

NOTICE OF CLASS ACTION SETTLEMENT

Plaintiffs Louis Butel and Pam Mocherniak, individually and on behalf of all similarly situated current and former employees (collectively “Plaintiffs”) v. Defendant Marathon Refining And Logistics Services LLC (“Defendant” or “Marathon”)

United States District Court
Central District of California
No. 2:23-CV-04547-DSF-JPR

TO: All current and former operators and lab workers of Marathon who worked at the Los Angeles Refinery, and who have been assigned primary relief shifts since May 4, 2020.

YOU RECEIVED THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A CLASS MEMBER. AS A CLASS MEMBER, YOU DO NOT NEED TO DO ANYTHING TO RECEIVE A PAYMENT DESCRIBED IN THIS NOTICE. THE COURT HAS NOT DETERMINED THAT MARATHON VIOLATED THE LAW. THE TWO SIDES DISAGREE ON WHETHER THE PLAINTIFFS OR MARATHON WOULD HAVE PREVAILED IF THE CASE HAD GONE TO TRIAL. MARATHON DENIES THAT IT VIOLATED ANY LAWS.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your Individual Settlement Payment will be automatically mailed to you after the Court grants final approval of the Settlement and the Settlement becomes effective. You will give up your right to sue Marathon separately about the legal claims in this Lawsuit.
CHANGE CONTACT AND ADDRESS INFORMATION	Update your personal information if it changes to ensure your check is mailed to the correct address.
EXCLUDE YOURSELF	<p>You may exclude yourself (“opt out”) from the Settlement if you do not wish to participate in the Settlement. If you exclude yourself, you will not receive the full amount of your Individual Settlement Payment. This is the only option that allows you to keep open the possibility of pursuing claims (in your own lawsuit) against Marathon for the same wrongs alleged in this Lawsuit.</p> <p>If you opt out, you will not receive the full amount of the Individual Settlement Payment. Instead, you will be entitled to a lesser amount</p>

	that only corresponds to the settlement of claims for civil penalties under Private Attorneys General Act (PAGA), Labor Code 2698 <i>et seq.</i> Class Members cannot opt out of the settlement of these PAGA claims and will receive their PAGA settlement payments regardless of whether they submit an exclusion request.
OBJECT	Send a written objection to the Claims Administrator if you think the Settlement is not fair. You may also ask to speak in the court proceedings about why you think the Settlement is not fair. <u>NOTE:</u> If you ask to exclude yourself from the Settlement, you cannot also object.

YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.

BASIC INFORMATION

1. Why Should You Read This Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit pending in the United States District Court for the Central District of California, titled *Louis Butel and Pam Mocherniak, et al. v. Marathon Refining and Logistics Services LLC*, Case No. 2:23-CV-04547-DSF-JPR (the “Class Action”). If the court approves the Settlement, the Settlement will resolve all claims in the Class Action.

The purpose of this Notice is to inform you about the Settlement and to explain your rights and options with respect to the Class Action and the Settlement.

2. How Much Is My Share Of The Settlement?

Defendants’ records indicate you worked the following number of Work Weeks from May 4, 2020, to November 24, 2025.

“Work Weeks” shall mean the number of calendar weeks during the Class Period in which you were assigned primary relief.

Your share of the Settlement before the deduction for taxes, union dues (as applicable), and other withholdings is currently estimated to be: ____, based on your having worked ____ Work Weeks during the period of May 4, 2020, to November 24, 2025, covered by the Settlement. Your estimated share of the Settlement includes ____, which is your *pro rata* portion of the amount of the Settlement allocated to the Private Attorneys General Act (PAGA) claim for the time period of May 4, 2022, to November 24, 2025.

3. What Is The Current Status Of The Settlement?

A hearing concerning the fairness of the Settlement will be held before the Hon. Dale S. Fischer, on April 27, 2026, at 1:30 p.m. to determine whether the case should be settled under the Settlement's terms. Class Members may attend the hearing via Zoom or in person at the United States District Court, First Street U.S. Courthouse, Courtroom 7D, 7th Floor, 350 W. 1st Street, Los Angeles, CA 90012. Instructions for Appearance by Zoom are provided by the Court at: <https://www.cacd.uscourts.gov/clerk-services/courtroom-technology/zoom-courtroom-proceedings>.

BECAUSE YOU HAVE BEEN IDENTIFIED AS A MEMBER OF THE CLASS, YOU DO NOT NEED TO DO ANYTHING TO BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

4. Who Is Affected By This Settlement?

The Court has certified, for settlement purposes, the following class (the "Class"):

All current and former operators and lab workers of Marathon who worked at the Los Angeles Refinery, and who have been assigned primary relief shifts, from May 4, 2020, through November 24, 2025.

