

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Corona Oil Company, Inc. ("Corona Oil"), Triton Management, Inc., (collectively, "Defendants") on the one hand, and Plaintiff Trevor Farragut ("Plaintiff" or "Named Plaintiff") for himself and on behalf of the State of California and the alleged Aggrieved Employees, on the other hand, (collectively, "the Parties") agree, upon final approval by the Court, as follows:

1. Consideration. In exchange for entering into this Settlement Agreement and General Release ("Agreement") and in exchange for the promises made herein, Defendant Corona Oil agrees to pay the gross sum of Eighty Four Thousand Dollars (\$84,000.00) ("Total Settlement Value" or "TSV"), to be payable as set forth below, to settle, compromise, and resolve claims for civil penalties under the Private Attorneys General Act ("PAGA") which were or could have been asserted in *Trevor Farragut v. Corona Oil Company, Inc.*, Orange County Superior Court Case No. 30-2020-01161300-CU-OE-CJC, (the "Lawsuit" or "Action"), or which relate to, or were or could have been based on, any of the allegations or issues raised in Plaintiff's PAGA notice letter to the California Labor Workforce Development Agency ("LWDA") dated July 17, 2020.

1.1 The alleged aggrieved employees covered herein consist of all current and former non-exempt employees of Corona Oil Company, Inc. ("Corona Oil") who worked at the gas station/convenience store located at 1550 E. Ontario Ave., Corona, California 92881 from July 17, 2019 through the date that the Court approves the Settlement ("the PAGA Period") (collectively the "PAGA Settlement Members").

1.2 Defendant Corona Oil shall pay a Total Settlement Value ("TSV") of no more than \$84,000.00 in settlement of the PAGA claims in this matter and upon court approval of the overall settlement. The settlement is non-reversionary, however, under no circumstances shall the TSV exceed \$84,000.00. The TSV shall be used to satisfy all of the alleged claims against Defendants in the operative complaint pursuant to PAGA and as released through the PAGA Settlement Members Release, including administration fees, PAGA/LWDA payment, interest, Plaintiff's attorneys' fees and costs under PAGA, and payments to all Alleged Aggrieved Employees. This TSV is separate and apart from any payments to Trevor Farragut for settlement of his individual claims in this Action pursuant to a separate confidential settlement agreement and his general release of claims against Corona Oil and Releasees. Corona Oil will not pay more than the TSV and the payment to Trevor Farragut. Plaintiff will request that the Court approve the settlement and the following amounts and allocation of the TSV:

- a. Attorneys' Fees and Costs: Plaintiff's attorneys' fees for a total sum of up to \$29,400.00 and reimbursement of reasonable costs (excluding payment to the third-party administrator as set forth in subsection b) up to \$10,000;
- b. Settlement Administrator Fees: Payment of the actual costs of the third-party administrator estimated at \$1,000. If the payment to the administrator is less than \$1,000, the remainder will be distributed amongst the PAGA Settlement Members pursuant to the allocation formula set forth in subsection c (ii). If the

payment to the administrator is greater than \$1,000, the overage will be deducted from the Net Settlement Amount; and

c. Payment of PAGA Settlement Payments: The total sum available for PAGA Settlement Payments shall be calculated by deducting the Attorneys' Fees and Costs, and the Settlement Administrator Fees from the \$84,000.00 Total Settlement Value (this will yield the "Net Settlement Amount"). Of the Net Settlement Amount 25% shall be allocated to the PAGA Settlement Members, with the remaining 75% to be made payable to the Labor and Workforce Development Agency ("LWDA").

i. The parties agree that Simpluris will administer this settlement, and will issue to PAGA Settlement Members a form 1099 for all amounts paid under this settlement.

ii. Each PAGA Settlement Member's payment share will be proportionate based on the total number of pay periods for each PAGA Settlement Member in Defendants' employ, current or former. The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods (as calculated based on start and end dates) by all PAGA Settlement Members during the PAGA Period.

