed  
28 \$9,750, the Parties agree that such additional reasonably incurred and necessary costs shall be paid

1 exclusively from the Total Settlement Amount, subject to Court approval. The Settlement  
2 Administrator shall receive the Settlement Administration Costs within ten (10) calendar days  
3 following the date on which Defendants fund the Settlement. In the event that the Court awards less  
4 than the full amount set aside for Settlement Administration Costs, the un-awarded amount will be  
5 made available for distribution as part of the Net Distribution Fund and distributed to Participating  
6 Class Members.

7           4.2.3 Plaintiff's Service Award. The Settlement Administrator shall pay Plaintiff's  
8 Service Award from the Total Settlement Amount. Defendants agree not to oppose any application  
9 by Plaintiff for a Service Award not to exceed a total of Five Thousand Dollars (\$5,000), as  
10 consideration for his Complete and General Release of Claims and for his time and effort in  
11 prosecuting the Action via Class Counsel. The Settlement Administrator shall pay the Service Award  
12 to Plaintiff within ten (10) calendar days following the date on which Defendants fund the Settlement.  
13 Plaintiff agrees to provide the Settlement Administrator with an executed IRS Form W-9 before the  
14 Service Award is issued. The Settlement Administrator shall issue appropriate tax form(s) to Plaintiff  
15 for this payment. Plaintiff shall be solely and legally responsible for paying any and all applicable  
16 taxes on the Service Award and shall hold Defendants and Released Parties harmless from any claim  
17 or liability for taxes, penalties, or interest arising as a result of the Service Award. In the event the  
18 Court awards less than the full amount requested for the Service Award, the un-awarded amount will  
19 be made available for distribution as part of the Net Distribution Fund and distributed to Participating  
20 Class Members. Plaintiff shall not have the right to revoke his agreement to the Settlement on the  
21 grounds the Court does not approve any or all of the requested Service Award.

22           4.2.4 PAGA Award. The Settlement Administrator shall pay the PAGA Award  
23 (\$31,680) from the Total Settlement Amount and distribute the PAGA Award within ten (10) calendar  
24 days after the date when Defendants fund the Settlement following the Effective Date. Specifically,  
25 within ten (10) calendar days after the date when Defendants fund the Settlement, the Settlement  
26 Administrator shall mail a check payable to the California Labor & Workforce Development Agency  
27 for seventy-five percent (75%) of the PAGA Award or Twenty-Three Thousand Seven Hundred Sixty  
28 Dollars (\$23,760). The remaining twenty-five percent (25%) or Seven Thousand Nine Hundred



1 Twenty Dollars (\$7,920) of the PAGA Award shall be included within the Net Distribution Fund for  
2 distribution to PAGA Employees as part of the penalties component of the Individual Settlement  
3 Payments.

4 4.2.5 Individual Settlement Payments. The Settlement Administrator shall pay the  
5 Individual Settlement Payments from the Net Distribution Fund and will mail them by First Class U.S.  
6 Mail to Class Members' last known mailing address within ten (10) calendar days following the date  
7 when Defendants fund the Settlement as specified in Paragraph 10.1.2 (Funding the Settlement) below.  
8 Any checks issued to Participating Class Members shall remain valid and negotiable for one hundred  
9 and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st  
10 day after mailing, *i.e.*, the Void Date. The Parties agree that any unclaimed funds in the Settlement  
11 Fund Account as a result of the failure to cash Individual Settlement Payment checks by the Void Date  
12 shall be transmitted by the Settlement Administrator to the California State Controller Unclaimed  
13 Property Fund.

14 4.2.5.1 Settlement Payment Calculation: Individual Settlement Payments to  
15 Participating Class Members and payments to PAGA Employees for their prorated portion of the  
16 PAGA Award will be paid if, and only if, the Court issues the Final Approval Order and there is no  
17 possibility of an appeal or a further appeal that could prevent this Settlement Agreement from  
18 becoming final and binding according to its terms (*i.e.*, all conditions of the Effective Date are met  
19 aside from funding by Defendants).

20 a. Pay Period Calculations for Individual Settlement Payments to  
21 Participating Class Members: Defendants will identify the number of pay periods each of the  
22 Participating Class Members worked during the Class Period ("Total Class Pay Periods") where, in  
23 the same pay period, the employees worked overtime and received a "Regular Rate Adj." payment.  
24 In identifying the number of pay periods meeting these criteria and determining who is a Class  
25 Member, Defendants' business records identifying this information through Defendants' best efforts  
26 will govern and are presumed to be accurate and correct. Any challenges regarding estimated pay  
27 periods assigned to each Class Member (which will be specified in the Class Notice) must be raised  
28 prior to the Response Deadline and finally decided by the Settlement Administrator prior to the Final

1 Approval Hearing. After taking into consideration any information and documentation provided by  
2 Defendants, Participating Class Members and/or other current or former employees of Defendants, the  
3 Settlement Administrator's determination of pay period calculations for individual settlement  
4 payments to each Participating Class Member will be final and binding. The value of each pay period  
5 shall be determined by the Settlement Administrator by dividing the Net Distribution Fund (less the  
6 25% of the PAGA Award to be distributed to PAGA Employees) by the total number of pay periods  
7 worked by all Participating Class Members during the Class Period where, in the same pay period,  
8 these employees worked overtime and received a "Regular Rate Adj." payment ("Class Pay Period  
9 Value"). To determine the Individual Settlement Payment for each Participating Class Member, the  
10 Settlement Administrator will multiply the individual's Total Class Pay Periods by the Class Pay  
11 Period Value. The Individual Settlement Payments will not be subject to withholdings because  
12 Plaintiff's two claims for wage statement penalties and PAGA penalties are solely for the recovery of  
13 penalties, and not wages.

14 b. Calculations for Payments to PAGA Employees for Their Portion of  
15 PAGA Award: For PAGA Employees, Defendants will identify the number of pay periods each  
16 PAGA Employee worked during the PAGA Period where, in the same pay period, these employees  
17 worked overtime and received a "Regular Rate Adj." payment ("Total PAGA Pay Periods"). (For  
18 purposes of this case, and as specified in the definitions above, the Class Period and PAGA Period are  
19 the same.) In identifying the number of pay periods meeting these criteria and determining who is a  
20 PAGA Employee, Defendants' business records identifying this information through Defendants' best  
21 efforts will govern and are presumed to be accurate and correct. Any challenges regarding estimated  
22 pay periods assigned to each PAGA Employee must be raised prior to the Response Deadline and  
23 finally decided by the Settlement Administrator prior to the Final Approval Hearing. After taking into  
24 consideration any information and documentation provided by Defendants, PAGA Employees and/or  
25 other current or former employees of Defendants, the Settlement Administrator's determination of pay  
26 period calculations for each PAGA Employee will be final and binding. The value of each PAGA  
27 Pay Period shall be determined by the Settlement Administrator by dividing the 25% of the PAGA  
28 Award allocated for PAGA Employees (*i.e.*, \$7,920) by the Total PAGA Pay Periods for all PAGA

1 Employees ("PAGA Pay Period Value"). A Class Member who is also a PAGA Employee will receive  
2 a payment for their prorated portion of the PAGA Award even if s/he opt-outs of the Class settlement  
3 and will be bound by the release of the PAGA Claims released through this Settlement. Any checks  
4 issued to PAGA Employees shall remain valid and negotiable for one hundred and eighty (180)  
5 calendar days from the date of their issuance and then shall become void on the 181st day after mailing,  
6 *i.e.*, the Void Date. The Parties agree that any unclaimed funds as a result of the failure to cash  
7 individual PAGA Award payments by the Void Date shall be transmitted by the Settlement  
8 Administrator to the California State Controller Unclaimed Property Fund.

9 4.2.5.2 Tax Treatment of Settlement Payments. Each Individual Settlement  
10 Payment shall be comprised entirely of non-taxable consideration for penalties and interest and for  
11 which an IRS Form 1099 will issue. The Parties make no representations as to the tax treatment or  
12 legal effect of the payments called for in this Settlement Agreement and Class Members and PAGA  
13 Employees are not relying on any statement or representation by the Parties in this regard.  
14 Participating Class Members and PAGA Employees will be solely responsible for the payment of any  
15 taxes and penalties assessed on the payments described herein.

16 4.2.5.3 Circular 230 Disclaimer. The Parties acknowledge and agree that (1)  
17 no provision of this Settlement, and no written communication or disclosure between or among the  
18 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any  
19 such communication or disclosure constitute or be construed or be relied upon as, tax advice within  
20 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2)  
21 the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax  
22 counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into  
23 this Settlement based upon the recommendation of any other party or any attorney or advisor to any  
24 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or  
25 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;  
26 and (3) no attorney or adviser to any other party has imposed any limitation that protects the  
27 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation  
28

1 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of  
2 any transaction, including any transaction contemplated by this Settlement.

3 **5. RELEASES.**

4 5.1 Release. As of the Effective Date and Defendants' funding of the Total Settlement  
5 Amount, Plaintiff, Participating Class Members, PAGA Employees and the State of California (acting  
6 through Plaintiff as its authorized PAGA representative) release the Released Parties from all Class  
7 Claims and PAGA Claims for the duration of the Class Period and PAGA Period, respectively. The  
8 Class Period and PAGA Period include the period from April 6, 2019 through the end of 2021. The  
9 Class Member Released Claims include all claims for any debts, liabilities, demands, obligations,  
10 guarantees, penalties, damages, interest, attorneys' fees, costs, and/or other amounts or relief  
11 recoverable under state or other applicable law that Plaintiff asserted or could have asserted in the  
12 Action – on behalf of himself and the putative Class Members – based on the facts alleged in Plaintiff's  
13 Complaint and/or arising out of a claim for Failure to Provide Accurate Itemized Wage Statements  
14 (Lab. Code § 226), whether for economic or non-economic damages, restitution, injunctive relief or  
15 statutory penalties. The PAGA Released Claims include any and all claims Plaintiff asserted or could  
16 have asserted in the Action under PAGA based on the facts alleged in Plaintiff's Complaint for Failure  
17 to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226 and 2698, et seq.) and/or  
18 based on the Class Member Released Claims, on behalf of himself, the State of California and PAGA  
19 Employees for damages recoverable under PAGA, including civil penalties, interest, attorneys' fees,  
20 costs, and any other relief recoverable under California Labor Code § 2698, et seq. It is the intent of  
21 the Parties that the Final Approval Order entered by the Court shall have full *res judicata* (i.e.,  
22 preclusive) effect and be final and binding upon Participating Class Members, PAGA Employees and  
23 the State of California regarding the Class Member Released Claims and PAGA Released Claims.

24 5.2 Plaintiff Robert Vega's Complete and General Release. In consideration for the  
25 promises and payments set forth in this Settlement Agreement, to which Plaintiff is otherwise not  
26 entitled, Plaintiff Robert Vega agrees to provide a Complete and General Release and a 1542 Waiver  
27 to the Released Parties, and each of them, upon the Effective Date occurring.

28

1 Plaintiff does not waive any right to file an administrative charge with the Equal Employment  
2 Opportunity Commission (“EEOC”) or the National Labor Relations Board (“NLRB”), subject to the  
3 condition that Plaintiff agrees not to seek, or in any way obtain or accept, any monetary award,  
4 recovery or settlement therefrom and agrees that he understands that such limitation does not in any  
5 way restrict his ability to file and pursue such charge consistent with the confidentiality obligations  
6 set forth in this Settlement Agreement. Plaintiff also does not waive any rights with respect to, or  
7 release Released Parties from, any claims for California Workers’ Compensation benefits (except that  
8 Plaintiff hereby releases and waives any claims that, as a result of his separation, he is entitled to  
9 additional benefits or payments). Further, Plaintiff does not release any claim for unemployment  
10 compensation benefits. Finally, Plaintiff does not release any claim that cannot be released by private  
11 contract, or for breach of the terms of the Settlement Agreement between Plaintiff and Defendants.

12 5.2.1 No Pending or Future Lawsuits by Plaintiff. Other than this Action and  
13 Plaintiff’s related July 25, 2019 PAGA letter submitted by Plaintiff and his counsel to the LWDA,  
14 Plaintiff represents he does not have any pending lawsuits, administrative complaints or charges  
15 against Defendants or the Released Parties in any local, state, or federal court or administrative agency.  
16 Plaintiff further acknowledges that all claims raised in the Action shall be fully and finally  
17 extinguished by virtue of this Settlement Agreement and the Court’s Final Approval Order. Plaintiff  
18 also represents he will not bring any action in the future in which Plaintiff seeks or may seek to recover  
19 any damages from Defendants or the Released Parties whatsoever relating to or arising from Plaintiff’s  
20 hiring, employment with or separation from Defendants or any Released Party, other than an action to  
21 enforce Plaintiff’s rights under this Settlement Agreement.

22 **6. PROCESS FOR SEEKING PRELIMINARY APPROVAL OF THE SETTLEMENT.**

23 6.1 Motion for Preliminary Approval. As soon as practicable after execution of this  
24 Settlement Agreement, Plaintiff will submit this Settlement Agreement to the Court for Preliminary  
25 Approval, asking the Court to issue a Preliminary Approval Order approving the Settlement,  
26 substantially in the form attached as **Exhibit B**. Plaintiff’s submission will include this Settlement  
27 Agreement, including **Exhibits A-C**, and any motions, memoranda and evidence as may be necessary  
28 for the Court to determine that this Settlement Agreement is fair, adequate and reasonable.

1           6.2     LWDA Notice. Pursuant to California Labor Code section 2699(l), Class Counsel will  
2 provide a copy of this Settlement Agreement to the LWDA concurrently with Class Counsel's filing  
3 of the motion for Preliminary Approval. Class Counsel will also file a declaration in support of  
4 Plaintiff's motion for Preliminary Approval confirming that Class Counsel has submitted the  
5 Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(l). The  
6 Parties intend to and believe the notice pursuant to the procedures described in this Paragraph complies  
7 with the requirements of the PAGA, and the Parties will request the Court adjudicate the validity of  
8 the notice in the motion for Final Approval of the Settlement.

9     **7. SETTLEMENT NOTICE PROCEDURES.**

10           7.1     Class Information. No more than twenty-one (21) calendar days after entry of the  
11 Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class  
12 Information for purposes of mailing the Notice of Settlement to Class Members.

13           7.2     Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement  
14 Administrator will conduct a national change of address search for the most current address of all  
15 former employee Class Members and will update such addresses as necessary. Fourteen (14) calendar  
16 days after receipt of the Class Information, the Settlement Administrator shall mail the Notice of  
17 Settlement (**Exhibit A**), in English and Spanish languages, to all Class Members by First Class U.S.  
18 Mail. The address identified by the Settlement Administrator as the current mailing address shall be  
19 presumed to be the best mailing address for each Class Member.

20           7.3     Undeliverable Notices. Any Notice of Settlement returned to the Settlement  
21 Administrator as non-deliverable through the Response Deadline shall be re-mailed to the forwarding  
22 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall  
23 perform a and a skip trace to locate a new address. If those measures are not successful, the Settlement  
24 Administrator shall have no further obligation to mail the Notice of Settlement to a Class Member.  
25 Class Members to whom the Notice of Settlement is re-sent shall have fourteen (14) calendar days  
26 thereafter or until the Response Deadline has expired, whichever is later, to mail the Request for  
27 Exclusion or Notice of Objection to the Settlement Administrator. The date of the postmark on the  
28 return envelope shall be the exclusive means used to determine whether a Class Member has timely

1 mailed his/her Request for Exclusion or Notice of Objection on or before the relevant deadline. If a  
2 Class Member's Notice of Settlement is returned to the Settlement Administrator more than once as  
3 non-deliverable, then an additional Notice of Settlement shall not be re-mailed. If, for any reason, a  
4 Notice of Settlement is non-deliverable, the Settlement Administrator will not mail an Individual  
5 Settlement Payment to the Class Member. Rather, the Settlement Administrator will hold the  
6 Individual Settlement Payment until the Void Date to make it available to the Class Member upon  
7 request, with proof of identity. If the payment is not claimed by the Void Date, the funds shall be  
8 delivered to the California State Controller Unclaimed Property Fund in the name of the Class Member  
9 along with the funds for uncashed checks.

10 7.4 Notice Satisfies Due Process. Compliance with the notice procedures specified in this  
11 Settlement Agreement shall constitute due and sufficient notice to Class Members of this Settlement  
12 and shall satisfy the requirements of due process. Nothing else shall be required of, or done by, the  
13 Parties, Class Counsel or Defense Counsel to provide notice of the proposed Settlement. In the event  
14 the procedures in this Settlement Agreement are followed and the intended recipient of a Notice of  
15 Settlement still does not receive the Notice, the intended recipient shall remain a Class Member and  
16 will be bound by all terms of the Settlement and any Final Approval Order entered by the Court if the  
17 Settlement becomes Effective.

18 **8. PROCEDURES FOR OPTING OUT AND OBJECTING.**

19 8.1 Requests for Exclusion (Opt-Outs). The Notice of Settlement shall state that Class  
20 Members who wish to exclude themselves from the Settlement must submit a written Request for  
21 Exclusion to the Settlement Administrator by the Response Deadline. To be valid, the Request for  
22 Exclusion need not use specific language, but must be hand signed and contain sufficient information  
23 to verify the employee's identity (e.g., the individual's full name, address, and employee number or  
24 last four digits of her/his social security number) and confirm that the individual wishes to be excluded  
25 from the Settlement and any payment and release associated with the settlement of the Class Claims  
26 as set forth in this Agreement. If the Settlement Administrator receives a purported Request for  
27 Exclusion that is unclear or incomplete in this regard, the Settlement Administrator shall make best  
28 efforts to promptly follow up with the individual to obtain clarification and any additional information

1 needed prior to the Response Deadline. If the Request for Exclusion is not postmarked by the Response  
2 Deadline and returned to the Settlement Administrator at the specified address, it will not be deemed  
3 a timely and valid Request for Exclusion from the Class. The date of the postmark on the return  
4 mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has  
5 been timely submitted. Any Class Member who submits a timely and valid Request for Exclusion  
6 from the Class will not be entitled to any monetary recovery under the Settlement and will not be  
7 bound by the terms of the Settlement as it relates to the Class Member's released Class Claims, with  
8 the exception that if the Class Member is also a PAGA Employee, s/he will continue to be bound by  
9 the release of the PAGA Claims (because Class Members cannot opt out of the PAGA portion of the  
10 Settlement). Any Class Member who submits a timely and valid Request for Exclusion will not have  
11 any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a timely  
12 and valid Request for Exclusion on or before the Response Deadline shall be members of the Class  
13 (i.e., a Participating Class Member) and will be bound by all terms of the Settlement and the Final  
14 Approval Order entered in this Action. No later than fourteen (14) calendar days after the Response  
15 Deadline, the Settlement Administrator shall provide Defense Counsel with a complete list of all Class  
16 Members who have submitted timely and valid Requests for Exclusion, including their full name and  
17 social security number or employee number. The Settlement Administrator shall provide Class  
18 Counsel with a summary report that includes only the number of Requests for Exclusion received by  
19 the Settlement Administrator.

