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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

THOMY RABEL, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, Plaintiff, v. BOOSTER FUELS, INC., a Delaware corporation; FRANCIS MYCROFT, an Individual; JASON GODLEY, an Individual; and DOES 1 through 100, inclusive, Defendants.	Case No. 22-CIV-03765 [Assigned to the Hon. Raymond V. Swope in Dept. 23] **JOINT STIPULATION OF SETTLEMENT OF PAGA ACTION AND RELEASE OF PAGA CLAIMS**

This Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered into by and between Plaintiff Thomy Rabel (hereinafter "Plaintiff"), in her representative capacity on behalf of the State of California and fellow Aggrieved Employees, and Defendant Booster Fuels, Inc. (hereinafter "Defendant"):

I. <u>DEFINITIONS</u>

A. "Action" shall mean the case of *Thomy Rabel v. Booster Fuels, Inc. et al,* filed on September 14, 2022 in San Mateo Superior Court, Case No. 22-CIV-03765.

B. "Aggrieved Employees" shall mean all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees during the PAGA Period.

C. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Settlement of PAGA Action and Release of PAGA Claims.

D. "Claims Administrator" or "Settlement Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"). The Claims Administrator establishes, designates, and maintains a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims in the Action on behalf of the LWDA and the Aggrieved Employees. The Claims Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.***

E. "Claims Administration Costs" means the amount to be paid for the costs of administration of the Settlement from the Gross Settlement Amount in an amount not to exceed $4,950.

F. "Court" means the Superior Court for the State of California, County of San Mateo presiding over the Action.

G. "Defendant" shall mean Booster Fuels, Inc., a California limited liability company.

H. "Effective Date" means the date upon which both of the following have occurred: (i) approval of the PAGA Settlement is granted by the Court, and (ii) the Court's Judgment approving the PAGA Settlement becomes Final. Final shall mean when the Court enters Judgement or the latest of:(a) the day the Court enters Judgment.

I. "Employee Data" means information regarding the Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Claims Administrator. It shall be formatted in the manner requested by the Claims Administrator and shall include sufficient information to effectuate this settlement, including but not limited to: each Aggrieved Employee's full name; last known address; last known phone number; Social Security Number; and dates of employment (*i.e.* hire dates, termination dates (as applicable) and re-hire dates (as applicable).

J. "Funding Date" shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement. Defendant shall pay the Gross Settlement Amount to the Claims Administrator within thirty (30) days of the Effective Date.

K. "Gross Settlement Amount" means the Three Hundred Seventy-Five Thousand Dollars and Zero Cents ($375,000.00) payment of all claims, which Defendant shall pay into the QSF in connection with this Settlement, inclusive of Plaintiff's Service

Award, Claims Administration Expenses, PAGA Counsel Award, and PAGA Payment.

L. "LWDA" means the California Labor and Workforce Development Agency.

M. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved Employees by the Claims Administrator in the form set forth as Exhibit A to this Agreement.

N. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*

O. "PAGA Counsel" shall mean David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C. ("BLG").

P. "PAGA Counsel Award" means the award of attorneys' fees and reimbursement of litigation expenses that the Court authorizes to be paid to PAGA Counsel for the services they have rendered to Plaintiff, the State of California, and the Aggrieved Employees consisting of attorneys' fees not to exceed one-third of the Gross Settlement Amount. To the extent that the Court approves less than the PAGA Counsel Award that PAGA Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Gross Settlement Amount. PAGA Counsel's application for the PAGA Counsel Award is subject to Court approval, and a reduction in attorneys' fees or costs awarded by the Court is not a basis for Plaintiff to void, rescind, or terminate this Agreement. Defendant will not oppose requests for Court approval of the PAGA Counsel Award provided that the amounts do not exceed these amounts nor Plaintiff's reasonable attorneys' expenses.

