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Employees*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

NESTHOR DAMIAN CARRERA,
individually, and on behalf of all other
aggrieved employees,

Plaintiff,

v.

ANABI OIL CORPORATION *dba* REBEL
CONVENIENCE STORES, a California
corporation, TMSO, INC., a California
company, HOLLINS MANAGEMENT
GROUP, INC., a California company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CIVSB2431089

[Assigned for All Purposes to the Honorable
Kory Mathewson, Dept. R-12]

**STIPULATION FOR SETTLEMENT AND
RELEASE UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

Dated Filed: October 14, 2024

Trial Date: Not Set

1 This Stipulation for Settlement and Release (“PAGA Agreement” or “ PAGA
2 Settlement”) under the Private Attorneys General Act, California Labor Code section 2698 et
3 seq. (“PAGA”), is made by and between Nesthor Damian Carrera (“Plaintiff”), as representative
4 on behalf of allegedly Aggrieved Employees as further defined herein and the State of California
5 and Anabi Oil Corporation *dba* Rebel Convenience Stores, TMSO, Inc., and Hollins
6 Management Group, Inc., (“Defendants”). Plaintiff and Defendants are collectively referred to
7 herein as the “Parties” and may be individually referred to as a “Party.”

8 **A. PROCEDURAL BACKGROUND**

9 1. This Settlement is made and entered into by and between Plaintiff and Defendants,
10 and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties
11 expressly acknowledge that this PAGA Agreement is entered into solely for the purpose of
12 compromising significantly disputed claims and that nothing herein is an admission of liability
13 or wrongdoing by Defendants as related to the PAGA Agreement. Defendants deny that they are
14 liable to Plaintiff or the Aggrieved Employees and deny they have violated any law.

15 2. On June 28, 2024, Plaintiff filed a notice with the California Labor & Workforce
16 Development Agency (“LWDA”) alleging that Defendants failed to comply with: 1) California
17 Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); 2) California Labor Code §§
18 226.7 (Unpaid Rest Break Premiums); 3) California Labor Code §§ 510 and 1198 (Unpaid
19 Overtime; 4) California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 (Unpaid Minimum
20 Wages); 5) California Labor Code §§ 204, 210, and 558 (Failure to Pay All Wages). ; 6)
21 California Labor Code §§ 201, 202 and 203, (Wages Not Timely Paid Upon Termination); 7)
22 California Labor Code § 226(a) and 226.3(Non-compliant Wage Statements); 8) California
23 Labor Code §§ 1198 (Standard Conditions of Labor); 9) California Labor Code §§ 1174,
24 Industrial Wage Order (Failure to Maintain Records); 10) California Labor Code §§ 2802
25 (Failure to Reimburse Business Expenses); (“PAGA Notice”). Plaintiff filed an amended PAGA
26 Notice on July 30, 2024.

27 3. On October 14, 2024, Plaintiff filed his PAGA Complaint in San Bernardino
28 Superior Court, Case No: CIVSB2431089 (hereinafter the “ PAGA Action”), seeking civil

1 penalties only, predicated on Defendants' alleged failure to provide meal, and rest periods, failure
2 to pay overtime wages, minimum and straight time wages, failure to pay timely wages, failure to
3 all wages due to discharged and quitting employees, failure to provide itemized wage statements,
4 failure to maintain required records, and the failure to reimburse employees for necessary
5 expenditures incurred in the discharge of duties.

6 4. The Parties agreed to engage in informal discovery and participate in mediation.

7 5. The Parties attended mediation on January 30, 2026, with the highly experienced
8 mediator E. Will Klatte, Esq. The Parties initially did not reach a settlement at the mediation.
9 After continuing discussions after the mediation, the Parties reached this PAGA Settlement of
10 the Action at the end of the mediation subject to Court approval.

11 6. The Parties recognize the risk, expense, and delay in continuing the PAGA
12 Action, and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly,
13 the Parties desire to settle, compromise, and discharge all disputes and claims arising from or
14 relating to the Action.