20 8.2 Notices of Objections. The Notice of Settlement shall state that Class Members who  
21 wish to object to the Settlement have the opportunity to do so by (1) appearing at the Final Approval  
22 Hearing and communicating their objection to the Court and/or (2) submitting a written Notice of  
23 Objection to the Settlement Administrator by the Response Deadline. Only Participating Class  
24 Members (i.e., Class Members who do not opt out) are permitted to object to the Settlement  
25 Agreement. The Class Notice will request, but not require, that Class Members who wish to submit a  
26 written Notice of Objection include their: (1) full name, address, and employee number or last four  
27 digits of their social security number; and (2) hand sign the Notice of Objection. The Class Notice  
28 will also request that Class Members submitting a written Notice of Objection (3) state the case name



1 and number, *i.e.*, *Robert Vega v. Marathon Petroleum Logistics Services, LLC, et al.*, Case No.  
2 20STCV19405, pending in Los Angeles Superior Court, and the basis for the objection. Class  
3 Members do not need to submit a written Notice of Objection to appear at the Final Approval Hearing  
4 to voice their objection to the Court. Class Members who fail to submit a Notice of Objection and/or  
5 appear at the Final Approval Hearing to communicate their objection to the Court shall be deemed to  
6 have waived any objections and shall be foreclosed from making any objections to the Settlement  
7 following the Final Approval Hearing. The Settlement Administrator shall forward all written  
8 objections to Class Counsel and Defense Counsel within 3 days of receipt.

9 8.3 No Solicitation of Exclusions or Objections. The Parties agree to use their best efforts  
10 to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to  
11 solicit or otherwise encourage Class Members to submit a Notice of Objection to or Request for  
12 Exclusion from the Settlement or to appeal from the Court's Final Approval Order. Class Counsel  
13 shall not represent Class Members with respect to any objections or appeals to this Settlement.

14 8.4 Option to Terminate Settlement. Defendants, at their sole discretion, shall have the  
15 right, but not the obligation, to revoke the Settlement if ten percent (10%) or more of the total number  
16 of Class Members timely submit a Request for Exclusion. Defendants shall exercise their revocation  
17 right, if at all, within fourteen (14) calendar days of the Response Deadline by providing written notice  
18 to Class Counsel. If Defendants exercise a right to void the Settlement pursuant to this Paragraph, this  
19 Settlement Agreement and any related settlement documents shall be null and void, and any class  
20 certified for settlement purposes will be vacated. In such an event, neither this Settlement Agreement,  
21 related settlement documents, nor the negotiations leading to the Settlement may be used as evidence  
22 for any purpose, and Defendants shall retain the right to challenge all claims and allegations in the  
23 action, to assert all applicable defenses, and to dispute the propriety of class certification on all  
24 applicable grounds.

25 **9. FINAL APPROVAL PROCEDURES.**

26 9.1 Settlement Administrator Declaration in Support of Final Approval. No fewer than  
27 thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator shall  
28 provide the Parties with a declaration of due diligence detailing the actions taken by the Settlement

1 Administrator to administer the Settlement to date, proof of mailing with regard to the mailing of the  
2 Notice of Settlement, all attempts to locate Class Members, and detailing all incurred and anticipated  
3 Settlement Administration Costs. Class Counsel shall be responsible for working with the  
4 Administrator to timely submit the declaration of due diligence to the Court.

5 9.2 Motion for Final Approval. As soon as practicable after the Response Deadline,  
6 Plaintiff will file a motion for Final Approval, asking the Court to issue a Final Approval Order  
7 substantially in the form attached as **Exhibit C**. Plaintiff's submission will include any motions,  
8 memoranda and evidence as may be necessary for the Court to determine that this Settlement  
9 Agreement is fair, adequate and reasonable.

10 9.3 Final Approval Hearing. The Parties will request that the Court hold a Final Approval  
11 Hearing approximately 120 days after the Preliminary Approval Date or as soon thereafter as the  
12 Court's calendar permits, where objections, if any, may be heard and the Court shall determine whether  
13 the Settlement should be finally approved, and if so, the amounts payable for: (1) Class Counsel Fees  
14 Award; (2) the Class Counsel Costs Award; (3) Plaintiff's Service Award; (4) Individual Settlement  
15 Payments; and (5) Settlement Administration Costs.

16 9.4 Entry of Final Approval Order. If the Court approves this Settlement at the Final  
17 Approval Hearing, the Parties shall request that the Court enter a Final Approval Order, substantially  
18 in the form of **Exhibit C**. After granting final approval of the Settlement and entering judgment, the  
19 Court shall retain jurisdiction over the Parties to enforce and implement the terms of the judgment.

20 **10. ADMINISTERING THE SETTLEMENT.**

21 10.1 Funding and Allocation of Settlement.

22 10.1.1 Settlement Accounting. No more than ten (10) calendar days after the Final  
23 Approval Order, the Settlement Administrator will provide the Parties with an accounting of all  
24 anticipated payments from the Settlement Fund Account, including: (1) the total amount of Individual  
25 Settlement Payments; (2) the PAGA Award; (3) Plaintiff's Service Award; (4) the Class Counsel Fees  
26 Award; (5) the Class Counsel Costs Award; and (6) Settlement Administration Costs, all as specified  
27 in this Settlement Agreement and approved by the Court.  
28

1           10.1.2   Funding the Settlement. Within fifteen (15) calendar days following the date  
2 when all conditions of the Effective Date have been satisfied (aside from funding by Defendants),  
3 Defendants shall fund the Settlement by providing the Total Settlement Amount to the Settlement  
4 Administrator.

5           10.1.3   Distributing The Settlement: The Settlement Administrator shall deposit the  
6 funds in the Settlement Fund Account and will disburse the funds in the manner and at the times set  
7 forth in this Settlement Agreement, including paying the Individual Settlement Payments, Class  
8 Counsel Fees Award, Class Counsel Costs Award, Settlement Administration Costs, Plaintiff's  
9 Service Award, and PAGA Award within ten (10) calendar days following the date on which  
10 Defendants fund the Settlement.

11           10.1.4   Resolving Disputes Regarding Class Information & Pay Periods: Defendant's  
12 business records will govern for purposes of administering the settlement. Defendant will use its best  
13 efforts to identify, collect, and provide accurate Class Information to the Settlement Administrator.  
14 Defendants' business records are presumed to be accurate and correct.

15           Each Class Member's estimated pay periods worked during the Class Period where, in the  
16 same pay period, the employee worked overtime and received a "Regular Rate Adj." payment will be  
17 specified in the Class Notice. Class Members can challenge the estimated pay periods by submitting  
18 information and documentation to the Settlement Administrator on or before the Response Deadline  
19 to support the challenge. The Settlement Administrator will notify Class Counsel and Defendants'  
20 counsel of any challenges and give Defendants the opportunity to investigate the challenge. The  
21 Settlement Administrator's determination will be final and binding and must be made prior to the Final  
22 Approval Hearing. In resolving disputes, any timely and successful challenges will potentially affect  
23 only how the Net Distribution Fund is apportioned to Participating Class Members and PAGA  
24 Employees but cannot result in Defendants paying any greater amount to fund this Settlement than the  
25 maximum Total Settlement Amount specified in this Settlement Agreement.

26           Class Members, PAGA Employees, and other current or former employees have no right to  
27 assert any claim that they were improperly excluded from the Settlement or that their individual  
28 payment was improperly calculated through ignorance, oversight, error or otherwise after the

1 Settlement Administrator's distribution of Individual Settlement Payments in accordance with this  
2 Agreement and the Court's Final Approval Order.

3 10.2 No Effect on Employee Benefits. The Individual Settlement Payments made to  
4 Participating Class Members and PAGA Payments made to PAGA Employees under this Agreement  
5 shall not be utilized to calculate any additional benefits under any Collective Bargaining Agreements,  
6 union-sponsored benefits, and/or benefit plans to which any Participating Class Members or Class  
7 Members or PAGA Employees may be eligible, including, but not limited to: profit-sharing plans,  
8 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any  
9 other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights,  
10 contributions, or amounts to which any Participating Class Members, Class Members and PAGA  
11 Employees may be entitled under any benefit plans.

12 **11. MISCELLANEOUS PROVISIONS.**

13 11.1 No Admission of Liability. Defendants, on behalf of themselves and the respective  
14 Released Parties, specifically deny all of the allegations in the operative Complaint and in the July 25,  
15 2019 PAGA letter Plaintiff filed with the LWDA prior to bringing the Action. Defendants further  
16 deny the allegations that the Class Members and PAGA Employees were harmed by the conduct  
17 alleged in the Action. This Settlement Agreement is a compromise of highly disputed claims. Nothing  
18 contained in this Settlement Agreement and no documents referred to herein and no action taken to  
19 carry out this Settlement Agreement may be construed or used as an admission by or against  
20 Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.  
21 Defendants reserve the right to assert any and all available defenses to the Claims in this Action in the  
22 event this Settlement does not become final and binding for any reason.

23 11.2 Nullification of Settlement Agreement. In the event: (1) the Court does not enter or  
24 amend the Preliminary Approval Order as provided herein; (2) the Court does not enter a Final  
25 Approval Order as provided herein; or (3) the the Effective Date does not occur for any other reason,  
26 this Settlement Agreement shall be null and void and any order entered by the Court in furtherance of  
27 this Settlement shall be treated as void from the beginning. In such case, the Parties shall be returned  
28 to their respective statuses as of the date and time immediately prior to the execution of this Settlement

1 Agreement and the Parties shall proceed in all respects as if this Settlement Agreement had not been  
2 executed, except that any Settlement Administration Costs already incurred by the Settlement  
3 Administrator shall be paid by the Parties in equal shares. In the event an appeal is filed from the  
4 Court's Final Approval Order or from an order rejecting any motion to intervene, or any other appellate  
5 review is sought, Settlement administration shall be stayed pending final resolution of the appeal and  
6 Defendant will not be required to fund this Settlement until and unless the Effective Date is reached.

7 11.3 Exhibits and Headings. The terms of this Settlement Agreement include the terms set  
8 forth in **Exhibits A-C** attached, which are incorporated by this reference as though fully set forth  
9 herein. All **Exhibits A-C** to this Settlement Agreement are an integral part of the Settlement. The  
10 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for  
11 convenience only and do not constitute a part of this Settlement Agreement.

12 11.4 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
13 except such proceedings necessary to implement and complete the Settlement, pending the Final  
14 Approval Hearing to be conducted by the Court.

15 11.5 Amendment or Modification. This Settlement Agreement may be amended or  
16 modified only by a written instrument signed by Defense Counsel and Class Counsel or their  
17 successors-in-interest.

18 11.6 Entire Agreement. This Settlement Agreement and the attached **Exhibits A-C**  
19 constitute the entire agreement among the Parties, and no oral or written representations, warranties  
20 or inducements have been made to any Party concerning this Settlement Agreement or its **Exhibits A-**  
21 **C** other than the representations, warranties and covenants contained and memorialized in the  
22 Settlement Agreement and **Exhibits A-C**.

23 11.7 Authorization to Enter Into Settlement Agreement. Defense Counsel and Class  
24 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to  
25 negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be  
26 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person signing  
27 this Settlement Agreement on behalf of Marathon Petroleum Logistics Services LLC and Marathon  
28 Petroleum Company LP represents and warrants that s/he is authorized to sign this Settlement

1 Agreement on behalf of the respective entities. Plaintiff represents and warrants he is authorized to  
2 sign this Settlement Agreement and that he has not assigned any Class Claim or PAGA Claim covered  
3 by this Settlement to a third-party. The Parties and their counsel agree to cooperate with each other  
4 fully and to use their best efforts to effect the implementation of the Settlement. Such cooperation  
5 includes, but is not limited to, execution of such other documents and the taking of such other actions  
6 as may be reasonably necessary to fulfill the terms of this Settlement. In the event the Parties are  
7 unable to reach agreement on the form or content of any document needed to implement the Settlement  
8 or on any supplemental provisions that may become necessary to effectuate the terms of this  
9 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

10 11.8 Binding On Successors and Assigns. This Settlement Agreement shall be binding  
11 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12 11.9 California Law Governs. All terms of this Settlement Agreement and **Exhibits A-C**  
13 hereto shall be governed by and interpreted according to the laws of the State of California.

14 11.10 Participation in Drafting Settlement Agreement. The Settlement shall not be construed  
15 in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement  
16 Agreement.

17 11.11 Invalidity of Any Provision. Before declaring any provision of this Settlement  
18 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent  
19 possible consistent with applicable precedent so as to define all provisions of this Settlement  
20 Agreement valid and enforceable.

21 11.12 Publicity. Plaintiff Vega and Class Counsel agree to discuss the terms of this  
22 Settlement only in filings submitted to a court or court hearings to establish their adequacy to serve as  
23 a class representative and/or Class Counsel in this Action, in declarations submitted to a court in  
24 support of a motion for attorneys' fees in this Action, and in discussions with Class Members in the  
25 context of administering this Settlement. Plaintiff and Class Counsel agree not to otherwise publicize  
26 this Settlement, including, but not limited to, issuing press releases, posting summaries online, or  
27 otherwise speaking to the press regarding the terms of this Settlement. If Plaintiff or Class Counsel  
28

1 are contacted by members of the press or others, they will respond only that the lawsuit exists and has  
2 been resolved.

3 11.13 Notices. Unless otherwise specifically provided, all notices, demands or other  
4 communications in connection with this Settlement Agreement shall be in writing and sent to:

5  
6 **To Plaintiff:**

7 BRIAN J. MANKIN, Bar No. 216228  
8 [brian@lmlfirm.com](mailto:brian@lmlfirm.com)  
9 PETER J. CARLSON, Bar No. 295611  
10 [peter@lmlfirm.com](mailto:peter@lmlfirm.com)  
11 LAUBY MANKIN & LAUBY, LLP  
12 4590 Allstate Drive  
13 Riverside, CA 92501  
14 Telephone: 951.320.1444  
15 Fax No.: 951.320.1445

6 **To Defendant:**

7 JODY A. LANDRY, Bar No. 125743  
8 [jlandry@littler.com](mailto:jlandry@littler.com)  
9 JOSHUA D. LEVINE, Bar No. 239563  
10 [jdlevine@littler.com](mailto:jdlevine@littler.com)  
11 KARA A. COLE, Bar No. 306515  
12 [kcole@littler.com](mailto:kcole@littler.com)  
13 LITTLER MENDELSON, P.C.  
14 501 W. Broadway, Suite 900  
15 San Diego, CA 92101.3577  
16 Telephone: 619.232.0441  
17 Fax No.: 619.232.4302

18 11.14 Execution by Class Members. It is agreed it is impossible or impractical to have each  
19 Class Member execute this Settlement Agreement. The Notice of Settlement will therefore advise all  
20 Class Members of the binding nature of the Settlement and its released Class Claims and PAGA  
21 Claims, which release shall have the same force and effect as if each Participating Class Member  
22 executed this Settlement Agreement individually.


23 11.15 Execution by Plaintiff. Plaintiff, by signing this Settlement Agreement, is bound by  
24 the terms herein and further agrees not to submit any Request for Exclusion from or Notice of  
25 Objection to the Settlement. Any such Request for Exclusion or Notice of Objection shall therefore  
26 be void and of no force or effect.

27 11.16 Counterparts. This Settlement Agreement shall become effective upon its execution  
28 by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, which  
shall have the same force and effect as if each had signed the same instrument. Copies of the executed

1 Settlement Agreement shall be effective for all purposes as though the signatures contained therein  
2 were original signatures.

3 IT IS SO AGREED:

4 Dated: December 15, 2022

  
Robert Vega (Dec 15, 2022 11:17 PST)

ROBERT VEGA  
PLAINTIFF

7 Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEFENDANT MARATHON PETROLEUM  
LOGISTICS SERVICES LLC

11 Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEFENDANT MARATHON PETROLEUM  
COMPANY LP

15 APPROVED AS TO FORM:

17 Dated: December 15, 2022



BRIAN J. MANKIN  
PETER J. CARLSON  
LAUBY MANKIN & LAUBY, LLP

Attorneys for Plaintiff  
ROBERT VEGA

22 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
JODY LANDRY  
JOSHUA LEVINE  
KARA COLE

Attorneys for Defendants  
MARATHON PETROLEUM LOGISTICS  
SERVICES LLC and MARATHON  
PETROLEUM COMPANY LP

28 END OF DOCUMENT




1 Settlement Agreement shall be effective for all purposes as though the signatures contained therein  
2 were original signatures.

3 IT IS SO AGREED:

4 Dated: \_\_\_\_\_, 2022


ROBERT VEGA  
PLAINTIFF

7 Dated: Dec 15, 2022

By:   
Name: Shawn Lyon  
Title: President

DEFENDANT MARATHON PETROLEUM  
LOGISTICS SERVICES LLC

11 Dated: Dec 15, 2022

By:   
Name: Shawn Lyon  
Title: President

DEFENDANT MARATHON PETROLEUM  
COMPANY LP, by: MPC Investment LLC, its  
General Partner

15 APPROVED AS TO FORM:

17 Dated: \_\_\_\_\_, 2022

18 \_\_\_\_\_  
BRIAN J. MANKIN  
PETER J. CARLSON  
LAUBY MANKIN & LAUBY, LLP

Attorneys for Plaintiff  
ROBERT VEGA

22 Dated: December 15, 2022

  
\_\_\_\_\_  
JODY LANDRY  
JOSHUA LEVINE  
KARA COLE

Attorneys for Defendants  
MARATHON PETROLEUM LOGISTICS  
SERVICES LLC and MARATHON  
PETROLEUM COMPANY LP

28 END OF DOCUMENT

EXHIBIT "2"

1 BRIAN J. MANKIN, Bar No. 216228  
[brian@lmlfirm.com](mailto:brian@lmlfirm.com)  
2 PETER J. CARLSON, Bar No. 295611  
[peter@lmlfirm.com](mailto:peter@lmlfirm.com)  
3 LAUBY MANKIN & LAUBY, LLP  
4 4590 Allstate Drive  
Riverside, CA 92501  
Telephone: 951.320.1444  
5 Fax No.: 951.320.1445

6 Attorneys for ROBERT VEGA

7 JODY A. LANDRY, Bar No. 125743  
[jlandry@littler.com](mailto:jlandry@littler.com)  
8 JOSHUA D. LEVINE, Bar No. 239563  
[jdlevine@littler.com](mailto:jdlevine@littler.com)  
9 KARA A. COLE, Bar No. 306515  
[kcole@littler.com](mailto:kcole@littler.com)  
10 LITTLER MENDELSON, P.C.  
11 501 W. Broadway, Suite 900  
San Diego, CA 92101.3577  
12 Telephone: 619.232.0441  
Fax No.: 619.232.4302

13 Attorneys for Defendant  
14 MARATHON PETROLEUM LOGISTICS  
SERVICES LLC and MARATHON PETROLEUM  
15 COMPANY LP

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF LOS ANGELES

18 ROBERT VEGA, individually, on a  
19 representative basis, and on behalf of all  
20 others similarly situated;

21 Plaintiff,

22 vs.

23 MARATHON PETROLEUM LOGISTICS  
SERVICES LLC, a Delaware Limited  
24 Liability Company; MARATHON  
PETROLEUM COMPANY LP, a  
25 Delaware Limited Partnership; and DOES  
1 through 20, inclusive;

26 Defendants.

Case No. 20STCV19405

ASSIGNED FOR ALL PURPOSES TO  
JUDGE MAREN NELSON DEPT. 17

**SECOND REVISED JOINT STIPULATION  
OF CLASS AND PAGA  
REPRESENTATIVE ACTION  
SETTLEMENT AND RELEASE**

Trial Date: TBD  
Complaint Filed: May 21, 2020

1 This Second Revised Joint Stipulation of Class and PAGA Representative Action Settlement  
2 and Release (the “Settlement Agreement” or “Settlement”) is made and entered into by and between  
3 the following parties: Plaintiff Robert Vega (“Vega” or “Plaintiff”), individually, on a representative  
4 basis, and on behalf of all others similarly situated whom he seeks to represent for settlement purposes,  
5 and Defendants Marathon Petroleum Logistics Services LLC (“MPLS”) and Marathon Petroleum  
6 Company LP (collectively “Defendants” or “Marathon Petroleum”) (collectively, the “Parties”).  
7 Subject to the approval of the Court, the Parties agree that the above-captioned Action (defined below)  
8 is compromised and settled pursuant to the terms and conditions set forth below.