According to Defendant's records, you are a member of the Class ("Class Member").

5. What Is This Case About?

Plaintiffs allege that Defendant violated California wage and hour law for operators and lab employees at Marathon's refinery located in Carson and Wilmington, California (the "Los Angeles Refinery") by not providing reporting time pay for primary relief shifts pursuant to Industrial Wage Commission ("IWC") Wage Order 1-2001.

Plaintiffs allege that by failing to pay reporting time pay for primary relief, Defendant also failed to provide accurate itemized wage statements, failed to timely pay all wages owed upon termination, and violated the Private Attorneys General Act, Labor Code 2698 *et seq.* The District Court authorized this Lawsuit to proceed as a class action on June 4, 2024.

Defendant expressly denies any liability or wrongdoing of any kind whatsoever associated with the case, and Defendant contends that it has complied with all applicable state, federal, and local laws affecting Plaintiffs and the Class. Defendant is confident it has strong legal and factual defenses to these claims, but all Parties recognize the risks and expenses associated with continued litigation.

This Settlement is the result of good faith, arm's-length negotiations between Plaintiffs, who are the Class Representatives, and Defendant, through their respective attorneys. All Parties agree that in light of the risks and expenses associated with continued litigation, the Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members.

The Court has not yet ruled on the merits of the Class's claims or Defendant's defenses. The Settlement is a compromise and is not an admission of liability on the part of Defendant.

6. Who Are The Attorneys Representing The Parties?

The lead attorneys for the Class in the Class Action (“Class Counsel”) are:

Jay Smith Joshua F. Young Emily Olivencia-Audet GILBERT & SACKMAN A Law Corporation 800 Wilshire Boulevard, Suite 1410 Los Angeles, California 90017 Telephone: (323) 938-3000 Fax: (323) 937-9139	Randy Renick Cornelia Dai Sarah Cayer HADSELL STORMER RENICK & DAI LLP 128 N. Fair Oaks Avenue, Suite 204 Pasadena, California 91103 Telephone: (626) 585-9600 Fax: (626) 577-7079
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The attorneys for Defendant are:

Catherine Conway Jesse Cripps Bradley Hamburger Tiffany Phan Madeleine McKenna GIBSON, DUNN, & CRUTCHER LLP 333 South Grand Avenue Los Angeles, California 90071 Telephone: (213) 229-7000 Fax: (213) 229-7520

THE TERMS OF THE SETTLEMENT

7. What Are The Settlement Terms?

Subject to final Court approval, Defendants will pay a total of \$9,000,000 (the “Settlement Amount”) for (a) Class Members’ claims, to be allocated as set forth below; (b) PAGA penalties of \$75,000, 75 percent (75%) of which (\$56,250) will be paid to the California Labor and Workforce Development Agency (“LWDA”), and the remaining percent (25%) of which (\$18,750) will be distributed among all Class Members and those who opt out (“Aggrieved Employees”) in proportion to their share of the Settlement; (c) Court-approved Service Awards to the Class Representatives; (d) Court-approved Class Counsel’s fees and costs; and (e) Court-approved costs of administering the Settlement.

8. Class Members’ Claims.

The portion of the Settlement Amount available for distribution to Class Members (the “Net Settlement Proceeds”) will be calculated by deducting from the Settlement Amount: (a) Payment to the LWDA for PAGA penalties; (b) the Class Representatives’ Court-approved Service Awards; (c) Court-approved Class Counsel’s fees and costs; and (d) Court-approved costs of administering the Settlement.

Each participating Class Member terminated during the Class Period will be allocated \$1,000 for the Waiting Time penalty Claim under California Labor Code § 203 (“Waiting Time Penalty Allocation”). For the remaining Wage Order and Labor Code claims, each participating Class Member will receive his or her share of the Net Settlement Proceeds based on the number of Work Weeks they worked during the Class Period. The Class Period began May 4, 2020, and ended on November 24, 2025.

The amount of each Class Member's work week allocation will be determined as follows:

The Settlement Administrator will calculate the total number of Work Weeks worked by all Class Members during the Class Period. The Settlement Administrator will then divide the Net Settlement minus Waiting Time Penalty Allocation by the total number of Work Weeks worked by Class Members during the Class Period, resulting in a credit value for each Work Week. The Settlement Administrator will then take the credit value and multiply it by each Class Member's number of Work Weeks. The Settlement Administrator shall assign a minimum number of four (4) Work Weeks to each Class Member.