15 B. DEFINITIONS

16 1. "Action" means *Nesthor Damian Carrera v. Anabi Oil Corporation, et al.*, filed
17 on October 14, 2024, in the Superior Court of California, County of San Bernardino, Case No.
18 CIVSB2431089.

19 2. "Aggrieved Employees" means all non-exempt, hourly employees who worked for
20 Defendants at any time in the State of California, from July 11, 2023, through January 31, 2026.

21 3. "PAGA Agreement" or "PAGA Settlement" means this Stipulation for Settlement
22 and Release.

23 4. "Plaintiff's Counsel" means Scott Ernest Wheeler of The Wheeler Law Firm,
24 APC, and Marcia Guzmán of Guzmán & Tokar LLP.

25 5. "Complaint" means the operative Representative Action Complaint for Violation
26 of California Labor Code Section 2698 et. seq. pursuant to the Private Attorneys General Act
27 ("PAGA") in this Action, filed on October 14, 2024.

28 6. "Court" means Superior Court of the State of California, for the County of San

Bernardino.

7. “Defendants” means Anabi Oil Corporation *dba* Rebel Convenience Stores, TMSO, Inc., and Hollins Management Group, Inc.

8. “Effective Date” means the date on which the Superior Court’s Order and Judgment is filed and entered by the Court.

9. “Enhancement Payment” means the amount that the Court authorizes to be paid to the named Plaintiff, separate from his Individual Settlement Payment, of \$7,000.00, in recognition of their efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting approval of the Settlement, the Parties agree that the named Plaintiff shall be paid up to Seven Thousand Dollars and Zero Cents (\$7,000.00). The Enhancement Payment will be paid from the Gross Settlement Amount. It is understood by Plaintiff that the Court has final discretion as to the approval and payment of any Enhancement Payment.

10. “Gross Settlement Amount” means the gross amount of Three Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000.00) to be paid by Defendants as provided by this PAGA Agreement to fully and finally settle, resolve, and conclude this Action as to Released Parties, as providing under this PAGA Agreement, without any admission of fault or liability. The Gross Settlement Amount includes all individual Settlement Payments to Aggrieved Employees, payment to the LWDA, Settlement Administration Costs, Attorneys’ Fees and Costs, and the Enhancement Payment to Plaintiff.

11. “Individual Settlement Payment” means the amount payable from the Net Settlement Fund to each Aggrieved Employee related to this PAGA Agreement.

12. “Order and Judgment” means the Court’s Order granting approval of the PAGA Settlement and entering Judgment, in the form substantially similar to that attached to this PAGA Agreement as **Exhibit A**.

13. “Net Settlement Fund” means the balance of the Gross Settlement Amount remaining after deduction of the approved Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs, and Settlement Administration Costs.

14. “PAGA Period” means the period of July 11, 2023, through January 31, 2026.

1 15. “Parties” means Plaintiff and Defendants, together.

2 16. “Plaintiff” means Nesthor Damian Carrera.

3 17. “PAGA Released Claims” shall mean: All claims for statutory penalties released
4 by Plaintiff on behalf of the State of California that were or could have been sought by the
5 California Labor Commissioner for the violations identified in Plaintiff’s pre-filing letters to the
6 LWDA dated June 28, 2024, and July 30, 2024, and the operative Complaint based upon the
7 following: 1) California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); 2)
8 California Labor Code §§ 226.7 (Unpaid Rest Break Premiums); 3) California Labor Code §
9 226(a) and 226.3(Non-compliant Wage Statements); 4) California Labor Code §§ 1198 (Standard
10 Conditions of Labor); 5) California Labor Code §§ 1174, Industrial Wage Order (Failure to
11 Maintain Records); 6) California Labor Code §§ 2802 (Failure to Reimburse Business
12 Expenses); 7) California Labor Code §§ 201, 202 and 203, (Wages Not Timely Paid Upon
13 Termination); 8) California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 (Unpaid Minimum
14 Wages); 9) California Labor Code §§ 510 and 1198 (Unpaid Overtime); and 10) California Labor
15 Code §§ 204, 210, and 558 (Failure to Pay All Wages). (“PAGA Notice”).

