

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (“Agreement”) is entered into by and between Herlinda Renteria Quintero (“Plaintiff” or “Quintero”) and Indorama Ventures Sustainable Solutions Fontana, Inc. (“Defendant” or “Indorama”). Quintero and Indorama are collectively referred to herein as the “Parties.”

WHEREAS, on or about April 28, 2021, Plaintiff filed a Class Action Complaint in the Superior Court of the State of California, County of San Bernardino, entitled *Herlinda Renteria Quintero v. Indorama Ventures Sustainable Solutions Fontana, Inc., et al.*, CIVSB2111599. (the “Action”);

WHEREAS, in the Action, Plaintiff asserted claims on behalf of herself and others similarly situated against Indorama for purportedly violating provisions of the California Labor Code and the California Business & Professions Code, including (i) failure to pay all minimum wages; (ii) failure to pay all overtime wages; (iii) failure to provide rest periods and pay missed rest period premiums; (iv) failure to provide meal periods and pay missed meal period premiums; (v) failure to maintain accurate employment records; (vi) failure to timely pay wages; (vii) failure to reimburse or indemnify for necessary business expenditures; (viii) failure to furnish accurate itemized wage statements; and (iv) unfair competition;

WHEREAS, on or about September 14, 2021, Plaintiff filed a First Amended Complaint to add a claim for penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for violations under labor code sections 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804. Plaintiff’s operative First Amended Complaint is hereinafter referred to as “the Action”;

WHEREAS, on or about April 7, 2022, the Parties agreed to and thereby commenced good faith negotiations seeking to reach a settlement of Plaintiff’s individual claims;

WHEREAS, based on the negotiations, including the exchange of information regarding the settlement status of an earlier filed *Chacon* class action, the Parties agreed in principle to settle the Action on an individual basis, rather than upon a representative and/or class-wide basis (on the express condition that the Court approve the dismissal without prejudice of both Quintero’s class and representative claims from the Action);

WHEREAS, it is understood by the Parties that this Agreement is solely and exclusively for the purpose of the settlement and compromise of disputed individual claims and that the execution of this Agreement is not to be construed as, or considered to be, an admission of any liability, fault, or wrongdoing by Indorama, and, it being further understood and agreed that Indorama has denied and continues to deny any and all such liability, fault or wrongdoing as to Quintero’s claims against them; and

WHEREAS, in the interest of efficiently resolving the dispute, and in order to avoid the costs, inconvenience and uncertainty inherent in any potential litigation, the Parties wish to fully and finally resolve and settle any and all disputes and claims between them.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

1. Effective Date. This Settlement Agreement shall be effective immediately upon full execution by the Parties.

2. Payment. Indorama agrees to pay Quintero the total sum of Twenty Thousand Dollars (\$20,000.00) (the "Settlement Sum") made payable as follows:

- A. One check payable to Herlinda Renteria Quintero in the gross amount of Ten Thousand Sixteen Dollars and Fifty-Two Cents (\$10,016.52), for which amount Plaintiff will receive an IRS Form 1099.
- B. One check payable to Plaintiff's first legal counsel, Melmed Law Group P.C., in the gross amount of Four Thousand Ninety-Six Dollars and Thirty-Three Cents (\$4,096.33), for attorneys' fees and costs, for which Melmed Law Group P.C. will receive an IRS Form 1099.
- C. One check payable to Plaintiff's second legal counsel, Bokhour Law Group, P.C., in the gross amount of Five Thousand Eight Hundred Eighty-Seven Dollars and Fifteen Cents (\$5,887.15), for attorneys' fees and costs, for which Plaintiff's Counsel will receive an IRS Form 1099

The checks described above shall be mailed to: Melmed Law Group P.C., 1801 Century Park East, Suite 850 Los Angeles, California 90067.

The consideration being paid by Indorama is specifically in exchange for Quintero's full and complete release of any and all individual claims in the Action, and expressly excludes any release of both class claims and representative claims on behalf of any aggrieved employees or putative class members.

3. Mutual Release of All Claims. Upon receipt and clearance of the full Settlement Sum, Quintero shall release Indorama and its predecessors, successors, subsidiaries, divisions, parent corporations, and affiliates and its past and present shareholders, owners, partners, agents, representatives, principals, attorneys, insurers, ERISA plan administrators, officers, directors, employees and managers (all collectively referred to herein as the "Released Parties") from any and all legal, equitable or other claims, counterclaims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, charges, liens, obligations, liabilities, sums of money, reckoning, bonds, bills, specialties, covenants, promises, variances, trespasses, damages, extents, executions, judgments, findings, controversies and disputes, and any past, present or future duties, responsibilities or obligations, including but not limited to legal expenses, disbursements and/or costs that Quintero ever had or now has arising from her employment with the Company that may be released by this Agreement.

As further consideration for the releases being provided by Quintero, the Released Parties

release and forever discharge Quintero, as well as her heirs, assigns and attorneys, of and from any and all claims, actions, causes of action of every kind in law or equity, suits, debts, liens, contracts, agreements, obligations, promises, demands, liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, fixed or contingent, that the Released Parties, and each of them, may have, or may hereinafter acquire, against Quintero, arising out of, or pertaining to, any event or circumstance of any kind that in any way relates to Quintero's employment.

The Parties understand and agree that this Mutual Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, arising from Quintero's employment with Indorama, and that all rights under Section 1542 of the California Civil Code are hereby expressly waived. Section 1542 of the California Civil Code states:

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.

Notwithstanding anything to the contrary in this Section, Plaintiff's release of the Released Parties does not apply to (a) Plaintiff's right to unemployment benefits; or (b) any rights which, by law, may not be waived. Moreover, nothing in this Agreement shall be deemed to prohibit Plaintiff from participating or cooperating with the Equal Employment Opportunity Commission or any other governmental or law enforcement agency in any investigation, administrative proceeding or action involving the Defendant conducted or brought by such agency.

4. Ownership of Release Matters. The Parties hereby warrant and represent that they are the sole and lawful owners of all rights, title and interest in and to all claims released pursuant to Paragraph 3 above, and that they have not heretofore assigned or transferred, or purported to assign or transfer, any of such released claims, in whole or in part, to any other person or entity.

5. Dismissal of Action. The Parties further agree that upon the execution of this Agreement, Quintero will request that the Court dismiss, without prejudice, both the class and representative claims in the Action. This Agreement is expressly contingent upon the Court's dismissal without prejudice of those claims. So long as both Quintero and her counsel have provided completed W-9 forms, within fourteen (14) calendar days of notice from Quintero to the Defendant of the Court's dismissal of both the class and representative claims from the Action, the Defendant shall cause for counsel for Quintero to receive (as set forth above) the Settlement Sum as set forth in Paragraph 2 above. Fourteen (14) calendar days after receipt and full clearance of the Settlement Sum, Plaintiff and her counsel shall request dismissal of the entire Action with prejudice as to Quintero's individual claims only.

6. No Consideration for Class or Representative Claims. Plaintiff is entering this Agreement in her individual capacity, and not in her capacity as a private attorney general for the State of California or as a class representative for other similarly-situated employees. All consideration under this Agreement is for Plaintiff's release of her individual claims against Indorama. Plaintiff, having resolved her individual wage-and-hour claims against Indorama, agrees that she is no longer a suitable class or PAGA representative and agrees to not file any future class or representative wage-and-hour actions against Indorama for the released claims described above.

7. Failure to Dismiss Quintero Action. In the event the Court fails to dismiss the Action and enter the Order of Dismissal of Class and Representative Allegations, this Agreement shall be null and void and of no further force and effect.

8. Covenant Not to Sue. The Parties hereby agree and covenant to never commence, prosecute or cause to be prosecuted against each other or the Released Parties, any complaint, suit or proceeding that is based on any claim or matter that is being released in this Agreement.

9. Confidentiality of Agreement. The Parties agree that this Agreement and the terms thereof (including but not limited to the amount of the Settlement Sum) shall be kept confidential and shall not be disclosed to any third party at any time unless otherwise required by the court in the administration of the settlement or by any other process of law. Moreover, this Agreement and its terms shall not be used or disclosed in any court, arbitration or other legal proceeding, except to enforce the provisions of this Agreement. Nothing herein, however, shall prohibit Quintero or her attorney from responding to any inquiry by any federal or state government personnel regarding the underlying facts and circumstances, or to provide testimony or other information pursuant to legal process. Notwithstanding the foregoing, Quintero may disclose this Agreement to her immediate family, tax advisors, financial advisors, insurers, and attorneys.

10. Nondisparagement. Quintero agrees not to disparage Indorama or the Released Parties by using information obtained from her employment with the Defendant or the allegations of Action to make or solicit comments, statements, or the like to the media or to others that may be considered to be derogatory or detrimental to their good name and/or business reputation. This provision shall not prohibit Quintero from giving truthful responses or testimony in any legal or regulatory proceeding or inquiry.

11. Acknowledgments and Affirmations. Quintero affirms that she has neither filed nor caused to be filed, and is not presently a party to, any claim against any of the Released Parties with the exception of the instant Action and any claim made with the Labor Workforce & Development Agency in connection therewith. Quintero also affirms that the Settlement Sum represents payment of all salary, compensation, wages, bonuses, commissions and/or benefits to which Quintero may be entitled.

12. Neutral Reference. Indorama agrees to respond to inquiries regarding Quintero's employment with a written neutral reference that shall include only Quintero's title and dates of employment with Indorama. Without inferring any disparagement or deliberate non-cooperation

in connection with inquiries, Indorama will not provide any verbal references for Quintero, or any follow up written references in connection with Quintero, even if requested.

13. Attorneys' Fees and Costs. The Parties agree that each party shall bear her/its own costs, fees, and expenses (including attorneys' fees) incurred in any way in connection with the Action, including such costs, fees, and expenses incurred in connection with any related negotiations, and in connection with the execution of this Agreement. However, the parties, and each of them, agree that, in the event that a court of competent jurisdiction determines there has been a breach of Paragraphs 2, 5 or 9 of this Agreement, the Party deemed by the court to be the prevailing party in such subsequent action shall be entitled to, in addition to any other relief provided by law and/or equity, such reasonable attorneys' fees and statutory costs found by the court to be reasonably necessary in: (1) establishing, enforcing, or maintaining the applicability or validity of this Agreement or any of its terms; (2) establishing the breach; (3) remedying the breach; and (4) recovering damages therefore. The remedies and rights set forth in this Paragraph are limited to a breach of Paragraph 2, 5 or 9 of this Agreement and do not expand the rights of any Party to other matters related to the Action or this Agreement.

14. No Oral Modifications. The provisions of this Agreement may be modified only by written agreement of all Parties. The terms or provisions of this Agreement may not be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by all Parties. This Agreement may not be assigned by any party.

15. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, and all such counterparts shall comprise but one Agreement. Further, this Agreement may be executed by scanned PDF, facsimile or DocuSign. Execution by any of the above methods shall be deemed to be execution in the original in accordance with California law.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and heirs.

17. Further Assurances. The Parties hereto agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

18. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This Agreement may not be terminated or modified except by a writing signed by all Parties. The Parties agree that this Agreement contains the Parties' full and complete agreement.

19. Joint Authorship. This Agreement is the result of negotiations between the

Parties to this Agreement. There shall be no presumption that any ambiguities in this Agreement shall be resolved against any party. Any controversy regarding the construction or interpretation of this Agreement shall be decided neutrally, in light of its conciliatory purposes, and without regard to events of authorship.

20. Headings. The paragraph headings herein are for convenience only, and shall not affect the interpretation or construction of this Agreement.

21. Governing Law. This Agreement shall be construed under and governed by the laws of the State of California, notwithstanding any choice of law provision or principle to the contrary.

22. Advice of Counsel. Each person executing this Agreement represents that he/she/it has consulted with an attorney prior to signing this Agreement. Quintero represents that she has determined that this Agreement is fair and reasonable under all circumstances and that this determination has been based solely upon her independent judgment after consulting with her counsel. In making this determination, Quintero has had an adequate opportunity to discuss and assess the merits of all her claims and potential claims.

23. Admissibility of Agreement. The Parties agree that this Agreement is admissible for the purposes enforcing the terms of the Parties' Agreement, as set forth herein, pursuant to California Evidence Code Section 1123 and California Civil Code Section 664.6. Moreover, under California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce this Agreement.

24. Signatures. The Parties hereby signify their agreement to the above terms by their signatures below. The officers/representative(s) of Indorama signing this Agreement represent that they are authorized to execute this Agreement on behalf of the respective entity on behalf of which they sign. Quintero executes this Agreement on her own behalf and represents that: (1) she has been given an opportunity to consult with counsel prior to signing this Agreement, (2) she has not relied on any representations made by Indorama's counsel with respect to the subject matter of this Agreement, and (3) this Agreement includes a mutual release relinquishing all existing and possible claims by Quintero against Indorama, including the Released Parties, arising from her employment.

Dated: 5/26/2022, 2022

DocuSigned by:

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Herlinda Renteria Quintero

Dated: _____, 2022

**Indorama Ventures Sustainable Solutions
Fontana, Inc.**

By: _____

Name: _____

Title: _____

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Dated: _____, 2022

Herlinda Renteria Quintero

Dated: _____, 2022

**Indorama Ventures Sustainable Solutions
Fontana, Inc.**

By: Byron Geiger

Name: Byron Geiger

Title: Head of Operations Americas