The TSV is based on an estimated 500 pay periods between July 17, 2019 and August 18, 2021 with a 10 percent margin of error. Corona Oil will calculate the estimated pay periods worked by each PAGA Settlement Member during the PAGA Period by using dates of employment as the measurement criterion. The parties assume, estimate, and have accounted for the fact that the number of pay periods shall continue to increase pro rata through the date of approval. This settlement is intended to have the broadest res judicata effect for the PAGA cause of action alleged in the Action and underlying letter to the LWDA and to fully and finally resolve all pending claims in this Action under PAGA.

If the margin of error is beyond 10%, the parties will meet and confer to shorten or lengthen the settlement period to accommodate settlement as a first option. Distributions will be based on pay periods as described.

1.3 As soon as practicable following Approval of the Settlement, but no later than ten (10) calendar days after the Court's Approval order, Defendant will provide to the Settlement Administrator the following information about each PAGA Settlement Member: (1) full name; (2) last known home address; (3) social security number; and (4) number of pay periods during the PAGA Period (as calculated using start and end dates). The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all

necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

1.4 The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

1.5 The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks on information that will be confidentially furnished by Defendants. Within five (5) days after the Effective Date, Defendant shall deposit the Total Settlement Value with the Settlement Administrator. The "Effective Date" shall mean the date by which all of the following have occurred: (1) the Court has approved the Settlement Agreement; (2) The Court has entered an Approval Order; and (3) the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement Agreement has elapsed without any appeal, writ or other appellate proceeding having been filed, or if an objection is filed and an appeal is taken, the disposition of any appeal, writ or appellate proceeding with no right to pursue further remedies or relief. Payment of any attorneys' fees portion of the TSV shall be contingent upon provision of a completed Form W-9 from the payee law firm.

1.5 Within fifteen (15) days after the Effective Date, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the Net Settlement Amount, or as otherwise directed by the Court. The Settlement Administrator will send the individual pro rata payments to the PAGA Settlement Members by postmarked First Class U.S. Mail along with a Court approved Notice provided in English which explains the payment and the scope of the release of claims. The Settlement Administrator shall also at such time disburse attorney's fees, litigation costs, and its own administrative costs.

1.6 To provide the best notice practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First-Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (c. g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the individual Payment for that individual will be deemed undeliverable.

1.7 Any settlement checks remaining uncashed after one hundred and eighty

(180), if any, will be submitted to the State of California Controller Unclaimed Property Fund (“UPF”) or like-fund, and the parties agree to avoid any potential interest obligation under California Civil Procedure sections 382–384, et seq.

2. **Dismissals.** Named Plaintiff and his counsel shall file and/or submit this Agreement and such other papers with the Court and the LWDA, as required by the PAGA statute and as the Court requires for approval of the settlement and for the dismissals contemplated by this Agreement. Named Plaintiff and his counsel shall provide notice of this Agreement to the LWDA pursuant to California Labor Code Section 2699(1)(2). Upon approval of the Court, the parties agree that the Lawsuit will be dismissed in its entirety, with prejudice, and Named Plaintiff and Defendants shall bear their own costs and attorneys’ fees (except as otherwise expressly provided in this Agreement). Additionally, Plaintiff’s counsel will also file within 10 days of entry of the Approval Order, a copy of this Settlement to the LWDA as required by Labor Code § 2699(1)(3).

3. **Release of Claims.**

3.1 Plaintiff and the PAGA Settlement Members, and the State of California, will release Defendants Corona Oil Company Inc. and Triton Management Inc., L.C. Cox Oil Company, Inc., Ron Rose Oil Co., and Rosemead Oil Company, L.P., and all entities affiliated with them, and all officers, directors, representatives, owners, partners, subsidiaries, parent companies, affiliates, joint venturers, clients, joint employers, predecessors, managers, servants, successors-in-interest, assigns, current and former employees of the companies, including but not limited to all agents, insurers, attorneys and all persons or entities acting in concert with or affiliated with any of them (collectively “Releasees”), from any and all claims pursuant to the Private Attorney Generals Act (“PAGA”) as alleged in the Action, including any and all such claims pled in the operative Complaint or based on the facts and allegations of the operative Complaint, such as claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay wages designated by statute or contract; (3) failure to provide meal periods and/or pay premiums for non-provision of meal periods; (4) failure to authorize rest breaks and/or pay premiums for non-provision of rest periods; (5) failure to provide complete and accurate itemized wage statements or provide fully and accurately itemized wage statements; (6) failure to keep complete and accurate employment records; and (7) failure to pay all wages due and earned during employment and upon separation of employment; and claims or potential claims for attorneys’ fees and costs (the “Released Claims”). The PAGA Settlement Members Release shall include all Released Claims throughout the PAGA statutory period from July 17, 2019 through the date of the approval of this settlement (“PAGA Settlement Members Release Period”) and shall be effective to release PAGA claims as to all Releasees (i.e., the Judgment on this Settlement will have res judicata effect as to the PAGA claim and any related attorney’s fees and costs as to PAGA Settlement Members and the State of California).

3.2 In addition to the release made in Section 3.1 the Named Plaintiff agrees to enter into a separate confidential agreement subject to separate consideration in exchange for dismissal of his individual claims and a general release of all claims to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3.3 Notwithstanding the above, the release of claims does not release those claims, interests, and/or rights that by law cannot be released.

3.4 Named Plaintiff acknowledges and agrees that his release of claims set forth in Sections 3.1-3.3 and the release of claims applicable to the PAGA Settlement Members (set forth in Section 3.1) prevents him and any PAGA Settlement Member from seeking or recovering any penalties in any representative action that any individual might file, or might already have filed, against any Released Party for any matters covered by this Agreement and the release of claims herein. Named Plaintiff further acknowledge and agree that his release of claims prevents him from bringing or participating in any such action himself, either together or individually, or seeking to represent others in such an action. Upon approval of this settlement by the Court, neither Named Plaintiff nor any other PAGA Settlement Member shall be an aggrieved employee within the meaning of PAGA with respect to any matter covered by this Agreement and the release of claims herein.

4. **Tax Consequences; Indemnification.** The individual settlement awards payable to PAGA Settlement Members, as defined in Section 1.1 above, will be allocated as alleged penalties. IRS Forms 1099 will be issued. It is acknowledged and agreed between the Parties that this settlement and release is in no respect contingent or dependent on the ultimate tax consequences of the settlement. PAGA Settlement Members will be responsible for paying all applicable state, local and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek indemnification from Release Parties in this regard. In the event any taxing authority asserts that the characterization any PAGA Settlement Member's settlement payments hereunder are inappropriate and/or if any PAGA Settlement Members fail to pay any tax liability resulting from the payments made hereunder, and Defendant is made to pay any taxes, settlements, interests, penalties and/or other sums to a taxing authority as a result of the payments made to PAGA Settlement Members, PAGA Settlement Members shall fully indemnify and reimburse Defendants for any and all such payments upon demand.

5. **Governing Law and Interpretation.** This Agreement shall be governed and conformed in accordance with the laws of the State of California without regard to its conflict of laws provision. In the event any party breaches any provision of this Agreement, the Parties affirm that they may institute an action to specifically enforce any term or terms of this Agreement. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the release language, such provision immediately shall become null and void, leaving the remainder of this Agreement in full force and effect. The prevailing party in an action for breach of this Agreement shall be entitled to his or its costs and attorneys' fees.

6. **No Admission of Wrongdoing.** The Parties agree that neither this Agreement nor the furnishing of the consideration for it shall be deemed or construed at any time for any purpose as an admission by Defendants or any Released Parties of any liability or wrongful conduct of any kind, which Defendants expressly deny.

7. **Publicity:** Neither side shall publicize the settlement, including but not limited to communications through any social media, unless so ordered by the Court.

8. **Approval Documents:** Plaintiff's counsel will prepare (with help from Corona Oil counsel) Approval documents and any other work necessary to effectuate this settlement. Corona Oil's counsel will assist and cooperate in the drafting of those documents. The Approval documents shall be filed by Plaintiff's counsel, but Plaintiff's counsel will not file the Approval documents until after making reasonable efforts to obtain approval of such documents from counsel for Corona Oil. Corona Oil agrees not to unreasonably withhold its approval of the Approval documents. Plaintiff's counsel will also file within 10 days of entry of the Approval Order, a copy of this Settlement to the LWDA as required by Labor Code § 2699(1)(3).

9. **Amendment.** This Agreement may not be modified, altered, or changed except upon express written consent of both parties wherein specific reference is made to this Agreement.

10. **Continuing Jurisdiction.** The Parties agree that upon the occurrence of the dismissal of this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure § 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

11. **Nullification.** If the Court should make an unconditional ruling determining that the Settlement will not be approved as described in this Agreement, then: (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect or admissible against a party for any purpose, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

12. **Miscellaneous.**

12.1 The Parties acknowledge that, except as expressly set forth in this Agreement, no representations of any kind have been made to them to induce them to execute this document. The Parties further state that the only representations made in order to obtain their consent to this Agreement are stated above, that the contents of this document have been explained to them in full and that they are signing this Agreement voluntarily.

12.2 The Parties represent that they were represented by counsel of their own choosing in the negotiations leading to and the preparation of this Agreement, that they are fully aware of its contents and legal effect, and that they freely and voluntarily enter into it without coercion, intimidation or threat of retaliation.

12.3 This Agreement shall be binding upon each Party and upon each Party's heirs, administrators, executors, successors, and assigns, and shall inure to the benefit of the other Party and each of them, and to each Party's heirs, administrators, attorneys, representatives, executors, successors, and assigns.

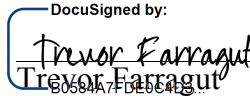
12.4 This Agreement may be executed in counterparts, each to constitute an original. Facsimile or digitally scanned copies may be used in the same manner as an original. The parties will cooperate with each other and take appropriate supportive action if and as required by the Court to seek approval of this settlement. In connection with such approval efforts, Plaintiff's counsel may represent generally to the Court the diligence counsel engaged in deciding to agree to the settlement herein.

13. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes the MOU and any other agreement or obligation between the Parties regarding the subject matter hereof. Named Plaintiff acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to accept this Agreement, except for those set forth in this Agreement, and that he enters into this Agreement freely and voluntarily.

THE PARTIES HAVE READ AND FULLY CONSIDERED THE AGREEMENT AND ARE MUTUALLY DESIROUS OF ENTERING INTO SUCH AGREEMENT. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE AMONG THE PARTIES. THE PARTIES HAVE BEEN REPRESENTED BY COUNSEL IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Settlement Agreement and General Release as of the date set forth below:

DATED: 10/11/2021 _____

DocuSigned by:

 Trevor Farragut
 60584A7F-DE06-4B3...

Corona Oil Company, Inc.

DATED: _____

By: _____

Name: _____

Its: _____

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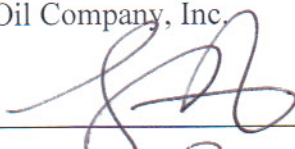
IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Settlement Agreement and General Release as of the date set forth below:

DATED: _____

Trevor Farragut

Corona Oil Company, Inc.

DATED: 10/12/2021

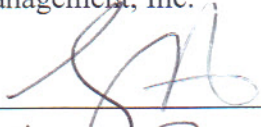
By: 

Name: GARY ROSE

Its: In House Counsel

Triton Management, Inc.

DATED: 10/12/2021

By: 

Name: GARY ROSE

Its: In House Counsel