16 18. “Released Parties” means Defendants and its officers, directors, employees and
17 agents only as related to the PAGA Action.

18 19. “Settlement Administration Costs” means the fees and expenses reasonably
19 incurred by the PAGA Settlement Administrator as a result of the procedures and processes
20 expressly required for completion of the Settlement and by this PAGA Agreement, which are
21 estimated at \$8,000.00. Any portion of the Settlement Administration Costs not used or approved
22 by the Court shall be added to the Net Settlement Fund.

23 20. “Settlement Administrator” means Phoenix Settlement Administrators.

24 **C. PAYMENT OF CONSIDERATION**

25 1. Settlement Consideration. Defendants shall pay the Gross Settlement Amount as
26 specified in this PAGA Agreement, which shall be used to pay: (1) Attorneys’ Fees and Costs;
27 (2) Enhancement Payment; (3) Settlement Administration Costs; and (4) payment to the LWDA.
28 The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross

1 Settlement Amount shall revert to Defendants. Payment shall be made to the Settlement
2 Administrator for disbursement in accordance with this PAGA Agreement and the Order and
3 Judgment approving the PAGA Settlement. Except as set forth in paragraph C.3 herein, under no
4 circumstances shall Defendants be responsible under this Settlement for payment of more than
5 the Gross Settlement Amount.

6 2. Pay Periods. The Gross Settlement Amount was calculated with, and is premised
7 on, Aggrieved Employees working 18,000 compensable pay periods in California during the
8 PAGA Period (“Affected Pay Periods”).

9 3. Funding of the Gross Settlement Amount. In exchange for the releases,
10 obligations, and promises set forth in this PAGA Agreement (and subject to the terms and
11 conditions contained in this PAGA Agreement), Defendants are responsible for paying the entire
12 Gross Settlement Amount within thirty (30) calendar days of the Court approving the Private
13 Attorneys General Act (“PAGA”) Settlement and entering judgment. Defendants shall fully
14 fund the Gross Settlement Amount by transmitting the Gross Settlement Amount to the
15 Settlement Administrator by wire or as otherwise instructed by the Settlement Administrator.
16 Any interest that is earned on the Gross Settlement Amount shall be allocated to the Net
17 Settlement Fund. The Parties agree to cooperate with the Settlement Administrator and one
18 another to the extent reasonably necessary to carry out the provisions of this Section.

19 4. Allocation of the Net Settlement Fund. The Net Settlement Fund shall be used to
20 satisfy Individual Settlement Payments to Aggrieved Employees and payment to the LWDA in
21 accordance with the terms of this PAGA Agreement. The Net Settlement Fund is the maximum
22 amount that will be available for distribution to the LWDA and Aggrieved Employees in full
23 satisfaction of all Released Claims. Pursuant to PAGA, sixty-five percent (65%) of the Net
24 Settlement Fund will be paid to the LWDA, and the remaining thirty-five percent (35%), will be
25 paid to all Aggrieved Employees (“Net PAGA Payment”).

26 5. Calculation of Individual Settlement Payment. The Settlement Administrator
27 shall calculate the Individual Settlement Payments by dividing the Net PAGA Payment by the
28 total number of Affected Pay Periods. That value will then be multiplied by the number of pay

periods worked by each respective Aggrieved Employee during the PAGA Period. Aggrieved Employees are entitled to 100% of the Net PAGA Payment.

6. Tax Treatment of Individual Settlement Payment. All Individual Settlement Payments shall be allocated 100% as penalties. The amount of payments shall be reported on an IRS Form 1099 (to the extent required by law) by the Settlement Administrator and shall not be subject to local, state or federal tax withholdings.