In addition, if any Class Member opts out, the Settlement Administrator will calculate each Aggrieved Employee share of the PAGA Settlement based on the number of Work Weeks worked by all Aggrieved Employees during the PAGA Period of May 4, 2022, to November 24, 2025. The Settlement Administrator will then divide the \$18,750 by the number of Work Weeks worked by each Aggrieved Employee during the PAGA Class Period, resulting in a credit value for each Work Week. The Settlement Administrator will then take the credit value and multiply it by each Class Member's number of Work Weeks during the PAGA Class Period.

For income and payroll tax purposes, each Class Member's Individual Settlement Award will be allocated as follows: fifty percent (50%) to unpaid wages, twenty-five percent (25%) to penalties, and twenty-five percent (25%) to interest. The portions allocated to penalties and to interest will be subject to tax but will not be subject to required employee withholdings and deductions, and will be reported as non-wage income, as required by law. Consistent with applicable collective bargaining agreements, the Settlement Administrator will deduct union dues from the wage portion of each Class Member's payment and remit those dues to the applicable union.

Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member. None of the Parties or Parties' attorneys make any representations concerning the tax consequences of the Settlement or a Class Member's participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Members are solely responsible for determining the tax consequences of payments made pursuant to the Settlement and for paying taxes, if any, which are determined to be owed by each of them on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

9. Class Counsel's Attorneys' Fees and Costs, Class Representatives' Service Awards, and Administrative Costs.

Plaintiffs will seek an award of attorneys' fees up to 25% (\$2,250,000) of the \$9,000,000 Settlement Amount, as well as the reimbursement of costs of approximately \$50,000.

In addition, Class Counsel will ask the Court to authorize Service Awards of up to \$15,000 to each of the two Class Representatives, in addition to the Individual Settlement Awards they will receive as Class Members, for their services in representing the Class in the Class Action.

The Parties estimate the cost of administering the Settlement, including but not limited to giving notice to the Class, calculating the Individual Settlement Awards, and making the payments authorized under the Settlement, will be less than \$25,000. Class Counsel will ask the Court to authorize those costs to be paid to the Settlement Administrator.

Plaintiffs' Motion for Attorneys' Fees and Reimbursement of Costs will be available for review at least fourteen (14) days prior to the deadline for Class Members to object to the Settlement.

10. What Claims Are Being Released By The Settlement?

Upon Final Approval of the Settlement by the Court, the Class and each Class Member, including each Plaintiff jointly, severally, shall fully release and discharge Defendant and Released Parties from the Released Claims.

“Released Parties” shall collectively mean: Marathon and each and all of its current or former successors, subsidiaries, parents, holding companies, partners, affiliates, divisions and other related entities, joint ventures, predecessors, and other related entities, as well as the successors, predecessors, subsidiaries, investors, parent and affiliated companies, insurers, reinsurers, agents, employees, assigns, officers, officials, directors, attorneys, principals, heirs, administrators, vendors, accountants, auditors, consultants, fiduciaries, personal representatives, executors, and shareholders, including its pension, profit sharing, savings, health, and other employee benefits plans of any nature, and representatives of each of them, both individually and in their official capacities, past or present, as well as all persons acting by, through, under, or in concert with, any of these persons or entities.

“Released Claims” shall include any and all claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys’ fees, damages, indemnities, actions, causes of action, and obligations of every kind and nature in law, equity, or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, occurring up to the execution of this Settlement Agreement and arising out of the dispute which is the subject of the Actions or which could have been asserted in the Actions based on the facts alleged, whether in contract, violation of any state or federal statute, rule, or regulation, arising out of, concerning, or in connection with any act or omission alleged in the Actions by or on the part of Released Parties, including, without limitation, those relating to the failure to pay reporting time pay, failure to pay for travel time, failure to provide accurate wage statements, failure to timely pay wages due at the time of termination of employment, penalties relating to inaccurate wage statements, or other alleged wage and hour violations and related record-keeping requirements, including, without limitation, violation of Business & Professions Code section 17200, the applicable California Industrial Welfare Commission Order, or any other California or federal laws relating to the failure to pay wages and penalties based on the facts alleged in the Complaints (“Class Claims Released”). Class Claims Released include any unknown claims that participating Class Members do not know or suspect to exist in their favor, which if known by them, might have affected this Settlement Agreement with Marathon and release of the Released Parties, including, but not limited to, conduct that is intentional, negligent, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Claims Released do not include any workers’ compensation claims, claims for physical bodily harm, discrimination claims, or any other claims not directly related to the Class Claims Released.