Q. "PAGA Payment" means the Gross Settlement Amount minus Plaintiff's Service Award, Claims Administration Expenses, and the PAGA Counsel Award. The PAGA

Payment will be allocated so that 75% of the payment will be paid to the Labor & Workforce Development Agency ("LWDA") and 25% will be paid to Aggrieved Employees ("Aggrieved Employee Payment"). The allocation of payment of claims among the Aggrieved Employees shall be paid based on the number of pay periods worked during the PAGA Period. Aggrieved Employees will be issued Form 1099 for the Aggrieved Employee Payments.

R. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA Period for each Aggrieved Employee divided by the total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

S. "PAGA Period" means the period between July 11, 2021, through August 21, 2024.

T. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

U. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means any semimonthly pay period in which Aggrieved Employees worked during their employment with Defendant during the PAGA Period, based on hire dates, termination dates (if applicable) and re-hire dates (if applicable).

V. "Plaintiff" or "PAGA Representative" shall mean Thomy Rabel.

W. "Qualified Settlement Fund" or "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Claims Administrator to fund the Gross Settlement Amount.

X. "Released PAGA Claims" shall mean all PAGA claims that occurred within the PAGA Period and that were alleged in the operative Complaint and Plaintiff's PAGA notices to the LWDA, regarding Defendant, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

Y. "Released Parties" shall mean Defendant, and its former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders, and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals.

Z. "Service Award" means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

AA. "Settlement" means the disposition of the Action pursuant to this Agreement.

II. RECITALS

A. On June 22, 2022 Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On September 14, 2022 Plaintiff filed a representative action complaint against Defendant alleging a single cause of action for violations of PAGA at Labor Code Sections 2698, for the following:

1. Civil Penalties under Labor Code §210;
2. Civil Penalties under Labor Code §226.3;
3. Civil Penalties under Labor Code §558
4. Civil Penalties under Labor Code §1174.5
5. Civil Penalties under Labor Code §1197.1
6. Civil Penalties under Labor Code §2699

C. On August 3, 2023, Defendants Francis Mycroft and Jason Godley were dismissed from the case without prejudice.

D. On May 20, 2024, the Parties participated in an all-day mediation presided over by Hon. Daniel Buckley (Ret.), a mediator of wage and hour representative actions, which led to this Settlement.

E. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the Gross Settlement Amount of Three Hundred Seventy-Five Dollars and Zero Cents ($375,000.00), unless increased pursuant to paragraph III(A)(2). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Except as provided for in Section III(A)(2), Defendant shall not be required to pay more or less than the Gross Settlement Amount.

2. Number of Aggrieved Employees and Pay Periods. At the time of mediation, Defendant estimated that there are approximately 345 Aggrieved Employees who worked an aggregate total of 9,371 Pay Periods during the PAGA Period.

Should the qualifying pay periods increase beyond 10% worked by the Aggrieved Employees during the PAGA Period (i.e., more than 937), the Gross Settlement Amount will increase proportionally for the number of pay periods over 110% of 9,371, or 10,308 (9,371+937). For example, if the total workweeks in the PAGA Period increase by 15%, or to 10,777 total workweeks, the Gross Settlement Amount shall increase by 5%, or $18,750.00. Defendant will provide the Employee Data to the Settlement Administrator one week prior to Plaintiff's deadline to file her motion for approval of the settlement.

3. <u>Settlement Payment</u> Defendant will pay the Gross Settlement Amount to the Claims Administrator within thirty (30) days of the court's settlement approval order becoming "final." For purposes of this section, "final" means when the Court enters Judgement.

B. <u>PAGA Release</u>. Effective upon entry of Judgment and when Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement and in exchange for the consideration set forth in this Agreement, Plaintiff, the LWDA, and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period.

C. <u>General Release by Plaintiff</u>. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount, for the consideration set forth in this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released Parties from any and all claims, including but not limited to: any and all wage-and-hour claims arising under the laws of the State of California, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages, interest, and/or punitive damages (including, without limitation, claims under any applicable Industrial Welfare Commission Wage Order, the California Private Attorneys General Act, or any other provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq*.); the California Fair Employment and Housing Act; any state, civil, or statutory laws, including any and all human rights laws and laws against discrimination; any claims that could have been alleged in the Lawsuit; and any other federal, state, or local statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and any claims for interest, attorneys' fees, and/or costs. This release does not extend to claims that cannot be released as a matter of law, such as workers' compensation claims, unemployment insurance, or indemnification statutes. Further, in exchange for his Class Representative's Payment Plaintiff expressly waives the protections of California Civil Code section 1542, and it is his intention in executing this Agreement that the same shall be effective as a bar to each and every claim, complaint, action, debts, promises, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs herein above released. Plaintiff also waives and relinquishes any and all claims, rights or benefits, if any, arising under California Civil Code § 1542, which provides as follows:

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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

D. <u>Conditions Precedent</u>: The foregoing PAGA Release and General Release by Plaintiff will take effect only upon (1) the Court entering judgment pursuant to either the

Parties' Motion for Settlement Approval or Joint Stipulation re: Settlement Approval, and (2) Defendant fully funding the Gross Settlement Amount.

E. Nullification of Settlement Agreement. If the Court does not approve this Settlement Agreement, fails to become effective, or is reversed, withdrawn, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released PAGA Claims, or if Defendant fails to fully fund Gross Settlement Amount:

1. The parties agree to first work informally together to address any issues raised by the court to approve the settlement or related to fully funding the settlement to see if the settlement can be maintained;

2. In the event the parties are unable to informally address the aforementioned issues, the Parties agree to seek assistance from Mediator Daniel Buckley for resolution of the issues;

3. Only in the event the parties are not able to address any issues raised by the court or with settlement funding though informal means or mediation, Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and none of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action.

F. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for in this Agreement. The Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their respective share of the Aggrieved Employee

Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of the Aggrieved Employees Payments.

G. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

H. Claims Administrator. The Claims Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to PAGA Counsel, LWDA, and Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating, and distributing tax forms for the Aggrieved Employee Payments; providing declaration(s) as necessary in support of approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Claims Administrator to perform. The Claims Administrator shall keep the Parties timely apprised of the performance of all Claims Administrator responsibilities.

I. Employee Data. No later than fourteen (14) calendar days after the Effective Date, Defendant shall provide the Claims Administrator with the Employee Data.

J. Funding and Allocation of the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to the Claims Administrator on or before the Funding Date.

1. Calculation of Individual Payments to the Aggrieved Employees. Using the Employee Data, the Claims Administrator shall add up the total number of Pay Periods for all Aggrieved Employees during the PAGA Period. The respective Pay Periods for each Aggrieved Employee will be divided by the total Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

2. Allocation of Individual Aggrieved Employee Payments. For tax purposes, individual Aggrieved Employee Payments shall be allocated and treated 100% as penalties and interest. The individual Aggrieved Employee Payments shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

3. No Credit Toward Benefit Plans. The individual Aggrieved Employee Payments made to the Aggrieved Employees under this Settlement

Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

4. Mailing. Individual Aggrieved Employee Payments shall be mailed to the Aggrieved Employees' last known mailing address by regular First-Class U.S. Mail no later than fourteen (14) calendar days after the Funding Date. Upon receipt of the Employee Data, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after receiving the Employee Data from Defendant, the Claims Administrator shall mail Individual Aggrieved Employee Payments to all Aggrieved Employees via regular First-Class U.S. Mail. The Claims Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Claims Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

5. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved Employee Payments returned to the Claims Administrator as non-delivered on or before the check cashing expiration deadline shall be re-mailed to any

forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Claims Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Aggrieved Employee involved, and shall then perform a re-mailing, if the Claims Administrator identifies another mailing address. In addition, if any Individual Aggrieved Employee Payment, which is addressed to any Aggrieved Employee who is currently employed by Defendant, is returned to the Claims Administrator as non-delivered and no forwarding address is provided, the Claims Administrator shall notify Defendant. Defendant will request that the currently employed Aggrieved Employee provide a corrected address and transmit to the Administrator any corrected address provided by the Aggrieved Employee.

6. Check Expiration Deadline. All checks mailed to the Settlement Class Members and Aggrieved Employees that are not cashed within one hundred eighty (180) days of the date of issuance of the check shall be transmitted to the State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not claim the funds. Aggrieved Employees who received a re-mailed Individual Aggrieved Employee Payment shall have their check expiration deadline extended fifteen (15) days from the original check expiration deadline.

7. LWDA Payment. The Claims Administrator shall transmit the LWDA Payment to the LWDA as one lump sum payment, if by check, certified mail

return receipt requested to PAGA Counsel, within fifteen (15) calendar days of the Gross Settlement Amount being funded in full.

8. Service Award. Plaintiff will apply to the Court for an award of up to $10,000.00, as the Service Award. Defendant will not oppose a Service Award of up to $10,000.00 to Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fourteen (14) days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Plaintiff shall be part of the PAGA Settlement Amount and shall be distributed to the Aggrieved Employees as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

9. PAGA Counsel Award. Defendant understands and does not oppose a request by PAGA Counsel for attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount plus costs and expenses supported by declaration not to exceed Thirty Thousand Dollars ($30,000.00), from the Gross

Settlement Amount will be made. Any portion of the requested PAGA Counsel Award that is not awarded to PAGA Counsel shall be part of the PAGA Payment and shall be distributed to the LWDA and the Aggrieved Employees as provided in this Agreement. The Claims Administrator shall distribute and pay the PAGA Counsel Award to PAGA Counsel from the Gross Settlement Amount no later than fourteen (14) calendar days after the Gross Settlement Amount being funded in full. PAGA Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Claims Administrator shall issue an IRS Form 1099 — MISC to PAGA Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested PAGA Counsel Award, Plaintiff and PAGA Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding. There will be no additional charge of any kind to either the Aggrieved Employees or request for additional consideration from Defendant for such work unless, Defendant materially breaches this Agreement, including any material term regarding funding, and further efforts are necessary from PAGA Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

10. Claims Administration Costs. The Claims Administration Costs shall be paid from the Gross Settlement Amount to the Claims Administrator for the costs of administration of the Settlement. The estimate of the Claims Administration Costs is $4,950.00. The Claims Administrator shall be paid the Claims

Administration Costs no later than fifteen (15) calendar days after the Gross Settlement Amount has been funded in full.

K. Approval Motion. PAGA Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Settlement Approval and Entering Judgment Finally Approving Settlement, within sixty (60) days following the execution of this Agreement.

L. Notice of Settlement to LWDA. In connection with the Motion for Approval of PAGA Settlement and/or Joint Stipulation re: Settlement Approval, PAGA Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(l)(2). PAGA Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(l)(3).

N. Review of Motion for Settlement Approval. PAGA Counsel will provide an opportunity for Counsel for Defendant to review the Motion for Settlement Approval, including the Order Granting Approval of the Settlement, and Judgment Finally Approving Settlement before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement.

Q. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrant that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. PAGA Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience. Furthermore, should any Aggrieved Employees contact PAGA Counsel, nothing herein shall prohibit PAGA Counsel from assisting such employees at their own volition.

U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

W. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.

Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released PAGA Claims have merit and give rise to liability on the part of Defendant. Defendant contends that the Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or PAGA Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 23/01/2025

thomy rabel (Jan 23, 2025 16:48 PST)

THOMY RABEL

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 2/11/2025

Nikhil Vasa

BOOSTER FUELS, INC.

Nikhil Vasa

Name

CFO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 2/4/2025

BIBIYAN LAW GROUP, P.C.

By: Vedang J. Patel

David Bibiyan, Esq.
Vedang J. Patel
Attorneys for the Plaintiff and the Aggrieved Employees

DATED: 2/11/2025

JACKSON LEWIS, P.C.

By:

Robert D. Vogel, Esq.
Elise G. Dvorochkin, Esq.
Attorneys for Defendant, Booster Fuels, Inc.

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by former California employees against Booster Fuels, Inc. ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"). Plaintiff Thomy Rabel ("Plaintiff") claimed that she and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid final wages.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees ("Aggrieved Employees") at any time between July 11, 2021, through August 21, 2024 ("PAGA Period").

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check was issued pursuant to the terms of the PAGA settlement in San Mateo Superior Court Case No. 22-CIV-03765. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].