7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein 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 PAGA Settlement Agreement will not affect any rights, contributions, or amounts to which any Covered Employee may be entitled under any benefit plans.

8. Enhancement Payment. Defendants agree not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment of up to Seven Thousand Dollars and Zero Cents (\$7,000) to the named Plaintiff. The Enhancement Payment shall be paid from the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement Payment as a Aggrieved Employee. It is understood by Plaintiff that the Court has final discretion in any Enhancement Payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Enhancement Payment and shall hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Any portion of the Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Fund and shall be distributed to Aggrieved Employees as provided in this PAGA Agreement.

9. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorneys' fees, litigation costs, and expenses arising out of the Action, Defendants agree that Plaintiff's Counsel may apply to the Court for an amount of reasonable attorneys' fees not to

1 exceed One Hundred and Sixteen Thousand and Five Hundred and Fifty Dollars and Zero Cents
2 (\$116,550.00) and will request actual costs, up to a maximum of Twenty Thousand Dollars and
3 Zero Cents (\$20,000.00) ("Attorneys' Fees and Costs"), pursuant to PAGA, which provides for
4 the recovery of attorneys' fees and costs, which shall be paid from the Gross Settlement Amount
5 to their respective business accounts. The Settlement Administrator shall issue an IRS Form 1099
6 to Plaintiff's Counsel reflecting the awarded attorneys' fees, costs, and expenses. The Parties
7 understand that the Court makes the final determination on the award of Attorneys' Fees and
8 Costs, and that any portion of these amounts not awarded as Attorneys' Fees and Costs shall be
9 added to the Net Settlement Fund and distributed to Aggrieved Employees and LWDA as
10 provided in this PAGA Agreement.

11 10. Settlement Administration Costs. The Settlement Administrator shall be paid for
12 the reasonable costs of administration of the Settlement from the Gross Settlement Amount,
13 currently estimated at \$8,000.00. These costs, which shall be paid from the Gross Settlement
14 Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement
15 Payments, the issuance of Form 1099 IRS forms, and providing necessary reports and
16 declarations. Any portion of the Settlement Administration Costs not allowed shall be added to
17 the Net Settlement Fund and shall be distributed to Aggrieved Employees and the LWDA as
18 provided in this PAGA Agreement.

19 **D. ADMINISTRATION OF SETTLEMENT**

20 1. Approval of PAGA Settlement. Plaintiff's Counsel shall request the entry of an
21 order and judgment granting approval of the PAGA Settlement pursuant to the terms of this
22 Stipulation for Settlement and Release, which shall include findings and orders: (i) approving the
23 Settlement, (ii) adjudging the terms to be fair, reasonable, and adequate and binding on the State
24 of California, (iii) reciting the release terms, (iv) directing that the Settlement's terms and
25 provisions be carried out; (v) entering final judgment in accordance with this PAGA Agreement
26 and without further fees or costs to any party except as expressly set forth in this PAGA
27 Agreement; and (vi) retaining jurisdiction to oversee administration and enforcement of the terms
28 of this PAGA Agreement and the Court's orders. Plaintiff's motion shall be unopposed by

1 Defendants, unless Plaintiff's approval motion seeks relief inconsistent with or not specified by
2 this PAGA Agreement. In such event, Defendants reserve the right to address any assertions that
3 are not consistent with this PAGA Agreement.

4 2. Settlement Administration. The Parties agree to cooperate in the administration
5 of the PAGA Settlement and to make all reasonable efforts to control and minimize the costs and
6 expenses incurred in the administration of the Settlement. The Settlement Administrator shall
7 provide the following services:

- 8 a. Calculate the Individual Settlement Payment to be paid to each Covered
9 Employee in accordance with the terms and provisions of this PAGA
10 Agreement;
- 11 b. Print and issue Individual Settlement Payment checks;
- 12 c. Verify the last known address for each Covered Employee through a
13 generally utilized, national address update database prior to mailing the
14 Individual Settlement Payment check;
- 15 d. Disburse any awards of costs and attorneys' fees;
- 16 e. Prepare and issue 1099 Forms; and
- 17 f. Perform such other tasks necessary to effectuate the terms of this PAGA
18 Agreement or as the Parties mutually agree or the Court orders the Parties
19 to perform.