9 **1. DEFINITIONS.**

10 Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have the  
11 meanings set forth below:

12 1.1 “**Action**” means the matter captioned *Robert Vega v. Marathon Petroleum Logistics*  
13 *Services LLC, et al.*, Case No. 20STCV19405, pending in Los Angeles Superior Court.

14 1.2 “**Class Claims**” means all claims for any debts, liabilities, demands, obligations,  
15 guarantees, penalties, damages, interest, attorneys’ fees, costs, and/or other amounts or relief  
16 recoverable under state or other applicable law that Plaintiff asserted or could have asserted in the  
17 Action – on behalf of himself and the putative Class Members – based on the facts alleged in Plaintiff’s  
18 Complaint and/or arising out of a claim for Failure to Provide Accurate Itemized Wage Statements  
19 (Lab. Code § 226), whether for economic or non-economic damages, restitution, injunctive relief or  
20 statutory penalties.

21 1.3 “**Class Counsel**” means Brian J. Mankin, Esq. and Peter J. Carlson, Esq. of the law  
22 firm Lauby Mankin & Lauby, LLP.

23 1.4 “**Class Counsel Costs Award**” means the expenses and costs incurred by Class  
24 Counsel for Class Counsel’s litigation and resolution of this Action, as awarded by the Court, which  
25 may not exceed Ten Thousand Dollars (\$10,000).

26 1.5 “**Class Counsel Fees Award**” means the attorneys’ fees for Class Counsel’s litigation  
27 and resolution of this Action, as awarded by the Court, which may not exceed One Hundred Thirty-  
28 Seven Thousand Five Hundred Dollars (\$137,500).~~one-third of the Total Settlement Amount, or Fifty-~~

1 ~~Five Thousand Dollars (\$55,000).~~ Any attorneys' fees or litigation costs not awarded by the Court  
2 will be added to the Net Distribution Fund and distributed to Participating Class Members.

3 1.6 **“Class Information”** means the full name, last known address, social security number,  
4 and pay periods worked by Class Members and PAGA Employees where, in the same pay period, s/he  
5 worked overtime and received a “Regular Rate Adj.” payment (sometimes also referred to as a  
6 “Regular Rate Adj Sched” payment). Defendants will compile a Confidential Microsoft Excel  
7 spreadsheet containing the Class Information developed in good faith using best efforts from its  
8 records and provide it to the Settlement Administrator as a Confidential document pursuant to the  
9 Stipulated Protective Order in this Action. Because Class Members' sensitive personal information is  
10 included in the Class Information, the Settlement Administrator shall maintain the Class Information  
11 securely and in confidence pursuant to the Protective Order in this case. Access to such Class  
12 Information shall be limited to employees of the Settlement Administrator with a need to use the Class  
13 Information for administration of the Settlement. The Settlement Administrator will take all necessary  
14 measures to adequately secure the information.

15 1.7 **“Class Members”** or **“Class”** means all current and former non-exempt employees  
16 employed by Defendant Marathon Petroleum Logistics Services LLC in the State of California who,  
17 in the same pay period, worked overtime and received a “Regular Rate Adj.” payment from April 6,  
18 2019 through the end of 2021 (i.e., December 31, 2021). Defendant's records reflect that  
19 approximately 349 individuals would qualify as “Class Members” and they worked approximately  
20 8,897 pay periods from the start of the Class/PAGA Period (i.e., April 6, 2019) through the end of  
21 December 2021~~the Preliminary Approval Date.~~

22 1.8 **“Class Member Released Claims”** means the Class Claims from which Participating  
23 Class Members are fully releasing the Released Parties under this Settlement from April 6, 2019  
24 through the end of the Class Period, including all claims for any debts, liabilities, demands, obligations,  
25 guarantees, penalties, damages, interest, attorneys' fees, costs, and/or other amounts or relief  
26 recoverable under state or other applicable law that Plaintiff asserted or could have asserted in the  
27 Action – on behalf of himself and the putative Class Members – based on the facts alleged in Plaintiff's  
28 Complaint and/or arising out of a claim for Failure to Provide Accurate Itemized Wage Statements

1 (Lab. Code § 226), whether for economic or non-economic damages, restitution, injunctive relief or  
2 statutory penalties.

3 1.9 “**Class Period**” means the period from April 6, 2019 through the end of 2021 (i.e.,  
4 December 31, 2021)~~the Preliminary Approval Date.~~

5 1.10 “**Complaint**” means the operative Complaint in the Action.

6 1.11 “**Complete and General Release**” means an irrevocable and unconditional release  
7 given only by the named Plaintiff in the Action (*i.e.*, Vega), releasing the Released Parties from any  
8 and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements,  
9 promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or  
10 unknown, suspected or unsuspected, arising from conduct occurring during or related to Plaintiff’s  
11 employment and/or the Action, including but not limited to all of the Class Claims and including  
12 without limitation all actions, claims and grievances, whether actual or potential, known or unknown,  
13 related, incidental to or arising out of any act or omission committed or omitted by the Released Parties  
14 during or related to Plaintiff’s employment with or separation from Marathon Petroleum, including  
15 any and all actions, claims and grievances, whether actual or potential, known or unknown, related,  
16 incidental that arose or may have arisen before or through the end of the Class Period and/or arising  
17 out of Plaintiff’s employment with Marathon Petroleum and/or the cessation thereof. This release  
18 includes a waiver of California Civil Code section 1542. This release by Plaintiff also includes, but is  
19 not limited to, a release of all claims under (a) the California Civil Code, (b) the California Fair  
20 Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §  
21 2000e *et. seq.*, (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights  
22 Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans  
23 with Disabilities Act 42 U.S.C. § 12101, *et. seq.*, as amended, (j) the Family and Medical Leave Act,  
24 as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act,  
25 as amended, (m) any other state, federal, and local law, regulation and ordinance dealing with  
26 discrimination in employment, disability, wrongful discharge, and retaliation for exercising any right  
27 or participating or engaging in any activity, (n) the Occupational Safety and Health Act, as amended,  
28 (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment Retirement Income Security

1 Act of 1974, as amended (except vested benefits), (q) the Worker Adjustment and Benefit Protection  
2 Act of 1990, as amended, (r) the Worker Adjustment and Retraining Notification Act, as amended, (s)  
3 any federal, state or common law claim or cause of action for breach of contract, wrongful discharge,  
4 constructive discharge, retaliation, defamation, slander, libel, intentional or negligent infliction of  
5 emotional distress, misrepresentation, fraud, promissory estoppel, any other tort or negligence claim,  
6 or obligations arising out of any of Defendant's employment policies or practices, employee  
7 handbooks, and/or any statements by any employee or agent of Defendant whether oral or written, and  
8 (t) any federal, state or common law claim or cause of action for reinstatement, back pay, bonus,  
9 attorneys' fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief,  
10 liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical  
11 expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any  
12 kind. This provision is intended by the Parties to be all-encompassing and to act as a full and total  
13 release of any claims, whether specifically enumerated herein or not, that Plaintiff might have or have  
14 had, that exists or ever has existed related to his employment with or separation from Defendants.

15 1.12 **"Court"** means the Superior Court of the State of California, County of Los Angeles.

16 1.13 **"Defendants"** means the named Defendants in the Action, Marathon Petroleum  
17 Logistics Services LLC ("MPLS") and Marathon Petroleum Company LP.

18 1.14 **"Defense Counsel"** means Jody Landry, Esq., Joshua D. Levine, Esq. and Kara A.  
19 Cole, Esq. of the law firm Littler Mendelson, P.C.

20 1.15 **"Effective Date"** means the date by which this Settlement is finally approved as  
21 provided herein, the Court's Final Approval Order becomes binding, and Defendants have funded the  
22 Settlement in accordance with the terms set forth in this Agreement. For purposes of this Settlement  
23 Agreement, the Final Approval Order becomes binding and Effective upon the later of: (1) the day  
24 after the last day by which a notice of appeal to the California Court of Appeal of the Final Approval  
25 Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed, which  
26 the Parties agree will be 65 calendar days after the notice of an order granting final approval of the  
27 Settlement is served, provided there have been no appeals filed within that time, plus; (2) if such an  
28 appeal is filed, and the appeal is finally resolved and results in affirmation of the Final Approval Order,

1 the day after the last date for filing a request for further review of the California Court of Appeals’  
2 decision passes and no further review is requested; (3) if further review of the California Court of  
3 Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no  
4 further review of the decision can be requested, or (4) if review is accepted, the day after the California  
5 Supreme Court affirms the Final Approval Order. The Effective Date cannot occur, and Defendants  
6 will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal, writ,  
7 or further appeal that could potentially prevent this Settlement Agreement from becoming final and  
8 binding.

9 1.16 **“Final Approval Hearing”** means the hearing held to determine whether the Court  
10 will enter a Final Approval Order finally approving this Settlement.

11 1.17 **“Final Approval Order”** means the Court’s entry of an order finally approving the  
12 Settlement and entering judgment in accordance therewith substantially in the form attached hereto as  
13 **Exhibit C.**

14 1.18 **“Individual Settlement Payment”** means the amount payable from the Net  
15 Distribution Fund that the Settlement Administrator will pay to each Participating Class Member, as  
16 calculated pursuant to Paragraphs 4.2.5.1 and 4.2.5.2 below.

17 1.19 **“Net Distribution Fund”** means the Total Settlement Amount, less the amounts  
18 allotted to: (1) the Class Counsel Fees Award (up to \$~~137,500~~~~55,000~~), (2) the Class Counsel Costs  
19 Award (up to \$10,000), (3) the Service Award for Plaintiff (up to \$5,000), (4) the 75% of the PAGA  
20 Award to be paid to the California Labor and Workforce Development Agency (“LWDA”)  
21 (\$~~23,760~~~~7,500~~); (5) Individual Settlement Payments to Participating Class Members and PAGA  
22 Employees (as further specified below); and (6) Settlement Administration Costs (up to \$~~9,750~~~~6,000~~).  
23 Individual Settlement Payments to Participating Class Members will be paid out of the Net  
24 Distribution Fund.

25 1.20 **“Notice of Objection”** means an objection to this Settlement by Class Members by (1)  
26 appearing at the Final Approval Hearing and communicating an objection to the Court and/or (2)  
27 submitting a written objection to the Settlement Administrator by the Response Deadline as further  
28 set forth in Paragraph 8.2 below and the proposed Class Notice (Exhibit “A”).



1           1.21   **“Notice of Settlement”** or **“Class Notice”** means the Notice of Class Action  
2 Settlement (in both English and Spanish versions) that the Settlement Administrator will mail to Class  
3 Members to apprise them of this Settlement (substantially in the form attached hereto as **Exhibit A**).

4           1.22   **“PAGA Award”** means Ten Thousand Dollars (~~\$31,680,000~~) of the Total  
5 Settlement Amount that the Parties have allocated to PAGA penalties (*i.e.*, the PAGA Award), 75%  
6 of which (~~\$23,760,500~~) will be remitted to the LWDA and 25% (~~\$7,920,500~~) of which will remain  
7 in the Net Distribution Fund and be distributed on a prorated basis based on the pay periods each  
8 PAGA Employee worked during the PAGA Period. This payment will be considered part of the  
9 amount allocated to penalties in the Individual Settlement Payments to Participating Class Members.  
10 Class Members who are also PAGA Employees and submit a Request for Exclusion will receive only  
11 a payment for their prorated portion of the 25% of the PAGA Award available for distribution to  
12 PAGA Employees (who cannot opt out of the PAGA portion of the Settlement).

13           1.23   **“PAGA Claims”** means any and all claims Plaintiff asserted or could have asserted in  
14 the Action under PAGA for Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code  
15 §§ 226 and 2698, et seq.), on behalf of himself, the State of California and PAGA Employees for  
16 damages recoverable under PAGA, including civil penalties, interest, attorneys’ fees, costs, and any  
17 other relief recoverable under California Labor Code § 2698, et seq.

18           1.24   **“PAGA Employees”** means Class Members employed during the PAGA Period.  
19 PAGA Employees cannot opt out of the PAGA portion of this Settlement. However, they may opt out  
20 of the Settlement of the Class Claims provided they timely submit a Request for Exclusion.

21           1.25   **“PAGA Period”** means the period from April 6, 2019 through the end of 2021 (*i.e.*,  
22 December 31, 2021)~~the Preliminary Approval Date~~.

23           1.26   **“PAGA Released Claims”** means the PAGA Claims from which Plaintiff, the PAGA  
24 Employees, and the State of California are fully releasing the Released Parties under this Settlement  
25 from April 6, 2019 through the end of the PAGA Period, including any and all claims Plaintiff asserted  
26 or could have asserted in the Action under PAGA based on the facts alleged in Plaintiff’s Complaint  
27 for Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226 and 2698, et seq.)  
28 and/or based on the Class Member Released Claims, on behalf of himself, the State of California and

1 PAGA Employees for damages recoverable under PAGA, including civil penalties, interest, attorneys’  
2 fees, costs, and any other relief recoverable under California Labor Code § 2698, et seq.

3 1.27 **“Parties”** means Plaintiff and Defendants and **“Party”** shall mean either Plaintiff or  
4 Defendants.

5 1.28 **“Plaintiff”** or **“Class Representative”** means Plaintiff Robert Vega.

6 1.29 **“Participating Class Members”** means Class Members who do not submit a timely  
7 Request for Exclusion from this Settlement.

8 1.30 **“Preliminary Approval Date”** means the later of the date the Court enters the  
9 Preliminary Approval Order or any amendment thereto confirming the revised settlement terms set  
10 forth in this Agreement.

11 1.31 **“Preliminary Approval Order”** means the later of the Court’s entry of an order  
12 preliminarily approving this Settlement (substantially in the form attached hereto as **Exhibit B**) or any  
13 amendment thereto confirming the revised settlement terms set forth in this Agreement.

14 1.32 **“Released Parties”** means Defendants Marathon Petroleum Logistics Services LLC  
15 and Marathon Petroleum Company LP, and each of their respective subsidiaries, affiliates and/or  
16 parents, attorneys, and each of their respective successors and predecessors in interest; all of their  
17 respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents;  
18 and each of their past, present and future officers, directors, shareholders, employees, agents,  
19 principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers.

20 1.33 **“Request for Exclusion”** means a timely written request by a Class Member to exclude  
21 herself/himself from the Settlement, which must be completed and mailed in the manner set forth in  
22 this Settlement Agreement and the Notice of Settlement.

23 1.34 **“Response Deadline”** means the date forty-five (45) calendar days after the Settlement  
24 Administrator mails the Notice of Settlement to Class Members, or fourteen (14) calendar days after  
25 the re-mailing of any Notice of Settlement to any Class Member, whichever is later, and shall be the  
26 last date on which Class Members may timely postmark Requests for Exclusion or Notices of  
27 Objection to the Settlement.

28

1           1.35    “**Service Award**” means the amount the Court awards Plaintiff for his efforts in  
2 assisting with the prosecution of the Action and as consideration for executing this Settlement  
3 Agreement and agreeing to a general release of all claims against Defendants, which shall not exceed  
4 \$5,000. Plaintiff’s Service Award is subject to approval from the Court and will be paid only from  
5 the Total Settlement Amount. Any portion of the Service Award not awarded by the Court will be  
6 added to the Net Distribution Fund and distributed to Participating Class Members.

7           1.36    “**Settlement**” means the disposition of the Action pursuant to this Settlement  
8 Agreement.

9           1.37    “**Settlement Administration Costs**” means the reasonable and necessary costs  
10 incurred by the Settlement Administrator and awarded by the Court from the Total Settlement Amount,  
11 which may not exceed Nine Thousand Seven Hundred Fifty Six Thousand Dollars (\$9,7506,000),  
12 unless otherwise approved by the Parties and Court. Settlement Administration Costs include but are  
13 not limited to: the costs of Class Notice, any required reporting by the Settlement Administrator to  
14 federal and state agencies, establishing a qualified settlement fund for Defendants to deposit the Total  
15 Settlement Amount (from which the Settlement Administrator will pay the Court-approved Class  
16 Counsel Fees Award, the Class Counsel Costs Award, the Service Award for Plaintiff, the PAGA  
17 Award, Settlement Administration Costs and Individual Settlement Payments to Participating Class  
18 Members and PAGA Employees, as specified herein); receiving and responding to inquiries from  
19 Class Members about the Settlement; calculating and distributing settlement payments to Participating  
20 Class Members and PAGA Employees as specified herein; calculating, processing, and remitting all  
21 withholding taxes or other legally-required taxes (if any) and handling any required tax reporting;  
22 processing any Notices of Objection and Requests for Exclusion; providing declarations and reporting  
23 to the Court and Parties; and performing all of the tasks for which the Settlement Administrator is  
24 retained as further specified below and/or which the Settlement Administrator must perform pursuant  
25 to orders of the Court. The Parties agree that the Settlement Administration Costs shall be paid  
26 exclusively from the Total Settlement Amount and that Defendants shall not be responsible for the  
27 payment of any additional Settlement Administration Costs separate from or in addition to those paid  
28 from the Total Settlement Amount.

1           1.38    **“Settlement Administrator”** means Phoenix Settlement Administrators. Phoenix  
2 Settlement Administrators is a California-based settlement administrator that specializes in class  
3 action settlement administration and has been approved to administer, and successfully administered,  
4 numerous class and PAGA settlements throughout the state for years. Additional information  
5 regarding Phoenix Settlement Administrators is available at: <http://www.phoenixclassaction.com/> .

6           1.39    **“Settlement Agreement” or “Settlement” or “Agreement”** means this Second  
7 Revised Joint Stipulation of Class Action Settlement and Release executed by all Parties.

8           1.40    **“Settlement Fund Account”** means the bank account established pursuant to the terms  
9 of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall  
10 be paid, as set forth herein.

11           1.41    **“Total Settlement Amount”** means Four Hundred Fifty-Five Thousand Two Hundred  
12 Ninety Dollars (\$455,290)~~One Hundred and Sixty Five Thousand Dollars (\$165,000)~~, which is the  
13 maximum amount that Marathon Petroleum is providing under this Settlement Agreement in order to  
14 settle the Action in its entirety. The Total Settlement Amount shall constitute the entire consideration  
15 provided by Marathon Petroleum pursuant to this Settlement Agreement and Marathon Petroleum  
16 shall not be required to pay any amount above the Total Settlement Amount in connection with this  
17 Settlement.

18           1.42    **“Void Date”** means the date by which any checks issued to Participating Class  
19 Members and PAGA Employees shall become void, *i.e.*, on the 181st calendar day after mailing.

20           1.43    **“1542 Waiver”** means an express waiver, to the fullest extent permitted by law, of the  
21 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar  
22 provision under federal or state law, which Section provides:

23                   A general release does not extend to claims that the creditor or releasing party  
24                   does not know or suspect to exist in his or her favor at the time of executing the  
25                   release and that, if known by him or her, would have materially affected his or  
26                   her settlement with the debtor or released party.

1     **2.     RECITALS.**

2             2.1     The Parties.

3             Plaintiff Robert Vega is a former, unionized transport driver employed by Marathon Petroleum  
4 Logistics Services LLC (“MPLS”) who separated from the company on June 10, 2019. Marathon  
5 Petroleum Company LP is the parent company of MPLS and does not employ any non-exempt  
6 employees in California.

7             2.2     Procedural History and Informal Discovery and Investigation. Plaintiff filed this

8 lawsuit on May 21, 2020. Plaintiff also submitted a notice letter to the California Labor and Workforce  
9 Development Agency (“LWDA”) on July 25, 2019, (to exhaust his required administrative remedies  
10 to bring a PAGA claim) before filing this lawsuit. Plaintiff’s operative Complaint alleges two causes  
11 of action for: (1) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226); and (2)  
12 PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements (Lab. Code §§ 2698,  
13 et seq.).

14             In support of his two causes of action, Plaintiff alleged that Defendants’ wage statements did  
15 not accurately reflect the actual overtime rate of pay (i.e. the amount of overtime compensation  
16 Defendants actually paid for each overtime hour worked). More specifically, Plaintiff alleged that on  
17 each occasion that a Class Member earned a “Reg Rate Adj Sched” payment and worked overtime in  
18 a workweek, Defendant was required to calculate and pay overtime wages based on “one and one-half  
19 times the regular rate of pay,” as mandated by Labor Code § 510(a). However, on such occasions,  
20 Plaintiff alleges the wage statements that Defendants issued to the Class only reflected the erroneous  
21 overtime rate of 1.5 times the base hourly rate, which failed to account for and include additional  
22 compensation into the overtime rate calculation. Thus, Plaintiff alleges that the “Reg Rate Adj Sched”  
23 line-item failed to state any applicable hours or the correct rate of pay for these overtime wages. As a  
24 result, Plaintiff contends that Defendants violated Labor Code § 226(a)(9) on each occasion that it  
25 failed to provide wage statements that informed the employees of the accurate overtime rate of pay  
26 (i.e., the amount of overtime actually paid for each overtime hour worked).

27             Defendants answered Plaintiff’s Complaint on October 23, 2020, generally denying Plaintiff’s  
28 claims and asserting affirmative defenses. Defendants dispute that MPLS’s wage statements were

1 inaccurate or that MPLS otherwise failed to comply with Labor Code section 226. Furthermore,  
2 Defendants contend that even if Plaintiff could identify a technical error in some employees' wage  
3 statements (which Defendants dispute), his claims still fail for multiple reasons, including without  
4 limitation because he cannot establish a "knowing and intentional" violation or establish that Plaintiff  
5 and other employees suffered an "injury" as required by Labor Code section 226(e).

6 After answering Plaintiff's Complaint on October 23, 2020, the Parties engaged in significant  
7 written discovery related to the scope and parameters of the putative Class and putative PAGA  
8 Employee group. Plaintiff responded to requests for production and Defendants responded to form  
9 and special interrogatories, requests for admission, and requests for production of documents,  
10 including providing responsive documents related to Plaintiff's claims. Defendants' document  
11 production included responsive documents and policies related to Plaintiff's claims (e.g., Marathon  
12 Petroleum's payroll and overtime policies, applicable collective bargaining agreements governing  
13 overtime and shift differentials, and Plaintiff's individual time and pay records during the Class  
14 Period). After the exchange of written discovery, the Parties engaged in discussions regarding the  
15 limited nature of Plaintiff's two causes of action and the employees at issue who earned *both* "Reg  
16 Rate Adj Sched" payments *and* overtime in the same pay period during the Class Period. On March  
17 18, 2021, Defendants' counsel also provided Plaintiff's counsel with the approximate number of  
18 current and former non-exempt employees employed by MPLS in California who, in the same pay  
19 period, worked overtime and received a "Regular Rate Adj Sched" payment from May 21, 2019  
20 through February 13, 2021 (the last date data was available) along with the approximate number of  
21 workweeks in which this occurred.

22 Given the limited nature of the claims and employees at issue, the Parties conducted detailed,  
23 arms-length negotiations through Class Counsel and Defense Counsel between May 7, 2021 through  
24 June 25, 2021. The Parties' discussions were based *inter alia* upon the Parties prior exchange of  
25 written discovery, documents, and the Class statistics provided by Defendants as well as relevant case  
26 law related to California's wage statement requirements. After significant negotiations, including  
27 multiple exchanges of written offers and counter-offers, and multiple telephone conferences between  
28 counsel for the Parties, the Parties were eventually able to reach an agreement as to the key terms of

1 this Settlement. Shortly afterward, on July 9, 2021, the Parties notified the Court of the pending  
2 Settlement and filed a Notice of Settlement and Joint Stipulation to Vacate Class Certification  
3 Deadlines. The Parties also requested that the Court vacate the pending case deadline given the  
4 pending settlement and to permit the parties time to complete this long-form Agreement. On July 27,  
5 2021, the Court issued an Order vacating the pending class certification motion deadlines in light of  
6 the Parties' pending settlement.

7           2.3     Benefits of Settlement to Class Members and PAGA Employees.

8           Plaintiff and Class Counsel recognize the expense and length of continued proceedings  
9 necessary to litigate their disputes through trial and any possible appeals. Plaintiff has also taken into  
10 account the uncertainty and risk of the outcome of further litigation, the limited scope of claims alleged  
11 in the Complaint, as well as the difficulties and delays inherent in such litigation. Plaintiff and Class  
12 Counsel are likewise aware of the burdens of proof necessary to establish liability for the Class Claims  
13 and PAGA Claims asserted in the Action, both generally and in response to Defendants' defenses, and  
14 the potential difficulties in establishing damages for Class Members and PAGA Employees. Plaintiff  
15 and Class Counsel have also taken into account Defendants' agreement to enter into a settlement that  
16 confers substantial relief upon Class Members and PAGA Employees. Based on the foregoing,  
17 Plaintiff and Class Counsel have determined the terms set forth in this Settlement Agreement to be  
18 fair, adequate, and reasonable and in the best interests of the Class Members and PAGA Employees.

19           2.4     Defendants' Reasons for Settlement. Defendants believe Plaintiff's individual and

20 representative claims are without merit and deny all of the allegations of wrongdoing and liability.  
21 Defendants believe, however, that further litigation would be protracted, burdensome,  
22 expensive, and contrary to the best interests of MPLS and its employees. Defendants have  
23 already devoted substantial time, energy, and resources to defending this litigation, and unless  
24 there is a settlement, that situation will continue. In light of this, Defendants believe the  
25 Settlement is the best way to resolve the litigation while minimizing further burden and  
26 expenditures.

1     **3.     TERMS OF SETTLEMENT AGREEMENT.**

2             The Parties agree as follows:

3             3.1     Class Certification. Solely for the purposes of this Settlement, the Parties stipulate and  
4 agree that the Court certify a class of Class Members.

5             3.2     Appointment of Class Representatives. Solely for the purposes of this Settlement, the  
6 Parties stipulate and agree Plaintiff Robert Vega shall be appointed as representative for the Class.

7             3.3     Appointment of Class Counsel. Solely for the purposes of this Settlement, the Parties  
8 stipulate and agree that Brian J. Mankin, Esq. and Peter J. Carlson, Esq. of the law firm Lauby Mankin  
9 & Lauby, LLP shall be appointed as Class Counsel for the Class.

10            3.4     Appointment of Settlement Administrator. Solely for the purposes of this Settlement,  
11 the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained to serve as  
12 Settlement Administrator. The Settlement Administrator shall be responsible for establishing a toll-  
13 free telephone number and a Post Office Box for receipt of Class Member communications; reviewing  
14 and responding to Class Member inquiries; establishing the number of relevant pay periods applying  
15 to each Class Member based on Defendant's records; resolving any disputes or questions regarding  
16 Class Member Information and the calculation of Individual Settlement Payments and pay period  
17 calculations for Class Members and PAGA Employees (in accordance with Paragraph 10.1.4 below);  
18 translating the Notice of Settlement into Spanish; preparing, printing and mailing English and Spanish  
19 versions of the Notice of Settlement (*i.e.*, **Exhibit A**) to Class Members; receiving and reviewing  
20 Requests for Exclusion and Notices of Objection, if any, submitted by Class Members; calculating  
21 Individual Settlement Payments; providing weekly written status reports to Defense Counsel and Class  
22 Counsel; providing a due diligence declaration for submission to the Court prior to the Final Approval  
23 Hearing; mailing Individual Settlement Payments to Participating Class Members and PAGA  
24 Employees; timely paying the PAGA Award, Service Award, Class Counsel Fees Award and Class  
25 Counsel Costs Award to, respectively, the LWDA, Plaintiff, and Class Counsel pursuant to the terms  
26 of this Settlement Agreement; printing and providing Participating Class Members, Plaintiff and Class  
27 Counsel with IRS Forms 1099 as required under this Settlement and applicable law; providing a due  
28 diligence declaration for submission to the Court upon the completion of the Settlement; issuing the



1 uncashed check funds to the California State Controller and any obligations related thereto, and for  
2 such other tasks as the Parties mutually agree. The Settlement Administrator shall keep the Parties  
3 timely apprised of the performance of all Settlement Administrator responsibilities. Any legally  
4 mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this  
5 Settlement Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in  
6 connection with such preparation shall be a Settlement Administration Cost. The Parties agree to  
7 cooperate in the Settlement Administration process and to make all reasonable efforts to control and  
8 minimize Settlement Administration Costs. Each of the Parties represent they do not have any  
9 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
10 Administrator that could create a conflict of interest. No person shall have any claim against the  
11 Released Parties, Plaintiff, Class Counsel or the Settlement Administrator based on the mailings,  
12 distributions or payments made in accordance with this Settlement Agreement.

13       3.5     Conditional Nature of Stipulation for Certification. Solely for the purposes of this  
14 Settlement, the Parties stipulate and agree to the certification of the Class Claims asserted on behalf  
15 of the Class Members. Should for whatever reason the Settlement not become effective, the fact that  
16 the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on,  
17 and shall not be admissible in connection with, the issue of whether the Class Claims or Class should  
18 be certified in a non-Settlement context in the Action or in any other lawsuit. Marathon Petroleum  
19 expressly reserves the right to oppose claim or class certification in this or any other action should this  
20 Settlement not become final, effective and binding (*i.e.*, if the Effective Date is not reached).

#### 21     **4.       CONSIDERATION AND SETTLEMENT DISTRIBUTION.**

22       4.1     Settlement Value Provided by Defendants. The maximum value that Defendants are  
23 providing under this Settlement Agreement in order to settle the Action is the Total Settlement Amount  
24 of ~~Four Hundred Fifty-Five Thousand Two Hundred Ninety Dollars (\$455,290) One Hundred and~~  
25 ~~Sixty Five Thousand Dollars (\$165,000)~~. The Total Settlement Amount shall constitute the entire  
26 consideration provided by Defendants pursuant to this Settlement Agreement and Defendants shall  
27 not be required to pay any amount above the Total Settlement Amount in connection with this  
28 Settlement for any purpose.

1           4.2     Distribution of the Monetary Portion of the Total Settlement Amount. The Total  
2 Settlement Amount (~~\$455,290,165,000~~) shall be used to pay: (1) the Class Counsel Fees Award and  
3 Class Counsel Costs Award; (2) the Settlement Administration Costs; (3) Plaintiff's Service Award;  
4 (4) the PAGA Award; and (5) Individual Settlement Payments.

5           4.2.1   Class Counsel Fees Award and Class Counsel Costs Award. The Settlement  
6 Administrator shall pay the Class Counsel Fees Award and Class Counsel Costs Award from the Total  
7 Settlement Amount. Defendants agree not to oppose any application by Class Counsel for a Class  
8 Counsel Fees Award not to exceed One Hundred Thirty-Seven Thousand Five Hundred Dollars  
9 (\$137,500)~~Fifty-Five Thousand Dollars (\$55,000)~~, which will be distributed to Lauby Mankin &  
10 Lauby, LLP. Defendants further agree not to oppose any application by Class Counsel for a Class  
11 Counsel Costs Award not to exceed Ten Thousand Dollars (\$10,000) which will be distributed to  
12 Lauby Mankin & Lauby, LLP. The Settlement Administrator shall pay the Court-approved Class  
13 Counsel Fees Award and Class Counsel Costs Award within ten (10) calendar days following the date  
14 on which Defendants fund the Settlement. Class Counsel agrees to provide the Settlement  
15 Administrator with an executed IRS Form W-9 before the Class Counsel Fees Award and Class  
16 Counsel Costs Award are issued. The Settlement Administrator shall issue an IRS Form 1099 to Class  
17 Counsel for the payments made pursuant to this Paragraph. In the event that the Court awards less  
18 than the full amount requested for the Class Counsel Fees Award and/or Class Counsel Costs Award,  
19 the un-awarded amount will be made available for distribution as part of the Net Distribution Fund  
20 and distributed to Participating Class Members. This Settlement is not contingent upon the Court  
21 awarding Class Counsel any particular amount in attorneys' fees and costs. Defendants' delivery of  
22 the Total Settlement Amount to the Settlement Administrator as specified in this Settlement shall  
23 complete Defendants' obligation to fund the Settlement, including without limitation Defendants'  
24 obligation to pay the Court-awarded Class Counsel Fees Award and Class Counsel Costs Award.

25           4.2.2   Settlement Administration Costs. The Settlement Administrator shall be paid  
26 Settlement Administration Costs from the Total Settlement Amount, in an amount not to exceed Nine  
27 Thousand Seven Hundred Fifty Dollars (\$9,750)~~Six Thousand Dollars (\$6,000)~~. Should the  
28 Settlement Administration Costs exceed \$9,750~~\$6,000~~, the Parties agree that such additional reasonably

1 incurred and necessary costs shall be paid exclusively from the Total Settlement Amount, subject to  
2 Court approval. The Settlement Administrator shall receive the Settlement Administration Costs  
3 within ten (10) calendar days following the date on which Defendants fund the Settlement. In the  
4 event that the Court awards less than the full amount set aside for Settlement Administration Costs,  
5 the un-awarded amount will be made available for distribution as part of the Net Distribution Fund  
6 and distributed to Participating Class Members.

7           4.2.3 Plaintiff's Service Award. The Settlement Administrator shall pay Plaintiff's  
8 Service Award from the Total Settlement Amount. Defendants agree not to oppose any application  
9 by Plaintiff for a Service Award not to exceed a total of Five Thousand Dollars (\$5,000), as  
10 consideration for his Complete and General Release of Claims and for his time and effort in  
11 prosecuting the Action via Class Counsel. The Settlement Administrator shall pay the Service Award  
12 to Plaintiff within ten (10) calendar days following the date on which Defendants fund the Settlement.  
13 Plaintiff agrees to provide the Settlement Administrator with an executed IRS Form W-9 before the  
14 Service Award is issued. The Settlement Administrator shall issue appropriate tax form(s) to Plaintiff  
15 for this payment. Plaintiff shall be solely and legally responsible for paying any and all applicable  
16 taxes on the Service Award and shall hold Defendants and Released Parties harmless from any claim  
17 or liability for taxes, penalties, or interest arising as a result of the Service Award. In the event the  
18 Court awards less than the full amount requested for the Service Award, the un-awarded amount will  
19 be made available for distribution as part of the Net Distribution Fund and distributed to Participating  
20 Class Members. Plaintiff shall not have the right to revoke his agreement to the Settlement on the  
21 grounds the Court does not approve any or all of the requested Service Award.

22           4.2.4 PAGA Award. The Settlement Administrator shall pay the PAGA Award  
23 (~~\$31,680~~~~10,000~~) from the Total Settlement Amount and distribute the PAGA Award within ten (10)  
24 calendar days after the date when Defendants fund the Settlement following the Effective Date.  
25 Specifically, within ten (10) calendar days after the date when Defendants fund the Settlement, the  
26 Settlement Administrator shall mail a check payable to the California Labor & Workforce  
27 Development Agency for seventy-five percent (75%) of the PAGA Award or Twenty-Three Thousand  
28 Seven Hundred Sixty Dollars (\$23,760)~~Seven Thousand Five Hundred Dollars (\$7,500)~~. The

1 remaining twenty-five percent (25%) or Seven Thousand Nine Hundred Twenty Dollars (\$7,920)~~Two~~  
2 ~~Thousand Five Hundred Dollars (\$2,500)~~ of the PAGA Award shall be included within the Net  
3 Distribution Fund for distribution to PAGA Employees as part of the penalties component of the  
4 Individual Settlement Payments.

5 4.2.5 Individual Settlement Payments. The Settlement Administrator shall pay the  
6 Individual Settlement Payments from the Net Distribution Fund and will mail them by First Class U.S.  
7 Mail to Class Members' last known mailing address within ten (10) calendar days following the date  
8 when Defendants fund the Settlement as specified in Paragraph 10.1.2 (Funding the Settlement) below.  
9 Any checks issued to Participating Class Members shall remain valid and negotiable for one hundred  
10 and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st  
11 day after mailing, *i.e.*, the Void Date. The Parties agree that any unclaimed funds in the Settlement  
12 Fund Account as a result of the failure to cash Individual Settlement Payment checks by the Void Date  
13 shall be transmitted by the Settlement Administrator to the California State Controller Unclaimed  
14 Property Fund.

15 4.2.5.1 Settlement Payment Calculation: Individual Settlement Payments to  
16 Participating Class Members and payments to PAGA Employees for their prorated portion of the  
17 PAGA Award will be paid if, and only if, the Court issues the Final Approval Order and there is no  
18 possibility of an appeal or a further appeal that could prevent this Settlement Agreement from  
19 becoming final and binding according to its terms (*i.e.*, all conditions of the Effective Date are met  
20 aside from funding by Defendants).

21 a. Pay Period Calculations for Individual Settlement Payments to  
22 Participating Class Members: Defendants will identify the number of pay periods each of the  
23 Participating Class Members worked during the Class Period ("Total Class Pay Periods") where, in  
24 the same pay period, the employees worked overtime and received a "Regular Rate Adj." payment.  
25 In identifying the number of pay periods meeting these criteria and determining who is a Class  
26 Member, Defendants' business records identifying this information through Defendants' best efforts  
27 will govern and are presumed to be accurate and correct. Any challenges regarding estimated pay  
28 periods assigned to each Class Member (which will be specified in the Class Notice) must be raised

1 prior to the Response Deadline and finally decided by the Settlement Administrator prior to the Final  
2 Approval Hearing. After taking into consideration any information and documentation provided by  
3 Defendants, Participating Class Members and/or other current or former employees of Defendants, the  
4 Settlement Administrator's determination of pay period calculations for individual settlement  
5 payments to each Participating Class Member will be final and binding. The value of each pay period  
6 shall be determined by the Settlement Administrator by dividing the Net Distribution Fund (less the  
7 25% of the PAGA Award to be distributed to PAGA Employees) by the total number of pay periods  
8 worked by all Participating Class Members during the Class Period where, in the same pay period,  
9 these employees worked overtime and received a "Regular Rate Adj." payment ("Class Pay Period  
10 Value"). To determine the Individual Settlement Payment for each Participating Class Member, the  
11 Settlement Administrator will multiply the individual's Total Class Pay Periods by the Class Pay  
12 Period Value. The Individual Settlement Payments will not be subject to withholdings because  
13 Plaintiff's two claims for wage statement penalties and PAGA penalties are solely for the recovery of  
14 penalties, and not wages.

15                   b.       Calculations for Payments to PAGA Employees for Their Portion of  
16 PAGA Award: For PAGA Employees, Defendants will identify the number of pay periods each  
17 PAGA Employee worked during the PAGA Period where, in the same pay period, these employees  
18 worked overtime and received a "Regular Rate Adj." payment ("Total PAGA Pay Periods"). (For  
19 purposes of this case, and as specified in the definitions above, the Class Period and PAGA Period are  
20 the same.) In identifying the number of pay periods meeting these criteria and determining who is a  
21 PAGA Employee, Defendants' business records identifying this information through Defendants' best  
22 efforts will govern and are presumed to be accurate and correct. Any challenges regarding estimated  
23 pay periods assigned to each PAGA Employee must be raised prior to the Response Deadline and  
24 finally decided by the Settlement Administrator prior to the Final Approval Hearing. After taking into  
25 consideration any information and documentation provided by Defendants, PAGA Employees and/or  
26 other current or former employees of Defendants, the Settlement Administrator's determination of pay  
27 period calculations for each PAGA Employee will be final and binding. The value of each PAGA  
28 Pay Period shall be determined by the Settlement Administrator by dividing the 25% of the PAGA

1 Award allocated for PAGA Employees (*i.e.*, ~~\$7,9202,500~~) by the Total PAGA Pay Periods for all  
2 PAGA Employees ("PAGA Pay Period Value"). A Class Member who is also a PAGA Employee  
3 will receive a payment for their prorated portion of the PAGA Award even if s/he opt-outs of the Class  
4 settlement and will be bound by the release of the PAGA Claims released through this Settlement.  
5 Any checks issued to PAGA Employees shall remain valid and negotiable for one hundred and eighty  
6 (180) calendar days from the date of their issuance and then shall become void on the 181st day after  
7 mailing, *i.e.*, the Void Date. The Parties agree that any unclaimed funds as a result of the failure to  
8 cash individual PAGA Award payments by the Void Date shall be transmitted by the Settlement  
9 Administrator to the California State Controller Unclaimed Property Fund.

10 4.2.5.2 Tax Treatment of Settlement Payments. Each Individual Settlement  
11 Payment shall be comprised entirely of non-taxable consideration for penalties and interest and for  
12 which an IRS Form 1099 will issue. The Parties make no representations as to the tax treatment or  
13 legal effect of the payments called for in this Settlement Agreement and Class Members and PAGA  
14 Employees are not relying on any statement or representation by the Parties in this regard.  
15 Participating Class Members and PAGA Employees will be solely responsible for the payment of any  
16 taxes and penalties assessed on the payments described herein.

17 4.2.5.3 Circular 230 Disclaimer. The Parties acknowledge and agree that (1)  
18 no provision of this Settlement, and no written communication or disclosure between or among the  
19 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any  
20 such communication or disclosure constitute or be construed or be relied upon as, tax advice within  
21 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2)  
22 the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax  
23 counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into  
24 this Settlement based upon the recommendation of any other party or any attorney or advisor to any  
25 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or  
26 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;  
27 and (3) no attorney or adviser to any other party has imposed any limitation that protects the  
28 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation

1 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of  
2 any transaction, including any transaction contemplated by this Settlement.

3 **5. RELEASES.**

4 5.1 Release. As of the Effective Date and Defendants' funding of the Total Settlement  
5 Amount, Plaintiff, Participating Class Members, PAGA Employees and the State of California (acting  
6 through Plaintiff as its authorized PAGA representative) release the Released Parties from all Class  
7 Claims and PAGA Claims for the duration of the Class Period and PAGA Period, respectively. The  
8 Class Period and PAGA Period include the period from April 6, 2019 through ~~the end of 2021~~  
9 ~~Preliminary Approval Date~~. The Class Member Released Claims include all claims for any debts,  
10 liabilities, demands, obligations, guarantees, penalties, damages, interest, attorneys' fees, costs, and/or  
11 other amounts or relief recoverable under state or other applicable law that Plaintiff asserted or could  
12 have asserted in the Action – on behalf of himself and the putative Class Members – based on the facts  
13 alleged in Plaintiff's Complaint and/or arising out of a claim for Failure to Provide Accurate Itemized  
14 Wage Statements (Lab. Code § 226), whether for economic or non-economic damages, restitution,  
15 injunctive relief or statutory penalties. The PAGA Released Claims include any and all claims Plaintiff  
16 asserted or could have asserted in the Action under PAGA based on the facts alleged in Plaintiff's  
17 Complaint for Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226 and  
18 2698, et seq.) and/or based on the Class Member Released Claims, on behalf of himself, the State of  
19 California and PAGA Employees for damages recoverable under PAGA, including civil penalties,  
20 interest, attorneys' fees, costs, and any other relief recoverable under California Labor Code § 2698,  
21 et seq. It is the intent of the Parties that the Final Approval Order entered by the Court shall have full  
22 *res judicata* (i.e., preclusive) effect and be final and binding upon Participating Class Members, PAGA  
23 Employees and the State of California regarding the Class Member Released Claims and PAGA  
24 Released Claims.

25 5.2 Plaintiff Robert Vega's Complete and General Release. In consideration for the  
26 promises and payments set forth in this Settlement Agreement, to which Plaintiff is otherwise not  
27 entitled, Plaintiff Robert Vega agrees to provide a Complete and General Release and a 1542 Waiver  
28 to the Released Parties, and each of them, upon the Effective Date occurring.

1 Plaintiff does not waive any right to file an administrative charge with the Equal Employment  
2 Opportunity Commission (“EEOC”) or the National Labor Relations Board (“NLRB”), subject to the  
3 condition that Plaintiff agrees not to seek, or in any way obtain or accept, any monetary award,  
4 recovery or settlement therefrom and agrees that he understands that such limitation does not in any  
5 way restrict his ability to file and pursue such charge consistent with the confidentiality obligations  
6 set forth in this Settlement Agreement. Plaintiff also does not waive any rights with respect to, or  
7 release Released Parties from, any claims for California Workers’ Compensation benefits (except that  
8 Plaintiff hereby releases and waives any claims that, as a result of his separation, he is entitled to  
9 additional benefits or payments). Further, Plaintiff does not release any claim for unemployment  
10 compensation benefits. Finally, Plaintiff does not release any claim that cannot be released by private  
11 contract, or for breach of the terms of the Settlement Agreement between Plaintiff and Defendants.

12 5.2.1 No Pending or Future Lawsuits by Plaintiff. Other than this Action and  
13 Plaintiff’s related July 25, 2019 PAGA letter submitted by Plaintiff and his counsel to the LWDA,  
14 Plaintiff represents he does not have any pending lawsuits, administrative complaints or charges  
15 against Defendants or the Released Parties in any local, state, or federal court or administrative agency.  
16 Plaintiff further acknowledges that all claims raised in the Action shall be fully and finally  
17 extinguished by virtue of this Settlement Agreement and the Court’s Final Approval Order. Plaintiff  
18 also represents he will not bring any action in the future in which Plaintiff seeks or may seek to recover  
19 any damages from Defendants or the Released Parties whatsoever relating to or arising from Plaintiff’s  
20 hiring, employment with or separation from Defendants or any Released Party, other than an action to  
21 enforce Plaintiff’s rights under this Settlement Agreement.

22 **6. PROCESS FOR SEEKING PRELIMINARY APPROVAL OF THE SETTLEMENT.**

23 6.1 Motion for Preliminary Approval. As soon as practicable after execution of this  
24 Settlement Agreement, Plaintiff will submit this Settlement Agreement to the Court for Preliminary  
25 Approval, asking the Court to issue a Preliminary Approval Order approving the Settlement,  
26 substantially in the form attached as **Exhibit B**. Plaintiff’s submission will include this Settlement  
27 Agreement, including **Exhibits A-C**, and any motions, memoranda and evidence as may be necessary  
28 for the Court to determine that this Settlement Agreement is fair, adequate and reasonable.



1           6.2    LWDA Notice. Pursuant to California Labor Code section 2699(l), Class Counsel will  
2 provide a copy of this Settlement Agreement to the LWDA concurrently with Class Counsel's filing  
3 of the motion for Preliminary Approval. Class Counsel will also file a declaration in support of  
4 Plaintiff's motion for Preliminary Approval confirming that Class Counsel has submitted the  
5 Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(l). The  
6 Parties intend to and believe the notice pursuant to the procedures described in this Paragraph complies  
7 with the requirements of the PAGA, and the Parties will request the Court adjudicate the validity of  
8 the notice in the motion for Final Approval of the Settlement.

9    **7.    SETTLEMENT NOTICE PROCEDURES.**

10           7.1    Class Information. No more than twenty-one (21) calendar days after entry of the  
11 Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class  
12 Information for purposes of mailing the Notice of Settlement to Class Members.

13           7.2    Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement  
14 Administrator will conduct a national change of address search for the most current address of all  
15 former employee Class Members and will update such addresses as necessary. Fourteen (14) calendar  
16 days after receipt of the Class Information, the Settlement Administrator shall mail the Notice of  
17 Settlement (**Exhibit A**), in English and Spanish languages, to all Class Members by First Class U.S.  
18 Mail. The address identified by the Settlement Administrator as the current mailing address shall be  
19 presumed to be the best mailing address for each Class Member.

20           7.3    Undeliverable Notices. Any Notice of Settlement returned to the Settlement  
21 Administrator as non-deliverable through the Response Deadline shall be re-mailed to the forwarding  
22 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall  
23 perform a and a skip trace to locate a new address. If those measures are not successful, the Settlement  
24 Administrator shall have no further obligation to mail the Notice of Settlement to a Class Member.  
25 Class Members to whom the Notice of Settlement is re-sent shall have fourteen (14) calendar days  
26 thereafter or until the Response Deadline has expired, whichever is later, to mail the Request for  
27 Exclusion or Notice of Objection to the Settlement Administrator. The date of the postmark on the  
28 return envelope shall be the exclusive means used to determine whether a Class Member has timely

1 mailed his/her Request for Exclusion or Notice of Objection on or before the relevant deadline. If a  
2 Class Member's Notice of Settlement is returned to the Settlement Administrator more than once as  
3 non-deliverable, then an additional Notice of Settlement shall not be re-mailed. If, for any reason, a  
4 Notice of Settlement is non-deliverable, the Settlement Administrator will not mail an Individual  
5 Settlement Payment to the Class Member. Rather, the Settlement Administrator will hold the  
6 Individual Settlement Payment until the Void Date to make it available to the Class Member upon  
7 request, with proof of identity. If the payment is not claimed by the Void Date, the funds shall be  
8 delivered to the California State Controller Unclaimed Property Fund in the name of the Class Member  
9 along with the funds for uncashed checks.

10 7.4 Notice Satisfies Due Process. Compliance with the notice procedures specified in this  
11 Settlement Agreement shall constitute due and sufficient notice to Class Members of this Settlement  
12 and shall satisfy the requirements of due process. Nothing else shall be required of, or done by, the  
13 Parties, Class Counsel or Defense Counsel to provide notice of the proposed Settlement. In the event  
14 the procedures in this Settlement Agreement are followed and the intended recipient of a Notice of  
15 Settlement still does not receive the Notice, the intended recipient shall remain a Class Member and  
16 will be bound by all terms of the Settlement and any Final Approval Order entered by the Court if the  
17 Settlement becomes Effective.

18 **8. PROCEDURES FOR OPTING OUT AND OBJECTING.**

19 8.1 Requests for Exclusion (Opt-Outs). The Notice of Settlement shall state that Class  
20 Members who wish to exclude themselves from the Settlement must submit a written Request for  
21 Exclusion to the Settlement Administrator by the Response Deadline. To be valid, the Request for  
22 Exclusion need not use specific language, but must be hand signed and contain sufficient information  
23 to verify the employee's identity (e.g., the individual's full name, address, and employee number or  
24 last four digits of her/his social security number) and confirm that the individual wishes to be excluded  
25 from the Settlement and any payment and release associated with the settlement of the Class Claims  
26 as set forth in this Agreement. If the Settlement Administrator receives a purported Request for  
27 Exclusion that is unclear or incomplete in this regard, the Settlement Administrator shall make best  
28 efforts to promptly follow up with the individual to obtain clarification and any additional information

1 needed prior to the Response Deadline. If the Request for Exclusion is not postmarked by the Response  
2 Deadline and returned to the Settlement Administrator at the specified address, it will not be deemed  
3 a timely and valid Request for Exclusion from the Class. The date of the postmark on the return  
4 mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has  
5 been timely submitted. Any Class Member who submits a timely and valid Request for Exclusion  
6 from the Class will not be entitled to any monetary recovery under the Settlement and will not be  
7 bound by the terms of the Settlement as it relates to the Class Member's released Class Claims, with  
8 the exception that if the Class Member is also a PAGA Employee, s/he will continue to be bound by  
9 the release of the PAGA Claims (because Class Members cannot opt out of the PAGA portion of the  
10 Settlement). Any Class Member who submits a timely and valid Request for Exclusion will not have  
11 any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a timely  
12 and valid Request for Exclusion on or before the Response Deadline shall be members of the Class  
13 (i.e., a Participating Class Member) and will be bound by all terms of the Settlement and the Final  
14 Approval Order entered in this Action. No later than fourteen (14) calendar days after the Response  
15 Deadline, the Settlement Administrator shall provide Defense Counsel with a complete list of all Class  
16 Members who have submitted timely and valid Requests for Exclusion, including their full name and  
17 social security number or employee number. The Settlement Administrator shall provide Class  
18 Counsel with a summary report that includes only the number of Requests for Exclusion received by  
19 the Settlement Administrator.

20 8.2 Notices of Objections. The Notice of Settlement shall state that Class Members who  
21 wish to object to the Settlement have the opportunity to do so by (1) appearing at the Final Approval  
22 Hearing and communicating their objection to the Court and/or (2) submitting a written Notice of  
23 Objection to the Settlement Administrator by the Response Deadline. Only Participating Class  
24 Members (i.e., Class Members who do not opt out) are permitted to object to the Settlement  
25 Agreement. The Class Notice will request, but not require, that Class Members who wish to submit a  
26 written Notice of Objection include their: (1) full name, address, and employee number or last four  
27 digits of their social security number; and (2) hand sign the Notice of Objection. The Class Notice  
28 will also request that Class Members submitting a written Notice of Objection (3) state the case name

1 and number, *i.e.*, *Robert Vega v. Marathon Petroleum Logistics Services, LLC, et al.*, Case No.  
2 20STCV19405, pending in Los Angeles Superior Court, and the basis for the objection. Class  
3 Members do not need to submit a written Notice of Objection to appear at the Final Approval Hearing  
4 to voice their objection to the Court. Class Members who fail to submit a Notice of Objection and/or  
5 appear at the Final Approval Hearing to communicate their objection to the Court shall be deemed to  
6 have waived any objections and shall be foreclosed from making any objections to the Settlement  
7 following the Final Approval Hearing. The Settlement Administrator shall forward all written  
8 objections to Class Counsel and Defense Counsel within 3 days of receipt.

9 8.3 No Solicitation of Exclusions or Objections. The Parties agree to use their best efforts  
10 to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to  
11 solicit or otherwise encourage Class Members to submit a Notice of Objection to or Request for  
12 Exclusion from the Settlement or to appeal from the Court's Final Approval Order. Class Counsel  
13 shall not represent Class Members with respect to any objections or appeals to this Settlement.

14 8.4 Option to Terminate Settlement. Defendants, at their sole discretion, shall have the  
15 right, but not the obligation, to revoke the Settlement if ten percent (10%) or more of the total number  
16 of Class Members timely submit a Request for Exclusion. Defendants shall exercise their revocation  
17 right, if at all, within fourteen (14) calendar days of the Response Deadline by providing written notice  
18 to Class Counsel. If Defendants exercise a right to void the Settlement pursuant to this Paragraph, this  
19 Settlement Agreement and any related settlement documents shall be null and void, and any class  
20 certified for settlement purposes will be vacated. In such an event, neither this Settlement Agreement,  
21 related settlement documents, nor the negotiations leading to the Settlement may be used as evidence  
22 for any purpose, and Defendants shall retain the right to challenge all claims and allegations in the  
23 action, to assert all applicable defenses, and to dispute the propriety of class certification on all  
24 applicable grounds.

25 **9. FINAL APPROVAL PROCEDURES.**

26 9.1 Settlement Administrator Declaration in Support of Final Approval. No fewer than  
27 thirty (30) calendar days prior to the Final Approval Hearing, the Settlement Administrator shall  
28 provide the Parties with a declaration of due diligence detailing the actions taken by the Settlement

1 Administrator to administer the Settlement to date, proof of mailing with regard to the mailing of the  
2 Notice of Settlement, all attempts to locate Class Members, and detailing all incurred and anticipated  
3 Settlement Administration Costs. Class Counsel shall be responsible for working with the  
4 Administrator to timely submit the declaration of due diligence to the Court.

5 9.2 Motion for Final Approval. As soon as practicable after the Response Deadline,  
6 Plaintiff will file a motion for Final Approval, asking the Court to issue a Final Approval Order  
7 substantially in the form attached as **Exhibit C**. Plaintiff's submission will include any motions,  
8 memoranda and evidence as may be necessary for the Court to determine that this Settlement  
9 Agreement is fair, adequate and reasonable.

10 9.3 Final Approval Hearing. The Parties will request that the Court hold a Final Approval  
11 Hearing approximately 120 days after the Preliminary Approval Date or as soon thereafter as the  
12 Court's calendar permits, where objections, if any, may be heard and the Court shall determine whether  
13 the Settlement should be finally approved, and if so, the amounts payable for: (1) Class Counsel Fees  
14 Award; (2) the Class Counsel Costs Award; (3) Plaintiff's Service Award; (4) Individual Settlement  
15 Payments; and (5) Settlement Administration Costs.

16 9.4 Entry of Final Approval Order. If the Court approves this Settlement at the Final  
17 Approval Hearing, the Parties shall request that the Court enter a Final Approval Order, substantially  
18 in the form of **Exhibit C**. After granting final approval of the Settlement and entering judgment, the  
19 Court shall retain jurisdiction over the Parties to enforce and implement the terms of the judgment.

20 **10. ADMINISTERING THE SETTLEMENT.**

21 10.1 Funding and Allocation of Settlement.

22 10.1.1 Settlement Accounting. No more than ten (10) calendar days after the Final  
23 Approval Order, the Settlement Administrator will provide the Parties with an accounting of all  
24 anticipated payments from the Settlement Fund Account, including: (1) the total amount of Individual  
25 Settlement Payments; (2) the PAGA Award; (3) Plaintiff's Service Award; (4) the Class Counsel Fees  
26 Award; (5) the Class Counsel Costs Award; and (6) Settlement Administration Costs, all as specified  
27 in this Settlement Agreement and approved by the Court.  
28

1           10.1.2   Funding the Settlement. Within fifteen (15) calendar days following the date  
2 when all conditions of the Effective Date have been satisfied (aside from funding by Defendants),  
3 Defendants shall fund the Settlement by providing the Total Settlement Amount to the Settlement  
4 Administrator.

5           10.1.3   Distributing The Settlement: The Settlement Administrator shall deposit the  
6 funds in the Settlement Fund Account and will disburse the funds in the manner and at the times set  
7 forth in this Settlement Agreement, including paying the Individual Settlement Payments, Class  
8 Counsel Fees Award, Class Counsel Costs Award, Settlement Administration Costs, Plaintiff's  
9 Service Award, and PAGA Award within ten (10) calendar days following the date on which  
10 Defendants fund the Settlement.

11           10.1.4   Resolving Disputes Regarding Class Information & Pay Periods: Defendant's  
12 business records will govern for purposes of administering the settlement. Defendant will use its best  
13 efforts to identify, collect, and provide accurate Class Information to the Settlement Administrator.  
14 Defendants' business records are presumed to be accurate and correct.

15           Each Class Member's estimated pay periods worked during the Class Period where, in the  
16 same pay period, the employee worked overtime and received a "Regular Rate Adj." payment will be  
17 specified in the Class Notice. Class Members can challenge the estimated pay periods by submitting  
18 information and documentation to the Settlement Administrator on or before the Response Deadline  
19 to support the challenge. The Settlement Administrator will notify Class Counsel and Defendants'  
20 counsel of any challenges and give Defendants the opportunity to investigate the challenge. The  
21 Settlement Administrator's determination will be final and binding and must be made prior to the Final  
22 Approval Hearing. In resolving disputes, any timely and successful challenges will potentially affect  
23 only how the Net Distribution Fund is apportioned to Participating Class Members and PAGA  
24 Employees but cannot result in Defendants paying any greater amount to fund this Settlement than the  
25 maximum Total Settlement Amount specified in this Settlement Agreement.

26           Class Members, PAGA Employees, and other current or former employees have no right to  
27 assert any claim that they were improperly excluded from the Settlement or that their individual  
28 payment was improperly calculated through ignorance, oversight, error or otherwise after the

1 Settlement Administrator's distribution of Individual Settlement Payments in accordance with this  
2 Agreement and the Court's Final Approval Order.

3 10.2 No Effect on Employee Benefits. The Individual Settlement Payments made to  
4 Participating Class Members and PAGA Payments made to PAGA Employees under this Agreement  
5 shall not be utilized to calculate any additional benefits under any Collective Bargaining Agreements,  
6 union-sponsored benefits, and/or benefit plans to which any Participating Class Members or Class  
7 Members or PAGA Employees may be eligible, including, but not limited to: profit-sharing plans,  
8 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any  
9 other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights,  
10 contributions, or amounts to which any Participating Class Members, Class Members and PAGA  
11 Employees may be entitled under any benefit plans.

12 **11. MISCELLANEOUS PROVISIONS.**

13 11.1 No Admission of Liability. Defendants, on behalf of themselves and the respective  
14 Released Parties, specifically deny all of the allegations in the operative Complaint and in the July 25,  
15 2019 PAGA letter Plaintiff filed with the LWDA prior to bringing the Action. Defendants further  
16 deny the allegations that the Class Members and PAGA Employees were harmed by the conduct  
17 alleged in the Action. This Settlement Agreement is a compromise of highly disputed claims. Nothing  
18 contained in this Settlement Agreement and no documents referred to herein and no action taken to  
19 carry out this Settlement Agreement may be construed or used as an admission by or against  
20 Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.  
21 Defendants reserve the right to assert any and all available defenses to the Claims in this Action in the  
22 event this Settlement does not become final and binding for any reason.

23 11.2 Nullification of Settlement Agreement. In the event: (1) the Court does not enter or  
24 amend the Preliminary Approval Order as provided herein; (2) the Court does not enter a Final  
25 Approval Order as provided herein; or (3) the the Effective Date does not occur for any other reason,  
26 this Settlement Agreement shall be null and void and any order entered by the Court in furtherance of  
27 this Settlement shall be treated as void from the beginning. In such case, the Parties shall be returned  
28 to their respective statuses as of the date and time immediately prior to the execution of this Settlement

1 Agreement and the Parties shall proceed in all respects as if this Settlement Agreement had not been  
2 executed, except that any Settlement Administration Costs already incurred by the Settlement  
3 Administrator shall be paid by the Parties in equal shares. In the event an appeal is filed from the  
4 Court's Final Approval Order or from an order rejecting any motion to intervene, or any other appellate  
5 review is sought, Settlement administration shall be stayed pending final resolution of the appeal and  
6 Defendant will not be required to fund this Settlement until and unless the Effective Date is reached.

7 11.3 Exhibits and Headings. The terms of this Settlement Agreement include the terms set  
8 forth in **Exhibits A-C** attached, which are incorporated by this reference as though fully set forth  
9 herein. All **Exhibits A-C** to this Settlement Agreement are an integral part of the Settlement. The  
10 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for  
11 convenience only and do not constitute a part of this Settlement Agreement.

12 11.4 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
13 except such proceedings necessary to implement and complete the Settlement, pending the Final  
14 Approval Hearing to be conducted by the Court.

15 11.5 Amendment or Modification. This Settlement Agreement may be amended or  
16 modified only by a written instrument signed by Defense Counsel and Class Counsel or their  
17 successors-in-interest.

18 11.6 Entire Agreement. This Settlement Agreement and the attached **Exhibits A-C**  
19 constitute the entire agreement among the Parties, and no oral or written representations, warranties  
20 or inducements have been made to any Party concerning this Settlement Agreement or its **Exhibits A-**  
21 **C** other than the representations, warranties and covenants contained and memorialized in the  
22 Settlement Agreement and **Exhibits A-C**.

23 11.7 Authorization to Enter Into Settlement Agreement. Defense Counsel and Class  
24 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to  
25 negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be  
26 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person signing  
27 this Settlement Agreement on behalf of Marathon Petroleum Logistics Services LLC and Marathon  
28 Petroleum Company LP represents and warrants that s/he is authorized to sign this Settlement



1 Agreement on behalf of the respective entities. Plaintiff represents and warrants he is authorized to  
2 sign this Settlement Agreement and that he has not assigned any Class Claim or PAGA Claim covered  
3 by this Settlement to a third-party. The Parties and their counsel agree to cooperate with each other  
4 fully and to use their best efforts to effect the implementation of the Settlement. Such cooperation  
5 includes, but is not limited to, execution of such other documents and the taking of such other actions  
6 as may be reasonably necessary to fulfill the terms of this Settlement. In the event the Parties are  
7 unable to reach agreement on the form or content of any document needed to implement the Settlement  
8 or on any supplemental provisions that may become necessary to effectuate the terms of this  
9 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

10 11.8 Binding On Successors and Assigns. This Settlement Agreement shall be binding  
11 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12 11.9 California Law Governs. All terms of this Settlement Agreement and **Exhibits A-C**  
13 hereto shall be governed by and interpreted according to the laws of the State of California.

14 11.10 Participation in Drafting Settlement Agreement. The Settlement shall not be construed  
15 in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement  
16 Agreement.

17 11.11 Invalidity of Any Provision. Before declaring any provision of this Settlement  
18 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent  
19 possible consistent with applicable precedent so as to define all provisions of this Settlement  
20 Agreement valid and enforceable.

21 11.12 Publicity. Plaintiff Vega and Class Counsel agree to discuss the terms of this  
22 Settlement only in filings submitted to a court or court hearings to establish their adequacy to serve as  
23 a class representative and/or Class Counsel in this Action, in declarations submitted to a court in  
24 support of a motion for attorneys' fees in this Action, and in discussions with Class Members in the  
25 context of administering this Settlement. Plaintiff and Class Counsel agree not to otherwise publicize  
26 this Settlement, including, but not limited to, issuing press releases, posting summaries online, or  
27 otherwise speaking to the press regarding the terms of this Settlement. If Plaintiff or Class Counsel  
28

1 are contacted by members of the press or others, they will respond only that the lawsuit exists and has  
2 been resolved.

3 11.13 Notices. Unless otherwise specifically provided, all notices, demands or other  
4 communications in connection with this Settlement Agreement shall be in writing and sent to:

5  
6 **To Plaintiff:**

7 BRIAN J. MANKIN, Bar No. 216228  
8 [brian@lmlfirm.com](mailto:brian@lmlfirm.com)  
9 PETER J. CARLSON, Bar No. 295611  
10 [peter@lmlfirm.com](mailto:peter@lmlfirm.com)  
11 LAUBY MANKIN & LAUBY, LLP  
12 4590 Allstate Drive  
13 Riverside, CA 92501  
14 Telephone: 951.320.1444  
15 Fax No.: 951.320.1445

6 **To Defendant:**

7 JODY A. LANDRY, Bar No. 125743  
8 [jlandry@littler.com](mailto:jlandry@littler.com)  
9 JOSHUA D. LEVINE, Bar No. 239563  
10 [jdlevine@littler.com](mailto:jdlevine@littler.com)  
11 KARA A. COLE, Bar No. 306515  
12 [kcole@littler.com](mailto:kcole@littler.com)  
13 LITTLER MENDELSON, P.C.  
14 501 W. Broadway, Suite 900  
15 San Diego, CA 92101.3577  
16 Telephone: 619.232.0441  
17 Fax No.: 619.232.4302

18 11.14 Execution by Class Members. It is agreed it is impossible or impractical to have each  
19 Class Member execute this Settlement Agreement. The Notice of Settlement will therefore advise all  
20 Class Members of the binding nature of the Settlement and its released Class Claims and PAGA  
21 Claims, which release shall have the same force and effect as if each Participating Class Member  
22 executed this Settlement Agreement individually.

23 11.15 Execution by Plaintiff. Plaintiff, by signing this Settlement Agreement, is bound by  
24 the terms herein and further agrees not to submit any Request for Exclusion from or Notice of  
25 Objection to the Settlement. Any such Request for Exclusion or Notice of Objection shall therefore  
26 be void and of no force or effect.

27 11.16 Counterparts. This Settlement Agreement shall become effective upon its execution  
28 by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, which  
shall have the same force and effect as if each had signed the same instrument. Copies of the executed

1 Settlement Agreement shall be effective for all purposes as though the signatures contained therein  
2 were original signatures.

3 IT IS SO AGREED:

4 Dated: \_\_\_\_\_, 2022

5 \_\_\_\_\_  
6 ROBERT VEGA  
7 PLAINTIFF

8 Dated: \_\_\_\_\_, 2022

9 By: \_\_\_\_\_  
10 Name: \_\_\_\_\_  
11 Title: \_\_\_\_\_  
12 DEFENDANT MARATHON PETROLEUM  
13 LOGISTICS SERVICES LLC

14 Dated: \_\_\_\_\_, 2022

15 By: \_\_\_\_\_  
16 Name: \_\_\_\_\_  
17 Title: \_\_\_\_\_  
18 DEFENDANT MARATHON PETROLEUM  
19 COMPANY LP

20 APPROVED AS TO FORM:

21 Dated: \_\_\_\_\_, 2022

22 \_\_\_\_\_  
23 BRIAN J. MANKIN  
24 PETER J. CARLSON  
25 LAUBY MANKIN & LAUBY, LLP

26 Attorneys for Plaintiff  
27 ROBERT VEGA

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Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
JODY LANDRY  
JOSHUA LEVINE  
KARA COLE

Attorneys for Defendants  
MARATHON PETROLEUM LOGISTICS  
SERVICES LLC and MARATHON  
PETROLEUM COMPANY LP

END OF DOCUMENT

EXHIBIT "3"

**NOTICE OF CLASS ACTION SETTLEMENT**

***Robert Vega, et al. v. Marathon Petroleum Logistics Services, LLC, et al.***  
Superior Court of California, County of Los Angeles  
Case No. 20STCV19405

To: All current and former non-exempt employees employed by Marathon Petroleum Logistics Services LLC in the State of California who, in the same pay period, worked overtime and received a “Regular Rate Adj.” payment from April 6, 2019 through December 31, 2021

Please read this notice carefully – it provides important information about your legal rights and obligations under an agreement to settle a class/representative action lawsuit.

**1. WHY IT IS IMPORTANT TO READ THIS NOTICE**

Judge Maren Nelson of the Los Angeles County Superior Court (the “Court”) has preliminarily approved a class/representative action settlement (the “Settlement” or “Settlement Agreement”) of all claims that were or could have been asserted based on the facts alleged in the lawsuit titled *Robert Vega, et al. v. Marathon Petroleum Logistics Services LLC, et al.*, Los Angeles Superior Court Case No. 20STCV19405 (the “Action”).

The Settlement affects all current and former non-exempt employees employed by Marathon Petroleum Logistics Services LLC (“MPLS”) in the State of California who, in the same pay period, worked overtime and received a “Regular Rate Adj.” payment from April 6, 2019 through December 31, 2021 (the “Class Members”). The period from April 6, 2019, through December 31, 2021, is referred to in this Notice and the Settlement as the “Class Period.”

You have received this Notice of Settlement because MPLS’s records show that you are a Class Member.

This Notice of Settlement provides you with a description of the lawsuit, informs you of the key terms of the proposed Settlement, and discusses your rights and options under the Settlement. ***It is important that you read this Notice of Settlement carefully as your rights will be affected by the Settlement.*** Your options are described below:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT</b>	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
<b>EXCLUDE YOURSELF</b>	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you

	<p>choose to opt-out, you must submit a Request for Exclusion from the Settlement Class by [REDACTED], 2023 (see Section 4 below for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment for the Class Claims and will not release the Released Class Claims described in Section IV, and (2) be barred from filing an objection to the settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties to the extent you are a PAGA Employee.</p>
<b>OBJECT</b>	<p>If you decide to object to the settlement you have the opportunity to do so by (1) appearing at the Final Approval Hearing and communicating your objection to the Court and/or (2) submitting a written Notice of Objection to the Settlement Administrator stating why you object to the settlement by [REDACTED], 2023 (see Section 4 for more details on how to object).</p>

**2. WHAT THIS ACTION AND SETTLEMENT IS ABOUT**

A class/representative action is a lawsuit where one or more representative plaintiffs brings claims on behalf of many people to be decided in a single court proceeding.

Plaintiff Robert Vega (“Vega” or “Plaintiff”) is a former, unionized transport driver employed by Marathon Petroleum Logistics Services, LLC (“MPLS”). Vega filed this lawsuit on May 21, 2020 against MPLS and Marathon Petroleum Company, LP (collectively “Defendants”) alleging class and Private Attorney General Act (“PAGA”) representative claims for Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226).

In support of his two causes of action, Plaintiff alleged that wage statements (i.e., pay stubs) received by Class Members did not accurately display the correct overtime rate of pay. More specifically, Plaintiff alleged that on each occasion that a Class Member earned a “Reg Rate Adj Sched” or “Reg Rate Adj.” payment and worked overtime in a workweek, the wage statements only reflected the overtime rate of 1.5 times the base hourly rate, which failed to account for and include the “Reg Rate Adj.” line-item. As a result, Plaintiff contends that Defendants violated Labor Code § 226(a)(9) on each occasion that it failed to provide wage statements that informed the employees of the accurate overtime rate of pay (i.e., the amount of overtime actually paid for each overtime hour worked).

Defendants denied and continue to deny Vega’s claims, but agreed to discuss whether the case could be resolved without ongoing litigation. After months of information exchanges and negotiations, the parties reached this Settlement.

This Settlement is not an admission of any wrongdoing by Defendants or an indication that Defendants violated any law. The Court did not decide in favor of Plaintiff or Defendants as to

the merits of the case. There was no trial. Instead, both sides agreed to a resolution of the Action. The Settlement is intended to allow the Parties to avoid the costs of further litigation and a trial, while allowing Class Members and PAGA Employees (defined as current and former non-exempt employees employed by MPLS in the State of California who, in the same pay period, worked overtime and received a “Regular Rate Adj.” payment from April 6, 2019 through December 31, 2021 to receive payments from the Settlement as specified below.

Plaintiff and his attorneys, who were preliminarily appointed as representatives for the Class, believe the Settlement is in the best interests of all Class Members.

Defendants will not take any adverse action 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 as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate as further detailed in Section 3 below.

### **3. SUMMARY OF THE TERMS OF THE SETTLEMENT**

#### **I. The Total Settlement Amount**

The Total Settlement Amount is Four Hundred Fifty-Five Thousand Two Hundred Ninety Dollars (\$455,290), which is the maximum amount Defendants will pay as part of the Settlement. The Total Settlement Amount will be distributed as follows:

Class Counsel’s Fees and Costs Award: Plaintiff’s counsel (“Class Counsel”) have been prosecuting the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have 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 costs. Class Counsel will ask for fees of \$137,500 of the common fund Total Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$10,000 for the costs Class Counsel incurred in connection with the Action.

Service Award to Class Representative: Plaintiff Robert Vega has been appointed as the Class Representative. Class Counsel will ask the Court to award him a Service Award in the amount of \$5,000 to compensate him for service and in exchange for a general release of claims. The Class Representative also will receive his individual share of the Settlement as a Class Member.

PAGA Award: Under the Settlement, \$31,680 of the Total Settlement Amount will be allocated to Plaintiff’s PAGA Claims. Of this amount, \$23,760 will be paid to the California Labor & Workforce Development Agency (“LWDA”) in satisfaction of the claims for civil penalties under PAGA, and the remaining \$7,920 will be divided between all PAGA Employees based on the number of pay periods worked during the PAGA Period, regardless of their receipt of payments for settlement of the Class Claims. You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid pursuant to PAGA. PAGA Employees includes “all current and former non-exempt employees employed by Defendant in California who, in the same pay period,



worked overtime and received a “Regular Rate Adj.” payment during the PAGA Period of April 6, 2019 through December 31, 2021.” You will receive your allocated portion of this payment and will be bound by the release of all such PAGA Claims without regard to your selected option discussed in Section 4 below.

Costs of Administration: The Court has approved Phoenix Settlement Administrators (the “Settlement Administrator”) to administer this Settlement. The Court has preliminarily approved Settlement Administration Costs not to exceed \$9,750. The cost of administration will be paid from the Total Settlement Amount.

Net Distribution Fund: After deducting the amounts above from the Total Settlement Amount, the balance will form the Net Distribution Fund for distribution to Participating Class Members (who are Class Members who do not opt-out). Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Distribution Fund according to the formula and calculations set forth in the section immediately below entitled “Calculation of Individual Settlement Payments.”

Tax Issues: Each Individual Settlement Payment shall be allocated as penalties and interest only. There will be no deduction taken from these payments (because the claims in the lawsuit do not include unpaid wage claims); however, all payments will be reported on IRS Form 1099 as income. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Settlement Payments. Participating Class Members and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on their Settlement Payments. Accordingly, Participating Class Members and PAGA Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement if they have any questions.

Uncashed Checks: All Participating Class Members and PAGA Employees will receive an Individual Settlement Payment based on the calculations detailed below, without needing to make a claim. Checks must be cashed within 180 days. On the 181st day, checks are void and uncashed funds will be transmitted by the Settlement Administrator to the California State Controller Unclaimed Property Fund in the name of the Class Member/PAGA Employee.

## **II. Calculation of Individual Settlement Payments**

Participating Class Members – i.e., all Class Members who do not submit a timely Request for Exclusion as explained in the “Option 2: Request Exclusion from the Settlement” section below – will receive an Individual Settlement Payment based on the calculation detailed below.

In addition, all “PAGA Employees” will receive a prorated portion of the 25% of the PAGA Award based on their prorated number of pay periods during the PAGA period using the calculation detailed below.

Pay Period Calculations - Class: MPLS will calculate the total number of pay periods that all Participating Class Members worked during the Class Period where, in the same pay period, the employees worked overtime and received a “Regular Rate Adj.” (also sometimes referenced as a

“Regular Rate Adj Sched”) payment (“Total Class Pay Periods”). The value of each pay period shall be determined by the Settlement Administrator by dividing the Net Distribution Fund (less the 25% of the PAGA Award to be distributed to PAGA Employees) by the total number of pay periods worked by Participating Class Members during the Class Period where, in the same pay period, these employees worked overtime and received a “Regular Rate Adj.” payment (“Class Pay Period Value”).

PAGA Employee Calculations: For PAGA Employees, MPLS will calculate the total number of pay periods that each PAGA Employee worked during the PAGA Period where, in the same pay period, these employees worked overtime and received a “Regular Rate Adj.” payment (“Total PAGA Pay Periods”). The value of each PAGA Pay Period shall be determined by the Settlement Administrator by dividing the 25% of the PAGA Award allocated for PAGA Employees by the Total PAGA Pay Periods for all PAGA Employees (“PAGA Pay Period Value”). A Class Member who is also a PAGA Employee will receive a payment under this section even if they opt-out of the Class settlement and will be bound by the release of the PAGA claims released through this Settlement.

Individual Settlement Payments: To determine the “Individual Settlement Payment” for each Class Member, the Settlement Administrator will multiply the individual’s Total Class Pay Periods by the Class Pay Period Value (if the Class Member is a Participating Class Member) and the individual's Total PAGA Pay Periods by the PAGA Pay Period Value. The Individual Settlement Payment will be reduced by any required legal deductions. Review the information below, which shows (1) the estimated number of pay periods where Defendants’ records show you worked overtime and received a “Reg Rate Adj” (or “Reg Rate Adj Sched”) payment in the same pay period from April 6, 2019 through December 31, 2021 ; and (2) your corresponding estimated individual settlement payments:

	Pay Periods Credited	Estimated Ind. Settlement Payment
As a Class Member	INSERT	\$INSERT
As a PAGA Employee	INSERT	\$INSERT

If you believe the number of pay periods you were credited above is incorrect (i.e., you worked a different number of pay periods from April 6, 2019 through December 31, 2021 where, in the same pay period, you worked overtime and received a “Regular Rate Adj.” (sometimes also referred to as a “Regular Rate Adj Sched” payment), you can challenge this estimate by submitting evidence to the Settlement Administrator, Phoenix Settlement Administrators, ***prior to the Response Deadline on [insert date of opt out/objection deadline]*** showing what you believe is the correct number of pay periods you should be credited from April 6, 2019 through December 31, 2021 where, in the same pay period, you worked overtime and received a “Regular Rate Adj.” or “Regular Rate Adj Sched” payment. The Settlement Administrator will notify the Parties of any challenges and give Defendant the opportunity to investigate the challenge and provide relevant information and documents to the Settlement Administrator. All challenges to the calculated pay periods will be resolved by the Settlement Administrator after taking into consideration any information and documentation provided by you and Defendants. The Settlement Administrator’s

determination will be final and binding and will be made prior to the calculation and distribution of the Individual Settlement Payments.

### **III. Release of Claims**

Unless you request to be excluded from the Settlement, you will be unable to sue, continue to sue or be a part of any other lawsuit against Defendants and other Released Parties (defined below) regarding the “Class Member Released Claims” in this Settlement. Moreover, all PAGA Employees will be bound by the release of PAGA Released Claims, as discussed below. Further information about, and the definition of, the releases is provided below.

#### **A. Released Parties**

The Released Parties includes Marathon Petroleum Logistics Services, LLC, Marathon Petroleum Company, LP, and their respective subsidiaries, affiliates and/or parents; attorneys, and respective successors and predecessors in interest; all of their respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents; and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers (“Released Parties”).

#### **B. Releases**

The “Effective Date” of the Settlement means the date by which the Settlement is finally approved and the Court’s Final Approval Order becomes binding— *i.e.*, the date when there is no possibility of an appeal, writ, or further appeal that could potentially prevent the Settlement Agreement from becoming final and binding, which the Parties agree will be 65 calendar days after the notice of an order granting final approval of the Settlement is served, provided there have been no appeals filed within that time.

As of the Effective Date and Defendants’ funding of the Total Settlement Amount, Plaintiff, Participating Class Members, PAGA Employees and the State of California (acting through Plaintiff as its authorized PAGA representative) release the Released Parties from all Class Claims and PAGA Claims for the duration of the Class Period and PAGA Period, respectively. The Class Period and PAGA Period include the period from April 6, 2019 through December 31, 2021. The Class Member Released Claims include all claims for any debts, liabilities, demands, obligations, guarantees, penalties, damages, interest, attorneys’ fees, costs, and/or other amounts or relief recoverable under state or other applicable law that Plaintiff asserted or could have asserted in the Action – on behalf of himself and the putative Class Members – based on the facts alleged in Plaintiff’s Complaint and/or arising out of a claim for Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226), whether for economic or non-economic damages, restitution, injunctive relief or statutory penalties. The PAGA Released Claims include any and all claims Plaintiff asserted or could have asserted in the Action under PAGA based on the facts alleged in Plaintiff’s Complaint for Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226 and 2698, et seq.) and/or based on the Class Member Released Claims, on behalf of himself, the State of California and PAGA Employees for damages recoverable under PAGA, including civil penalties, interest, attorneys’ fees, costs, and any other relief recoverable under California

Labor Code § 2698, et seq. It is the intent of the Parties that the Final Approval Order entered by the Court shall have full *res judicata* (i.e., preclusive) effect and be final and binding upon Participating Class Members, PAGA Employees and the State of California regarding the Class Member Released Claims and PAGA Released Claims.

Class Members who do not opt out (i.e., submit a timely Request for Exclusion as explained below) will release the Class Member Released Claims for the duration of the Class Period (i.e., from April 6, 2019 through December 31, 2021).

PAGA Employees will be bound by the release of the PAGA Claims for the duration of the PAGA Period (i.e., from April 6, 2019 through December 31, 2021 and will receive a share of the PAGA Award, notwithstanding any request to opt-out of the Class Claims.

Plaintiff Vega’s Complete and General Release:

Plaintiff Vega only is agreeing to a Complete and General Release of all claims as part of this Settlement and as consideration for the Service Award specified above.

**4. YOUR OPTIONS REGARDING THIS CLASS ACTION SETTLEMENT**

**I. First Option: Do Nothing and Receive an Individual Settlement Payment if the Settlement Becomes Final and Binding**

*You do not need to do anything to participate in this Settlement.* If the Settlement becomes binding and you do nothing, you will receive an Individual Settlement Payment. The amount of the Individual Settlement Payment will depend, in part, on the amounts approved by the Court and will be calculated based on the Individual Settlement Payment calculation described above. If you disagree with the number of Pay Periods credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. If you do nothing, you will also be bound by the Settlement and you will be releasing all Class Member Released Claims and PAGA Released Claims in exchange for an Individual Settlement Payment, as explained above.

**II. Second Option: Request Exclusion from the Settlement**

If you do not wish to participate in the settlement for any reason, you must submit a written letter, called a “Request for Exclusion,” to the Settlement Administrator.

To be valid, the Request for Exclusion need not use specific language, but must be hand signed and contain sufficient information to verify your identity (e.g., your full name, address, and employee number or last four digits of your social security number) and confirm that you wish to be excluded from the Settlement and any payment and release associated with the settlement of the Class Claims as set forth in this Notice and the Settlement Agreement.

To be timely, the Request for Exclusion must be postmarked and mailed to the Settlement Administrator at the address below **on or before [Date]** (the “Response Deadline”). Requests for Exclusion postmarked after this date may be disregarded.

*Vega v. Marathon Petroleum Logistics Services LLC, et al.* Class Action  
c/o Phoenix Settlement Administrators  
[INSERT ADDRESS]  
[INSERT PHONE NUMBER]

**Any Class Members who submit a timely and valid Request for Exclusion will NOT receive any money from the Settlement of the Class Claims and will not be bound by the terms of the Settlement or the release of the Class Claims.** Any Class Member who submits a timely and valid Request for Exclusion will also not have any right to object, appeal or comment on the Settlement. The only exception is that if you are also a PAGA Employee you will still release the PAGA Claims and receive a portion of the PAGA Award as there is no right to opt out of the PAGA release.

Class Members who do **not** submit a timely and valid Request for Exclusion on or before the Response Deadline will be deemed “Participating Class Members.” As described above, each Participating Class member will receive an Individual Settlement Payment and will be bound by all terms of the Settlement and the Final Approval Order entered in this Action.

### **III. Third Option: Object to the Settlement**

If you do not believe the Settlement is fair, you can object and ask the Court to deny approval of the Settlement. If the Court grants approval over your objection, you will remain a Class Member, will release the Class Claims for the Class Period, and you will still receive an Individual Settlement Payment as described above.

You can object to the Settlement by (1) appearing at the Final Approval Hearing (either in person or through your own attorney) and communicating your objection to the Court and/or (2) submitting a written Notice of Objection to the Settlement Administrator **on or before [Date]** (the “Response Deadline”). If you appear at the Final Approval Hearing through your own attorney, you are responsible for paying that attorney.

There is no specific language required for the Court to consider your written objection, but to confirm that you are a Class Member in this case and evaluate the nature of your objection, the Parties request that your written objection include (1) your full name, address and employee number or last four digits of your social security number; (2) your signature; (3) the case name, *i.e.*, *Robert Vega v. Marathon Petroleum Logistics Services LLC, et al.*, Case No. 20STCV19405, pending in Los Angeles Superior Court, and the specific reasons why you object to the Settlement.

**To ensure the Court has time to consider written objections at or prior to the Final Approval Hearing, the Notices of Objection should be postmarked and mailed to the Settlement Administrator at the address below on or before [Date]** (the “Response Deadline”).

*Vega v. Marathon Petroleum Logistics Services LLC, et al.* Class Action  
c/o Phoenix Settlement Administrators  
[INSERT ADDRESS]

[INSERT PHONE NUMBER]

The Court will consider any written Notices of Objection received prior to the Final Approval Hearing and any oral objections made at the Final Approval Hearing. All objections (written and oral) must be made prior to or at the Final Approval Hearing to be considered by the Court.

## 5. NEXT STEPS

### I. The Court's Final Approval Hearing

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] .m. in the Los Angeles County Superior Court Department 17, 312 North Spring Street, Los Angeles, CA 90012, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Class Counsel Fees Award, Class Counsel Costs Award, Plaintiff's Service Award, PAGA Award, Settlement Administration Costs, and Individual Settlement Payments to Participating Class Members.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Class Members are advised to confirm the hearing date and time with Class Counsel (at the contact information provided in section 5.II. below) if they intend to appear at the Final Approval Hearing.

### II. How to Obtain Additional Information

This Notice summarizes the proposed Settlement. If you have questions about the Settlement, you can contact the Settlement Administrator at:

*Vega v. Marathon Petroleum Logistics Services LLC, et al.* Class Action  
c/o Phoenix Settlement Administrators  
[INSERT ADDRESS]  
[PHONE NUMBER]

You can also request a copy of the full Settlement Agreement from the Settlement Administrator at the address and phone number above or view it by visiting a website set up by the Settlement Administrator at: [INSERT WEBSITE ADDRESS] .

You may also contact Class Counsel with any questions and/or to confirm the date and time of the Final Approval Hearing at:

Brian Mankin, Esq.  
*brian@LMLfirm.com*  
Peter Carlson, Esq.  
*peter@LMLfirm.com*  
Lauby Mankin Lauby LLP  
4590 Allstate Drive  
Riverside, CA 92501  
Tel: (951) 320-1444

### III. Court's Social Distancing Guidelines

Based on current conditions, including but not limited to, the spread of COVID-19 disease, the state of emergency having been declared by Governor Gavin Newsom, the need for social distancing, Class Members are encouraged to appear remotely via LACourtConnect which can be arranged at <http://www.lacourt.org/lacc/> or by contacting the Judicial Assistant in Department 17 for further instructions. If they wish to do so, Class Members should make an appointment to review the court files for this case by referring to the instructions available at <https://www.lacourt.org/>.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, MARATHON PETROLEUM LOGISTICS SERVICES LLC, MARATHON PETROLEUM COMPANY, LP OR THEIR ATTORNEYS TO INQUIRE ABOUT THIS SETTLEMENT.**

EXHIBIT "4"



**NOTICE OF CLASS ACTION SETTLEMENT**

***Robert Vega, et al. v. Marathon Petroleum Logistics Services, LLC, et al.***  
Superior Court of California, County of Los Angeles  
Case No. 20STCV19405

To: All current and former non-exempt employees employed by Marathon Petroleum Logistics Services LLC in the State of California who, in the same pay period, worked overtime and received a “Regular Rate Adj.” payment from April 6, 2019 through December 31, 2021 ~~[DATE OF PRELIMINARY APPROVAL ORDER]~~.

Please read this notice carefully – it provides important information about your legal rights and obligations under an agreement to settle a class/representative action lawsuit.

**1. WHY IT IS IMPORTANT TO READ THIS NOTICE**

Judge Maren Nelson of the Los Angeles County Superior Court (the “Court”) has preliminarily approved a class/representative action settlement (the “Settlement” or “Settlement Agreement”) of all claims that were or could have been asserted based on the facts alleged in the lawsuit titled *Robert Vega, et al. v. Marathon Petroleum Logistics Services LLC, et al.*, Los Angeles Superior Court Case No. 20STCV19405 (the “Action”).

The Settlement affects all current and former non-exempt employees employed by Marathon Petroleum Logistics Services LLC (“MPLS”) in the State of California who, in the same pay period, worked overtime and received a “Regular Rate Adj.” payment from April 6, 2019 through December 31, 2021 ~~[DATE OF PRELIMINARY APPROVAL ORDER]~~ (the “Class Members”). The period from April 6, 2019, through December 31, 2021 ~~[DATE OF PRELIMINARY APPROVAL ORDER]~~, is referred to in this Notice and the Settlement as the “Class Period.”

You have received this Notice of Settlement because MPLS’s records show that you are a Class Member.

This Notice of Settlement provides you with a description of the lawsuit, informs you of the key terms of the proposed Settlement, and discusses your rights and options under the Settlement. ***It is important that you read this Notice of Settlement carefully as your rights will be affected by the Settlement.*** Your options are described below:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT</b>	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.

<b>EXCLUDE YOURSELF</b>	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion from the Settlement Class by [REDACTED], 202 <del>23</del> (see Section 4 below for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment for the Class Claims and will not release the Released Class Claims described in Section IV, and (2) be barred from filing an objection to the settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties to the extent you are a PAGA Employee.
<b>OBJECT</b>	If you decide to object to the settlement you have the opportunity to do so by (1) appearing at the Final Approval Hearing and communicating your objection to the Court and/or (2) submitting a written Notice of Objection to the Settlement Administrator stating why you object to the settlement by [REDACTED], 202 <del>23</del> (see Section 4 for more details on how to object).

**2. WHAT THIS ACTION AND SETTLEMENT IS ABOUT**

A class/representative action is a lawsuit where one or more representative plaintiffs brings claims on behalf of many people to be decided in a single court proceeding.

Plaintiff Robert Vega (“Vega” or “Plaintiff”) is a former, unionized transport driver employed by Marathon Petroleum Logistics Services, LLC (“MPLS”). Vega filed this lawsuit on May 21, 2020 against MPLS and Marathon Petroleum Company, LP (collectively “Defendants”) alleging class and Private Attorney General Act (“PAGA”) representative claims for Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226).

In support of his two causes of action, Plaintiff alleged that wage statements (i.e., pay stubs) received by Class Members did not accurately display the correct overtime rate of pay. More specifically, Plaintiff alleged that on each occasion that a Class Member earned a “Reg Rate Adj Sched” or “Reg Rate Adj.” payment and worked overtime in a workweek, the wage statements only reflected the overtime rate of 1.5 times the base hourly rate, which failed to account for and include the “Reg Rate Adj.” line-item. As a result, Plaintiff contends that Defendants violated Labor Code § 226(a)(9) on each occasion that it failed to provide wage statements that informed the employees of the accurate overtime rate of pay (i.e., the amount of overtime actually paid for each overtime hour worked).

Defendants denied and continue to deny Vega’s claims, but agreed to discuss whether the case could be resolved without ongoing litigation. After months of information exchanges and negotiations, the parties reached this Settlement.

This Settlement is not an admission of any wrongdoing by Defendants or an indication that Defendants violated any law. The Court did not decide in favor of Plaintiff or Defendants as to the merits of the case. There was no trial. Instead, both sides agreed to a resolution of the Action. The Settlement is intended to allow the Parties to avoid the costs of further litigation and a trial, while allowing Class Members and PAGA Employees (defined as current and former non-exempt employees employed by MPLS in the State of California who, in the same pay period, worked overtime and received a “Regular Rate Adj.” payment from April 6, 2019 through December 31, 2021 ~~[DATE OF PRELIMINARY APPROVAL ORDER]~~) to receive payments from the Settlement as specified below.

Plaintiff and his attorneys, who were preliminarily appointed as representatives for the Class, believe the Settlement is in the best interests of all Class Members.

Defendants will not take any adverse action 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 as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate as further detailed in Section 3 below.

### 3. SUMMARY OF THE TERMS OF THE SETTLEMENT

#### I. The Total Settlement Amount

The Total Settlement Amount is Four Hundred Fifty-Five Thousand Two Hundred Ninety Dollars (\$455,290) ~~One Hundred and Sixty-Five Thousand Dollars (\$165,000)~~, which is the maximum amount Defendants will pay as part of the Settlement. The Total Settlement Amount will be distributed as follows:

Class Counsel’s Fees and Costs Award: Plaintiff’s counsel (“Class Counsel”) have been prosecuting the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have 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 costs. Class Counsel will ask for fees of \$137,500 ~~one-third (\$55,000)~~ of the common fund Total Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$10,000 for the costs Class Counsel incurred in connection with the Action.

Service Award to Class Representative: Plaintiff Robert Vega has been appointed as the Class Representative. Class Counsel will ask the Court to award him a Service Award in the amount of \$5,000 to compensate him for service and in exchange for a general release of claims. The Class Representative also will receive his individual share of the Settlement as a Class Member.

PAGA Award: Under the Settlement, \$31,680 ~~10,000~~ of the Total Settlement Amount will be allocated to Plaintiff’s PAGA Claims. Of this amount, \$23,760 ~~7,500~~ will be paid to the California Labor & Workforce Development Agency (“LWDA”) in satisfaction of the claims for civil penalties under PAGA, and the remaining \$7,920 ~~2,500~~ will be divided between all PAGA Employees based on the number of pay periods worked during the PAGA Period, regardless of

their receipt of payments for settlement of the Class Claims. You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid pursuant to PAGA. PAGA Employees includes “all current and former non-exempt employees employed by Defendant in California who, in the same pay period, worked overtime and received a “Regular Rate Adj.” payment during the PAGA Period of April 6, 2019 through December 31, 2021~~[DATE OF PRELIMINARY APPROVAL ORDER]~~.” You will receive your allocated portion of this payment and will be bound by the release of all such PAGA Claims without regard to your selected option discussed in Section 4 below.

Costs of Administration: The Court has approved Phoenix Settlement Administrators (the “Settlement Administrator”) to administer this Settlement. The Court has preliminarily approved Settlement Administration Costs not to exceed \$9,7506,000. The cost of administration will be paid from the Total Settlement Amount.

Net Distribution Fund: After deducting the amounts above from the Total Settlement Amount, the balance will form the Net Distribution Fund for distribution to Participating Class Members (who are Class Members who do not opt-out). Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Distribution Fund according to the formula and calculations set forth in the section immediately below entitled “Calculation of Individual Settlement Payments.”

Tax Issues: Each Individual Settlement Payment shall be allocated as penalties and interest only. There will be no deduction taken from these payments (because the claims in the lawsuit do not include unpaid wage claims); however, all payments will be reported on IRS Form 1099 as income. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Settlement Payments. Participating Class Members and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on their Settlement Payments. Accordingly, Participating Class Members and PAGA Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement if they have any questions.

Uncashed Checks: All Participating Class Members and PAGA Employees will receive an Individual Settlement Payment based on the calculations detailed below, without needing to make a claim. Checks must be cashed within 180 days. On the 181st day, checks are void and uncashed funds will be transmitted by the Settlement Administrator to the California State Controller Unclaimed Property Fund in the name of the Class Member/PAGA Employee.

## **II. Calculation of Individual Settlement Payments**

Participating Class Members – i.e., all Class Members who do not submit a timely Request for Exclusion as explained in the “Option 2: Request Exclusion from the Settlement” section below – will receive an Individual Settlement Payment based on the calculation detailed below.

In addition, all “PAGA Employees” will receive a prorated portion of the 25% of the PAGA Award based on their prorated number of pay periods during the PAGA period using the calculation detailed below.

Pay Period Calculations - Class: MPLS will calculate the total number of pay periods that all Participating Class Members worked during the Class Period where, in the same pay period, the employees worked overtime and received a “Regular Rate Adj.” (also sometimes referenced as a “Regular Rate Adj Sched”) payment (“Total Class Pay Periods”). The value of each pay period shall be determined by the Settlement Administrator by dividing the Net Distribution Fund (less the 25% of the PAGA Award to be distributed to PAGA Employees) by the total number of pay periods worked by Participating Class Members during the Class Period where, in the same pay period, these employees worked overtime and received a “Regular Rate Adj.” payment (“Class Pay Period Value”).

PAGA Employee Calculations: For PAGA Employees, MPLS will calculate the total number of pay periods that each PAGA Employee worked during the PAGA Period where, in the same pay period, these employees worked overtime and received a “Regular Rate Adj.” payment (“Total PAGA Pay Periods”). The value of each PAGA Pay Period shall be determined by the Settlement Administrator by dividing the 25% of the PAGA Award allocated for PAGA Employees by the Total PAGA Pay Periods for all PAGA Employees (“PAGA Pay Period Value”). A Class Member who is also a PAGA Employee will receive a payment under this section even if they opt-out of the Class settlement and will be bound by the release of the PAGA claims released through this Settlement.

Individual Settlement Payments: To determine the “Individual Settlement Payment” for each Class Member, the Settlement Administrator will multiply the individual’s Total Class Pay Periods by the Class Pay Period Value (if the Class Member is a Participating Class Member) and the individual's Total PAGA Pay Periods by the PAGA Pay Period Value. The Individual Settlement Payment will be reduced by any required legal deductions. Review the information below, which shows (1) the estimated number of pay periods where Defendants’ records show you worked overtime and received a “Reg Rate Adj” (or “Reg Rate Adj Sched”) payment in the same pay period from April 6, 2019 through December 31, 2021 ~~[DATE OF PRELIMINARY APPROVAL ORDER]~~; and (2) your corresponding estimated individual settlement payments:

	Pay Periods Credited	Estimated Ind. Settlement Payment
As a Class Member	<u>INSERT</u>	<u>\$INSERT</u>
As a PAGA Employee	<u>INSERT</u>	<u>\$INSERT</u>

If you believe the number of pay periods you were credited above is incorrect (i.e., you worked a different number of pay periods from April 6, 2019 through December 31, 2021 ~~[date of preliminary approval order]~~ where, in the same pay period, you worked overtime and received a “Regular Rate Adj.” (sometimes also referred to as a “Regular Rate Adj Sched” payment), you can challenge this estimate by submitting evidence to the Settlement Administrator, Phoenix Settlement Administrators, *prior to the Response Deadline on* [insert date of opt out/objection deadline] showing what you believe is the correct number of pay periods you should be credited from April 6, 2019 through December 31, 2021 ~~[date of preliminary approval order]~~ where, in the same pay period, you worked overtime and received a “Regular Rate Adj.” or “Regular Rate Adj Sched” payment. The Settlement Administrator will notify the Parties of any challenges and give

Defendant the opportunity to investigate the challenge and provide relevant information and documents to the Settlement Administrator. All challenges to the calculated pay periods will be resolved by the Settlement Administrator after taking into consideration any information and documentation provided by you and Defendants. The Settlement Administrator's determination will be final and binding and will be made prior to the calculation and distribution of the Individual Settlement Payments.

### **III. Release of Claims**

Unless you request to be excluded from the Settlement, you will be unable to sue, continue to sue or be a part of any other lawsuit against Defendants and other Released Parties (defined below) regarding the "Class Member Released Claims" in this Settlement. Moreover, all PAGA Employees will be bound by the release of PAGA Released Claims, as discussed below. Further information about, and the definition of, the releases is provided below.

#### **A. Released Parties**

The Released Parties includes Marathon Petroleum Logistics Services, LLC, Marathon Petroleum Company, LP, and their respective subsidiaries, affiliates and/or parents; attorneys, and respective successors and predecessors in interest; all of their respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents; and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers ("Released Parties").

#### **B. Releases**

The "Effective Date" of the Settlement means the date by which the Settlement is finally approved and the Court's Final Approval Order becomes binding— *i.e.*, the date when there is no possibility of an appeal, writ, or further appeal that could potentially prevent the Settlement Agreement from becoming final and binding, which the Parties agree will be 65 calendar days after the notice of an order granting final approval of the Settlement is served, provided there have been no appeals filed within that time.

As of the Effective Date and Defendants' funding of the Total Settlement Amount, Plaintiff, Participating Class Members, PAGA Employees and the State of California (acting through Plaintiff as its authorized PAGA representative) release the Released Parties from all Class Claims and PAGA Claims for the duration of the Class Period and PAGA Period, respectively. The Class Period and PAGA Period include the period from April 6, 2019 through December 31, 2021~~the [Preliminary Approval Date]~~. The Class Member Released Claims include all claims for any debts, liabilities, demands, obligations, guarantees, penalties, damages, interest, attorneys' fees, costs, and/or other amounts or relief recoverable under state or other applicable law that Plaintiff asserted or could have asserted in the Action – on behalf of himself and the putative Class Members – based on the facts alleged in Plaintiff's Complaint and/or arising out of a claim for Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226), whether for economic or non-economic damages, restitution, injunctive relief or statutory penalties. The PAGA Released Claims include any and all claims Plaintiff asserted or could have asserted in the Action under

PAGA based on the facts alleged in Plaintiff’s Complaint for Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226 and 2698, et seq.) and/or based on the Class Member Released Claims, on behalf of himself, the State of California and PAGA Employees for damages recoverable under PAGA, including civil penalties, interest, attorneys’ fees, costs, and any other relief recoverable under California Labor Code § 2698, et seq. It is the intent of the Parties that the Final Approval Order entered by the Court shall have full *res judicata* (i.e., preclusive) effect and be final and binding upon Participating Class Members, PAGA Employees and the State of California regarding the Class Member Released Claims and PAGA Released Claims.

Class Members who do not opt out (i.e., submit a timely Request for Exclusion as explained below) will release the Class Member Released Claims for the duration of the Class Period (i.e., from April 6, 2019 through December 31, 2021 [~~date of preliminary approval order~~]).

PAGA Employees will be bound by the release of the PAGA Claims for the duration of the PAGA Period (i.e., from April 6, 2019 through December 31, 2021 [~~date of preliminary approval order~~]) and will receive a share of the PAGA Award, notwithstanding any request to opt-out of the Class Claims.

Plaintiff Vega’s Complete and General Release:

Plaintiff Vega only is agreeing to a Complete and General Release of all claims as part of this Settlement and as consideration for the Service Award specified above.

**4. YOUR OPTIONS REGARDING THIS CLASS ACTION SETTLEMENT**

**I. First Option: Do Nothing and Receive an Individual Settlement Payment if the Settlement Becomes Final and Binding**

*You do not need to do anything to participate in this Settlement.* If the Settlement becomes binding and you do nothing, you will receive an Individual Settlement Payment. The amount of the Individual Settlement Payment will depend, in part, on the amounts approved by the Court and will be calculated based on the Individual Settlement Payment calculation described above. If you disagree with the number of Pay Periods credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. If you do nothing, you will also be bound by the Settlement and you will be releasing all Class Member Released Claims and PAGA Released Claims in exchange for an Individual Settlement Payment, as explained above.

**II. Second Option: Request Exclusion from the Settlement**

If you do not wish to participate in the settlement for any reason, you must submit a written letter, called a “Request for Exclusion,” to the Settlement Administrator.

To be valid, the Request for Exclusion need not use specific language, but must be hand signed and contain sufficient information to verify your identity (e.g., your full name, address, and employee number or last four digits of your social security number) and confirm that you wish to

be excluded from the Settlement and any payment and release associated with the settlement of the Class Claims as set forth in this Notice and the Settlement Agreement.

To be timely, the Request for Exclusion must be postmarked and mailed to the Settlement Administrator at the address below **on or before [Date]** (the “Response Deadline”). Requests for Exclusion postmarked after this date may be disregarded.

*Vega v. Marathon Petroleum Logistics Services LLC, et al.* Class Action  
c/o Phoenix Settlement Administrators  
[INSERT ADDRESS]  
[INSERT PHONE NUMBER]

**Any Class Members who submit a timely and valid Request for Exclusion will NOT receive any money from the Settlement of the Class Claims and will not be bound by the terms of the Settlement or the release of the Class Claims.** Any Class Member who submits a timely and valid Request for Exclusion will also not have any right to object, appeal or comment on the Settlement. The only exception is that if you are also a PAGA Employee you will still release the PAGA Claims and receive a portion of the PAGA Award as there is no right to opt out of the PAGA release.

Class Members who do **not** submit a timely and valid Request for Exclusion on or before the Response Deadline will be deemed “Participating Class Members.” As described above, each Participating Class member will receive an Individual Settlement Payment and will be bound by all terms of the Settlement and the Final Approval Order entered in this Action.

### **III. Third Option: Object to the Settlement**

If you do not believe the Settlement is fair, you can object and ask the Court to deny approval of the Settlement. If the Court grants approval over your objection, you will remain a Class Member, will release the Class Claims for the Class Period, and you will still receive an Individual Settlement Payment as described above.

You can object to the Settlement by (1) appearing at the Final Approval Hearing (either in person or through your own attorney) and communicating your objection to the Court and/or (2) submitting a written Notice of Objection to the Settlement Administrator **on or before [Date]** (the “Response Deadline”). If you appear at the Final Approval Hearing through your own attorney, you are responsible for paying that attorney.

There is no specific language required for the Court to consider your written objection, but to confirm that you are a Class Member in this case and evaluate the nature of your objection, the Parties request that your written objection include (1) your full name, address and employee number or last four digits of your social security number; (2) your signature; (3) the case name, *i.e.*, *Robert Vega v. Marathon Petroleum Logistics Services LLC, et al.*, Case No. 20STCV19405, pending in Los Angeles Superior Court, and the specific reasons why you object to the Settlement.

**To ensure the Court has time to consider written objections at or prior to the Final Approval Hearing, the Notices of Objection should be postmarked and mailed to the Settlement Administrator at the address below on or before [Date]** (the “Response Deadline”).



*Vega v. Marathon Petroleum Logistics Services LLC, et al.* Class Action  
c/o Phoenix Settlement Administrators  
[INSERT ADDRESS]  
[INSERT PHONE NUMBER]

The Court will consider any written Notices of Objection received prior to the Final Approval Hearing and any oral objections made at the Final Approval Hearing. All objections (written and oral) must be made prior to or at the Final Approval Hearing to be considered by the Court.

## 5. NEXT STEPS

### I. The Court's Final Approval Hearing

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] .m. in the Los Angeles County Superior Court Department 17, 312 North Spring Street, Los Angeles, CA 90012, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Class Counsel Fees Award, Class Counsel Costs Award, Plaintiff's Service Award, PAGA Award, Settlement Administration Costs, and Individual Settlement Payments to Participating Class Members.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Class Members are advised to confirm the hearing date and time with Class Counsel (at the contact information provided in section 5.II. below) if they intend to appear at the Final Approval Hearing.

### II. How to Obtain Additional Information

This Notice summarizes the proposed Settlement. If you have questions about the Settlement, you can contact the Settlement Administrator at:

*Vega v. Marathon Petroleum Logistics Services LLC, et al.* Class Action  
c/o Phoenix Settlement Administrators  
[INSERT ADDRESS]  
[PHONE NUMBER]

You can also request a copy of the full Settlement Agreement from the Settlement Administrator at the address and phone number above or view it by visiting a website set up by the Settlement Administrator at: [INSERT WEBSITE ADDRESS] .

You may also contact Class Counsel with any questions and/or to confirm the date and time of the Final Approval Hearing at:

Brian Mankin, Esq.  
*brian@LMLfirm.com*  
Peter Carlson, Esq.  
*peter@LMLfirm.com*  
Lauby Mankin Lauby LLP  
4590 Allstate Drive  
Riverside, CA 92501  
Tel: (951) 320-1444

### III. Court's Social Distancing Guidelines

Based on current conditions, including but not limited to, the spread of COVID-19 disease, the state of emergency having been declared by Governor Gavin Newsom, the need for social distancing, Class Members are encouraged to appear remotely via LACourtConnect which can be arranged at <http://www.lacourt.org/lacc/> or by contacting the Judicial Assistant in Department 17 for further instructions. If they wish to do so, Class Members should make an appointment to review the court files for this case by referring to the instructions available at <https://www.lacourt.org/>.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, MARATHON PETROLEUM LOGISTICS SERVICES LLC, MARATHON PETROLEUM COMPANY, LP OR THEIR ATTORNEYS TO INQUIRE ABOUT THIS SETTLEMENT.**

EXHIBIT "5"



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

### CASE ASSUMPTIONS

Class Members	349
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	346
Subtotal Admin Only	\$9,750.00

**Not-to-Exceed Total \$9,750.00**

**For 349 Members**

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

**October 12, 2022**

## Case: Vega v. Marathon Petroleum Logistics Services, LLC et al. Opt-Out wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Joshua Levine

Firm: Littler

Contact Number: 619.515.1841 direct

Email: JDLevine@littler.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 349 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$145.93	1	\$145.93
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$150.00	1	\$150.00
<b>Total</b>			<b>\$727.93</b>

\* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.25	349	\$87.25
Notice Packet & Opt-Out Form	\$1.50	349	\$523.50
Estimated Postage (up to 2 oz.)*	\$0.84	349	\$293.16
Language Translation	\$1,000.00	1	\$1,000.00
Static Website	\$250.00	1	\$250.00
<b>Total</b>			<b>\$2,468.91</b>

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



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

<b>Skip Tracing &amp; Remailing Notice Packets / Tracking &amp; Programming Undeliverables</b>			
<b>Project Action:</b>	<b>Rate</b>	<b>Hours/Units</b>	<b>Line Item Estimate</b>
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.75	70	\$122.15
Remail Notice Packets	\$1.50	70	\$104.70
Estimated Postage	\$0.84	70	\$58.63
Programming Undeliverables	\$50.00	2	\$100.00
		<b>Total</b>	<b>\$550.48</b>

<b>Database Programming / Processing Opt-Outs, Deficiencies or Disputes</b>			
<b>Project Action:</b>	<b>Rate</b>	<b>Hours/Units</b>	<b>Line Item Estimate</b>
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
		<b>Total</b>	<b>\$890.00</b>

<b>Calculation &amp; Disbursement Programming/ Create &amp; Manage QSF/ Mail Checks</b>			
<b>Project Action:</b>	<b>Rate</b>	<b>Hours/Units</b>	<b>Line Item Estimate</b>
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	3	\$405.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	4	\$500.00
Mail Class Checks *	\$1.50	346	\$518.27
Estimated Postage	\$0.61	346	\$210.76
		<b>Total</b>	<b>\$2,574.03</b>

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



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

<b>Tax Reporting &amp; Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations</b>			
<b>Project Action:</b>	<b>Rate</b>	<b>Hours/Units</b>	<b>Line Item Estimate</b>
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	69	\$103.65
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$65.00	3	\$195.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$110.00	2	\$220.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated 60 Total Class Members	\$0.00	1	\$0.00
<b>Total</b>			<b>\$2,538.65</b>

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

**Estimate Total: \$9,750.00**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## TERMS AND CONDITIONS

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

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

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

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

### Tax Reporting Requirements

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

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

EXHIBIT "6"



## Tracie L. Chiarito

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**From:** DIR PAGA Unit <lwdadonotreply@dir.ca.gov>  
**Sent:** Thursday, December 15, 2022 1:18 PM  
**To:** Tracie L. Chiarito  
**Subject:** Thank you for your Other Response or Document Submission

12/15/2022 01:17:52 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website:

[https://nam04.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate\\_Attorneys\\_General\\_Act.htm&data=05%7C01%7Ctracie%40lmlfirm.com%7Cbf0f1547b6004e5c6be508dadee1d968%7Ca9fb4b7076c9464284e4841ce1d23be0%7C0%7C0%7C638067358855987335%7CUnknown%7CTWFpbGZsb3d8eyJWljoimC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IkhhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=U1FbRdqIxJVEoyWFG0DxJBRqCQupQpoy0f8jGteQ1yI%3D&reserved=0](https://nam04.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7Ctracie%40lmlfirm.com%7Cbf0f1547b6004e5c6be508dadee1d968%7Ca9fb4b7076c9464284e4841ce1d23be0%7C0%7C0%7C638067358855987335%7CUnknown%7CTWFpbGZsb3d8eyJWljoimC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IkhhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=U1FbRdqIxJVEoyWFG0DxJBRqCQupQpoy0f8jGteQ1yI%3D&reserved=0)

1 **[PROPOSED] ORDER**

2 The Court, having considered the Parties’ Stipulation, and for good cause appearing,  
3 hereby ORDERS as follows:

4 1. The Parties’ Settlement is hereby deemed AMENDED to incorporate all changes  
5 reflected in the Second Revised Joint Stipulation of Class and PAGA Representative Action  
6 Settlement and Release, which is attached hereto as **Exhibit 1**.

7 2. The Court hereby approves, as to form and content the Class Notice attached  
8 hereto as **Exhibit 3**, which reflects the changes to the settlement agreement.

9 a. This Court’s previous Order granting preliminary approval is hereby  
10 AMENDED and MODIFIED as follows: The Total Settlement Amount is now \$455,290, with  
11 \$31,680 allocated to PAGA,

12 b. The definition of “Class Members” is modified to be: all current and  
13 former non-exempt employees employed by Defendant Marathon Petroleum Logistics Services  
14 LLC in the State of California who, in the same pay period, worked overtime and received a  
15 “Regular Rate Adj.” payment from April 6, 2019 through December 31, 2021. The Class Period  
16 and Class Member Released Claims shall run from the start of the Class Period (i.e., April 6,  
17 2019) through December 31, 2021.

18 c. The definition of “PAGA Employees” is modified to be: Class Members  
19 employed during the PAGA Period, which is the period from April 6, 2019 through December  
20 31, 2021. The PAGA Released Claims shall run from the start of the PAGA Period (i.e., April 6,  
21 2019) through December 31, 2021.

22 d. Class Counsel may seek up to \$137,500 of the increased Total Settlement  
23 Amount in attorneys’ fees, subject to court approval at the final fairness hearing,

24 e. The Settlement Administrator may seek up to \$9,750 in costs for  
25 administration of the Settlement,

26 f. Defendants must provide the Class Data to the settlement administrator by  
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g. The Settlement Administrator must mail notices to the Class Members by \_\_\_\_\_, and

h. The final fairness hearing is hereby set for \_\_\_\_\_ at 10:00 a.m., and Class Counsel must file the motion for final approval by \_\_\_\_\_ (16 court days prior to final fairness hearing).

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE:

3 I, Tracie Chiarito, declare I am a citizen of the United States of America and am  
4 employed in Riverside, California; I am over the age of 18 years and am not a party to the within  
5 action; my business address is 4590 Allstate Drive, Riverside, California 92501-1702. On  
6 December 15, 2022, I served the within **STIPULATION TO: (1) AMEND SETTLEMENT**  
7 **AGREEMENT, AND (2) AMEND COURT'S ORDER GRANTING PRELIMINARY**  
8 **APPROVAL; [PROPOSED] ORDER** in said action by electronic filing service Case Home  
9 Page website to the parties on the service list maintained on the Case Home Page website for this  
10 case pursuant to the Court Order establishing the case website and authorizing service of  
11 documents.

12 I declare under penalty of perjury under the laws of the State of California that the above  
13 is true and correct.

14 Executed on December 15, 2022, at Riverside, California.

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17 \_\_\_\_\_  
18 Tracie Chiarito, Declarant

**SERVICE LIST**

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Jody A. Landry, Esq.  
[jlandry@littler.com](mailto:jlandry@littler.com)  
Joshua D. Levine, Esq.  
[jdlevine@littler.com](mailto:jdlevine@littler.com)  
Kara A. Cole, Esq.  
[kcole@littler.com](mailto:kcole@littler.com)  
LITTLER MENDELSON, P.C.  
501 W. Broadway, Suite 900  
San Diego, CA 92101.3577  
Telephone: 619.232.0441  
Fax No.: 619.232.4302  
Attorneys for Defendants, MARATHON PETROLEUM LOGISTICS SERVICES LLC and  
MARATHON PETROLEUM COMPANY, LP