“Released PAGA Claims” shall include all claims under PAGA, California Labor Code sections 2698, *et seq.*, that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 200-203, 226, 226.3, and 2698, *et seq.*, and California Industrial Commission Wage Orders, and including all claims for or related to the assignment or failure to compensate for on-call or primary relief shifts, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, liquidated damages, penalties of any nature (including but not limited to civil penalties, statutory penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from May 4, 2022, through preliminary approval.

Mandatory Release of PAGA Claims: In addition, regardless of whether you exclude yourself from the Settlement, you will be releasing your claims for civil penalties under the Private Attorneys General Act (“PAGA”), California Labor Code § 2698 *et seq.*, for the California Labor Code violations that were or

could have been asserted based on the facts and allegations made in the Action. Class Members cannot opt out of the settlement of these PAGA claims and are still entitled to their PAGA settlement payments regardless of whether they submit an exclusion request.

WHAT ARE MY OPTIONS IN THIS MATTER?

You have three options under this Settlement, each of which is discussed below. You may: (A) do nothing, remain in the Class, and receive your share of the Settlement; (B) challenge the number of Work Weeks indicated on the first page of this Notice while remaining in the Class so that you can receive your share of the Settlement; or (C) exclude yourself from the Class and from the Settlement. If you choose option (A) or (B), you may also object to the Settlement as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not timely exclude yourself from the Settlement (Option C), you will be subject to any Judgment that will be entered in the Class Action, including the release of the Released Claims as described above—whether or not you cash your share of the Settlement.

OPTION A. If you agree with the number of Work Weeks indicated at the top of this Notice, and you wish to participate in the Settlement, you need not take any further action. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do not need to take any action. If this Settlement receives the Court's final approval, a check will be sent to you at the address on this Notice. Settlement checks will be valid for 180 days. If a check is not cashed, the Administrator will attempt to contact you and may reissue the check. If a check ultimately remains uncashed, the funds will be transferred to the California State Controller's Office Unclaimed Property Fund in accordance with California law.

OPTION B. If you DO NOT agree with the number of Work Weeks indicated at the top of this Notice, but you DO wish to participate in the Settlement, you must take the following action: Complete and send a letter by United States or electronic mail titled "Notice of Dispute" to the Settlement Administrator at the address/email listed below or by submitting through the Administrator's website, which can be found at www.ButelSettlement.com, explaining that you dispute the total, together with any supporting written documentation. Such documentation may consist of official records, pay stubs, weekly schedules, or personal logs. To be considered, the Notice of Dispute and supporting written documentation must be received by the Administrator no later than March 13, 2026. The Administrator will make a final and binding determination regarding any disputes by March 13, 2026. The Administrator will inform you of the final determination by telephone followed by email or, if no email address is available, by regular U.S. Mail. If the Settlement receives the Court's final approval, your Settlement payment check will be sent to you by United States Mail at the address on this Notice.

OPTION C. If You Do Not Want to Be Bound by The Settlement. If you do not want to be part of the Settlement, you must submit a signed written request to be excluded from the Settlement ("Opt-Out Request") to the Administrator at the address or email listed below or by submitting the request through the Administrator's website, which can be found at www.ButelSettlement.com. In order to be valid, your Opt-Out Request must be postmarked on or before March 13, 2026, and must contain (i) the case name; (ii) the Class Member's full name, address, telephone number, and last four digits of the Social Security Number; (iii) the words "Request for Exclusion" at the top of the document; (iv) the Class Member's personal signature; and (v) the following statement:

I wish to be excluded from the Settlement of the Action, *Louis Butel and Pam Mocherniak v. Marathon Refining and Logistics Services LLC*, Case No.: 2:23-cv-04547-DSF-JPR,

currently pending in the United States District Court for the Central District of California.

If you opt out, you will not receive the full amount of the Individual Settlement Payment. Instead, you will be entitled to a lesser amount only that corresponds to the settlement of claims for civil penalties under PAGA. Class Members cannot opt out of the settlement of these PAGA claims and are entitled to their PAGA settlement payments regardless of whether they submit an exclusion request.

If you do not timely submit a valid, executed Opt-Out Request (as evidenced by the postmark), your Opt-Out Request will be rejected, you will be deemed a Class Member, and you will be bound by all Settlement terms, including but not limited to the release of Released Claims as described in the “What Claims are Being Released by the Settlement?” section above.