20 3. Delivery of the Covered Employee List and Data. Within twenty (20) calendar
21 days after the Effective Date, Defendants shall provide the Settlement Administrator with a
22 Microsoft Office Excel spreadsheet that includes each Aggrieved Employees full name;
23 employee number; most recent mailing address; social security number; and payroll information
24 sufficient to identify the total number of Affected Pay Periods worked by the employee during
25 the PAGA Period. All information provided by Defendants to the Settlement Administrator shall
26 remain confidential and will not be disclosed to any person except as reasonably necessary for
27 the Settlement Administrator to carry out its duties, or pursuant to Defendants' express written
28 authorization or by order of the Court in the Action.

1 4. Timing of Distribution. Within twenty (20) calendar days after the payment of the
2 entire Gross Settlement Amount, the Settlement Administrator shall initiate payments to: (a)
3 Aggrieved Employees; (b) the California Labor and Workforce Development Agency; (c)
4 Plaintiff; and (d) Plaintiff's Counsel. The Settlement Administrator will issue the appropriate tax
5 forms for all payments issued under this PAGA Settlement.

6 5. Mailing of Individual Settlement Payments to Aggrieved Employees:

7 a. When making payments to the Aggrieved Employees as provided for in
8 this PAGA Agreement, the Settlement Administrator will mail to each Aggrieved Employee, via
9 first-class United States Mail, the following: (a) the PAGA Settlement Notice in English and
10 Spanish, attached as **Exhibit B**; and (b) their Individual PAGA Payment (collectively, the
11 "PAGA Packet").

12 b. Prior to mailing, the Settlement Administrator will update all addresses
13 using the National Change of Address System (NCOA). In the event that a PAGA Packet is
14 returned to the Settlement Administrator with a forwarding address, the Settlement Administrator
15 will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is
16 provided, then the Settlement Administrator will promptly conduct a "standard search,"
17 sometimes called, "Skip Trace" or "Credit Header" searches, to locate a better address. If a better
18 address is found, the Settlement Administrator will promptly re-send the PAGA Packet. If a
19 better address is not found or the PAGA Packet is ultimately returned without a forwarding
20 address, neither the Settlement Administrator, Defendants, Defense Counsel, Plaintiff's Counsel
21 or named Plaintiff shall be required to take further action.

22 c. Aggrieved Employees shall have 180 calendar days after the date the
23 PAGA Packet is mailed to them to cash their settlement payment checks. If any Covered
24 Employee's check is not cashed within that period, the settlement payment check will be voided
25 and a stop-payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor
26 Plaintiff's Counsel will have any liability for lost or stolen settlement payment checks, forged
27 signatures on settlement payment checks, unauthorized negotiation of settlement payment checks
28 or failure to timely cash a settlement payment check within the 180-day period.

1 d. Any unpaid cash residue or unclaimed Covered Employee funds, plus any
2 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
3 delivered to the State of California LWDA consistent with the purposes of PAGA.

4 6. Additional PAGA Pay Periods.

5 a. It is currently estimated that Aggrieved Employees worked 18,000
6 PAGA Pay Periods. If more than 18,000 (10%) PAGA Pay Periods are identified at the close of
7 the PAGA Period (i.e. January 31, 2026), Defendants shall increase the Gross Settlement
8 Amount on a pro rata basis according to the number of additional PAGA Pay Periods worked
9 by all Aggrieved Employees in excess of 19,800 (10%) with respect to the total number of
10 PAGA Pay Periods worked by all of the Aggrieved Employees.

11 7. Notice to LWDA.

12 a. Plaintiffs' Counsel shall be responsible for submitting the final executed
13 PAGA Agreement and moving papers in support of Court approval to the LWDA upon filing
14 with the Court pursuant to California Labor Code section 2699, but in no event less than seven
15 (7) business days after this Stipulation for Settlement and Release, and the application or
16 motion thereon is filed. (Plaintiff represents that they have submitted a file-stamped copy of
17 the Complaint to the LWDA pursuant to California Labor Code section 2699(l)(1).

18 b. Plaintiff shall further be responsible for submitting a copy of any order
19 or judgment providing for or denying an award of civil penalties under PAGA, including any
20 order and judgment approving this Settlement, to the LWDA within ten (10) business days after
21 entry of the judgment or order pursuant to California Labor Code section 2699.

22 **E. RELEASE OF CLAIMS**

23 1. Release of Claims by Plaintiff on behalf of the State of California. Upon the
24 payment of the Gross Settlement Amount by Defendants, Plaintiff on behalf of the State of
25 California, hereby does and shall be deemed to have fully and finally released and discharged the
26 Released Parties from all PAGA Released Claims for PAGA statutory penalties that could have
27 been sought during the time period of July 11, 2023, through May 31, 2026, arising out of the
28 the operative Complaint and June 28, 2024 and July 30, 2024 LWDA letters. Plaintiff does not

1 release any other Aggrieved Employees claim for wages or damages.

2 This release is limited to PAGA civil penalties and does not include Plaintiff's individual
3 claims for damages.

4 2. No Right to Opt-Out. The Parties agree there is no statutory right for any Covered
5 Employee to opt out or otherwise exclude himself or herself from the PAGA Settlement.

6 5. No Additional Attorneys' Fees or Costs. The Parties agree to bear their own
7 attorneys' fees and costs related to this Action except as specifically provided in this PAGA
8 Agreement.

9 **F. MISCELLANEOUS**

10 1. Tax Liability. Defendants, Defense Counsel, the Settlement Administrator, and
11 Plaintiff's Counsel make no representation as to the tax treatment or legal effect of the payments
12 called for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement,
13 representation, or calculation by Defendants, Defense Counsel, Plaintiff's Counsel, or by the
14 Settlement Administrator in this regard. Plaintiff and Aggrieved Employees understand and agree
15 that they will be solely responsible for the payment of any and all taxes and penalties assessed
16 on their respective payments described herein and will defend, indemnify, and hold Defendants,
17 Defense Counsel, Plaintiff's Counsel and the Settlement Administrator free and harmless from
18 and against any claims resulting from treatment of such payments as non-taxable
19 penalties/damages.

20 2. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
21 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
22 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
23 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
24 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
25 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
26 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
27 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
28 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT

1 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
2 (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND
3 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH
4 THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
5 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR
6 TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
7 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
8 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
9 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
10 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
11 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
12 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
13 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
14 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
15 AGREEMENT.

16 3. Confidentiality. Plaintiff represents and agrees that he has not and will not
17 disclose or publish the existence of this PAGA Agreement through the news media, social media,
18 websites, litigation reporting service or through any other means, except as reasonably necessary
19 to obtain Court approval and administer the terms of the PAGA Settlement, or to enforce this
20 PAGA Agreement. Plaintiff's counsel can use the existence of this matter and the PAGA
21 Settlement for adequacy of counsel declarations in future actions, related to this provision.

22 4. No Prior Assignments. The Parties and their counsel represent, covenant, and
23 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
24 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
25 demand, action, cause of action or right herein released and discharged. None of the rights,
26 commitments, or obligations recognized under this PAGA Agreement may be assigned by any
27 Party, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party.
28 Plaintiff expressly warrants that Plaintiff has not transferred to any person or entity any right or

1 cause of action, or claim released by this PAGA Agreement.

2 5. Nullification of Settlement Agreement. In the event that the Court does not
3 approve the Settlement as provided herein, the Parties agree to meet and confer to address any
4 concerns the Court raises and determine whether resolution of the claims encompassed by the
5 Settlement can be obtained in a manner consistent with the Court's concerns. The Parties agree
6 to return to mediator, Mr. E. Will Klatte, Esq. to assist in that process. If the Court does not grant
7 approval of the Settlement, and the Parties are not able to address any concerns the Court raises
8 after meeting and conferring, then the Settlement will be null and void and the Parties will be
9 returned to their original respective positions. However, a modification of amounts awarded to
10 named Plaintiff as an Enhancement Payment or to Plaintiff's counsel as attorney's fees and
11 litigation costs and expenses shall not be deemed a material modification of the PAGA
12 Settlement.

13 6. Continued Jurisdiction. After entry of the judgment, the Court will have
14 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
15 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court
16 Approval matters as may be appropriate under court rules or as set forth in this Settlement.

17 7. Entire Agreement. This PAGA Settlement Agreement constitutes the entirety of
18 the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
19 be deemed binding on the Parties related to this Action.

20 8. Amendment or Modification. This PAGA Settlement Agreement may be
21 amended or modified only by a written instrument, signed by either the Parties or their
22 successors-in-interest or counsel for all Parties.

23 9. Cooperation. The Parties agree to cooperate jointly and to take all appropriate
24 action required or permitted to be taken by such Parties pursuant to this PAGA Agreement to
25 effectuate its terms and to execute any other documents required to effectuate the terms of this
26 PAGA Agreement. The Parties and their counsel will cooperate with each other and use their
27 best efforts to effect the implementation of the PAGA Settlement. If the Parties are unable to
28 reach agreement on the form or content of any document needed to implement the PAGA

1 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
2 of this PAGA Agreement, the Parties may seek the assistance of the Court to resolve such
3 disagreement.

4 10. Binding on Successors and Assigns. This PAGA Settlement Agreement will be
5 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

6 11. California Law Governs. All terms of this PAGA Settlement Agreement will be
7 governed by and interpreted according to the laws of the State of California.

8 12. Execution and Counterparts. This PAGA Agreement is subject only to the
9 execution of all Parties. However, the PAGA Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
11 of the signature page, will be deemed to be one and the same instrument provided that counsel
12 for the Parties will exchange among themselves original signed counterparts.

13 13. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
14 this PAGA Agreement is a fair, adequate, and reasonable settlement of the Action and have
15 arrived at this PAGA Settlement after arm's-length negotiations. The Parties further
16 acknowledge that they are each represented by competent counsel of their choosing and that they
17 have had an opportunity to consult with their counsel regarding the fairness and reasonableness
18 of this PAGA Settlement.

19 14. Invalidity of Any Provision. Before declaring any provision of this PAGA
20 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
21 extent possible consistent with applicable precedents so as to define all provisions of this PAGA
22 Agreement valid and enforceable. If any immaterial provision of this PAGA Agreement is or
23 becomes invalid or unenforceable in any respect, the validity and enforceability of the remaining
24 provisions contained herein shall not be affected. Notwithstanding the foregoing, the releases
25 contained herein shall not be deemed severed or deleted from this PAGA Agreement except upon
26 waiver in writing by Defendants.

27 15. Captions. The captions and section numbers in this PAGA Agreement are inserted
28 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent

1 of the provisions of this PAGA Agreement.

2 16. Waiver. No waiver of any condition or covenant contained in this PAGA
3 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
4 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
5 right or remedy.

6 17. Enforcement Action. In the event that one or more of the Parties institutes any
7 legal action or other proceeding against any other Party or Parties to enforce the provisions of
8 this Settlement or to declare rights and/or obligations under this PAGA Settlement, the successful
9 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable
10 attorneys' fees and costs incurred in connection with any enforcement actions.

11 18. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
12 and conditions of this PAGA Agreement. Accordingly, this PAGA Agreement will not be
13 construed more strictly against one party than another merely by virtue of the fact that it may
14 have been prepared by counsel for one of the Parties, it being recognized that, because of the
15 arm's-length negotiations between the Parties, all Parties have contributed to the preparation of
16 this PAGA Agreement.

17 19. Representation by Counsel. The Parties acknowledge that they have been
18 represented by counsel of their choosing throughout all negotiations that preceded the execution
19 of this PAGA Agreement, and that this PAGA Agreement has been executed with the consent
20 and advice of counsel, and reviewed in full.

21 20. Binding PAGA Agreement. The Parties warrant that they understand and have
22 full authority to enter into this PAGA Settlement, and further intend that this PAGA Agreement
23 will be fully enforceable and binding on all Parties, and agree that it will be admissible and
24 subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
25 confidentiality provisions that otherwise might apply under federal or state law.

26 21. Denial of Liability. The Parties expressly recognize that the making of this PAGA
27 Agreement does not in any way constitute an admission or concession of wrongdoing on the part
28 of Defendants. Nothing in this PAGA Settlement, nor any action taken in implementation thereof,

1 nor any statements, discussions or communications, nor any materials prepared, exchanged,
2 issued or used during the course of this Action, is intended by the Parties to, nor will any of the
3 foregoing constitute, be introduced, be used or be admissible in any way in any other judicial,
4 arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation
5 of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any
6 obligation or duty at law or in equity. Notwithstanding the foregoing, this PAGA Agreement may
7 be used in any proceeding in the Court that has as its purpose the interpretation, implementation,
8 or enforcement of the PAGA Settlement or any orders or judgments of the Court entered into in
9 connection therewith, including, without limitation, by Defendants should any party seek relief
10 against any of the Released Parties on any claims released herein.

11 22. Discovery of Documents and Information. Plaintiff and Plaintiff's Counsel agree
12 that they will destroy all documents and information provided to them by Defendants during this
13 Lawsuit within sixty (60) calendar days after the completion of the administration of the
14 Settlement. Plaintiff's Counsel agree that none of the documents and information provided to
15 them by Defendants shall be used for any purpose other than Settlement of the Lawsuit.

16 **IN WITNESS WHEREOF**, the undersigned Parties and their duly authorized
17 representatives accept and agree to the terms of this PAGA Agreement and hereby execute it
18 voluntarily and with a full understanding of its consequences.

19
20 DATE: 06 / 22 / 2026

21
22 By: 

Plaintiff Nesthor Damian Carrera

23
24
25 DATE: 07/10/2026

26 By: Summer Ireifej
Summer Ireifej (Jul 10, 2026 16:50:53 PDT)

27 [PRINT NAME] Summer Ireifej

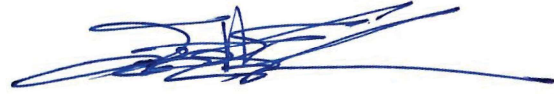
28 Defendants, Anabi Oil Corporation, dba Rebel
Convenience Stores, TMSO, Inc., Hollins
Management Group, Inc.

1 **APPROVED AS TO FORM ONLY:**

2
3 DATE: June 24, 2026

THE WHEELER LAW FIRM, APC

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Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the other Aggrieved
Employees

DATE: 06 / 23 / 2026

GUZMÁN & TOKAR LLP

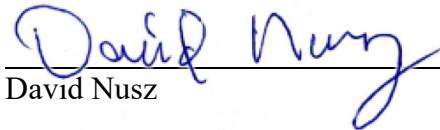


Marcia Guzmán

Attorneys for Plaintiff and the other Aggrieved
Employees

DATE: 7/13/2026

O'HAGAN MEYER LLP



David Nusz

Attorney for Defendants

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Title	CARRERA - stip for PAGA settlement
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Sent for signature to Nesthor Damian Carrera
(carreran87@hotmail.com) from service@guzmanandtokar.com
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Signed by Nesthor Damian Carrera (carreran87@hotmail.com)
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COMPLETED

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The document has been completed.

Stipulation for PAGA Settlement

Final Audit Report

2026-07-10

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By:	Samantha Lopez (slopez@ohaganmeyer.com)
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