If you timely submit an executed Opt-Out Request, you will have no further role in the Class Action, and for all purposes you will be regarded as if you never were either a party to the Action or a Class Member, and thus you will not be entitled to any benefit as a result of the Class Action and will not be entitled to or permitted to assert an objection to the Settlement. **Do not submit both a Notice of Dispute and an Opt-Out Request.** If you do, the Opt Out will be deemed invalid, and you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

By law, you are not permitted to opt out of the Released PAGA Claims and you will be paid your *pro rata* share of the amount of the settlement allocated to PAGA.

11. Who is the Settlement Administrator?

The Settlement Administrator is:

Butel Settlement Administrator
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217
Telephone: 1-877-543-6997
Fax: 414-961-2390
Website Address: www.ButelSettlement.com

12. Objecting to the Settlement.

If you believe the Settlement is unfair or inadequate in any respect, you can ask the Court to deny approval by filing a timely objection. You cannot ask the Court to order a larger or different settlement; the Court can only approve or disapprove the Settlement. If the Court denies approval, no settlement payments will be made, and the Class Action will continue. **You cannot object to the Settlement if you request exclusion from the Settlement** as provided under Option C, above.

To object, you must send or deliver to the Claims Administrator a personally signed written statement stating (i) your name, address, telephone number, and the last four digits of your Social Security Number; (ii) the case name and number (*Butel, et al. v. Marathon Refining and Logistics Services LLC, et al.*, Case No. 2:23-CV-04547-DSF-JPR); (iii) a statement of the reasons for your objection; (iv) whether your objection applies to you individually, to a subset of the Class, or to the entire Class; and (v) whether you intend to appear at the Final Approval Hearing (in person or through counsel). Your objection must be postmarked on or before March 13, 2026.

Any objection to the Settlement must be in writing. This requirement may be excused upon a showing of good cause. The Court will require only substantial compliance with the requirements for submitting an objection.

If a Party chooses to take your deposition, you must be available for deposition within 75 miles of the Court. Any objector who fails to appear for a duly noticed deposition may be deemed to have withdrawn the objection.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Any Class Member who does not object to the Settlement in the manner described above may be deemed to have waived any objections and shall be foreclosed from objecting to the fairness or adequacy of the Settlement, the payment of attorneys' fees and costs, the Service Awards to the Class Representatives, the claims process, and any and all other aspects of the Settlement.

Likewise, even if you file an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Court does not finally approve the Settlement.

Only Class Members who submit a timely objection have the right to appeal a judgment entered in accordance with the Settlement.

THE COURT'S FINAL FAIRNESS HEARING

13. What Is The Next Step In The Approval Of The Settlement?

The Court will hold a Final Approval Hearing on the fairness and adequacy of the Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the settlement administration costs, and the Service Awards to the Class Representatives on April 27, 2026, at 1:30 p.m. Class Members may attend the hearing via Zoom or in person at the United States District Court, First Street U.S. Courthouse, Courtroom 7D, 7th Floor, 350 W. 1st Street, Los Angeles, CA 90012. Instructions for Appearance by Zoom are provided by the Court at: <https://www.cacd.uscourts.gov/clerk-services/courtroom-technology/zoom-courtroom-proceedings>.

The Final Approval Hearing may be continued without further notice to Class Members. You are advised to check the Settlement website at www.ButelSettlement.com or the Court's Public Access to Court Electronic Records (PACER) website at <https://ecf.cacd.uscourts.gov> to confirm that the Final Approval Hearing date and/or time has not been changed. You are not required to attend the Final Approval Hearing to receive your share of the Settlement.

14. How Can I Get Additional Information?

This Notice only summarizes the Class Action, the basic terms of the Settlement, and other related matters. For the precise terms and conditions of the Settlement, please see the Joint Stipulation of Class Action Settlement and Release, available at www.ButelSettlement.com, by contacting Class Counsel at the address and telephone number listed above, by accessing the Court docket in this case through PACER at <https://ecf.cacd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court, First Street U.S. Courthouse, Courtroom 7D, 7th Floor, 350 W. 1st Street, Los Angeles, CA 90012 between 9:00 a.m. and 4:00 p.m. Monday through Friday, excluding Court holidays.

The Joint Stipulation of Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees and Reimbursement of Costs will be available for review by at least February 27, 2026, on the Settlement website at www.ButelSettlement.com.

Any questions regarding this Notice should be directed to the Settlement Administrator or to Class Counsel at the above addresses and telephone numbers.

15. What Happens If My Address Has Changed Or Changes?

Your payment will be sent to the address on this Notice. Therefore, if your address changes or is different from the one this Notice was sent to, you must correct it by notifying the Settlement Administrator on the Settlement Website, which can be found at www.ButelSettlement.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA.