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Attorneys for Plaintiff, MAHMUDUR RAHMAN
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

MAHMUDUR RAHMAN on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

NMSO, INC., a California corporation, ANABI
OIL CORPORATION, a California corporation,
ANABI CONVENIENCE CENTERS, INC., a
California corporation and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2020-00281076

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Laurie A. Damrell
Dept.: 28

**DECLARATION OF MAHMUDUR
RAHMAN IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT.**

Reservation # (Reservation A-281076-001).

DECLARATION OF MAHMUDUR RAHMAN

I, Mahmudur Rahman, declare as follows:

1. I am the Named Plaintiff and PAGA Representative in the case of *Mahmudur Rahman v. NMSO, Inc. Anabi Oil Corporation, and Anabi Convenience Centers, Inc., et.al.* ("Defendants"), Case No. 34-2020-00281076. I make this declaration on the basis of my personal knowledge and if asked to testify thereto I could and would do so.

2. I was employed by Defendants as a non-exempt hourly employee, from on or about July 2010, through on or about June 27, 2019.

3. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had against Defendants, I was made aware of the advantages and disadvantages of litigation. I was also made aware of my responsibilities as both a Plaintiff and a class representative prior to filing the class action complaint which was filed on June 22, 2020. I accepted the responsibility and agreed to move forward.

4. Thereafter, I was informed that I had executed a binding arbitration agreement while employed by Defendants which contained a class action waiver and that I was precluded from bringing the class action lawsuit. I was then informed that I had the choice of either proceeding in a representative capacity only with respect to this PAGA claim or to move forward only with respect to my individual claims in arbitration. I agreed to proceed with the PAGA claim on behalf of the aggrieved employees of Defendants in California. The class action and my individual claims were subsequently dismissed without prejudice.

5. During the litigation of this lawsuit, I continuously interacted with my attorneys to discuss the status of the case and to provide relevant oral and documentary information necessary to prosecute this case. Also, I was available to my counsel during the mediation and provided information which ultimately assisted in the settlement of this PAGA action.

6. By agreeing to bring this action, I formally accepted the responsibilities of representing the interests of PAGA Settlement Members in California and willingly chose to assume risks and potential costs that I alone might have to bear if judgement would have been rendered in favor of Defendants.

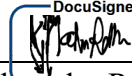
7. As part of the PAGA settlement, I also signed a general release releasing all claims I have or may have against Defendants, which is far broader than the release by other of PAGA Settlement Members who are only releasing PAGA civil penalty claims. The incentive payment also serves as compensation for me agreeing to a full, general release, including a *Civil Code* §1542 waiver, of all claims against Defendants.

8. I also risked the potential stigma of being the named plaintiff in a representative

1 action labor dispute which could affect my further employability in the industry or with any
2 prospective employer who learns of my lawsuit against a former employer.

3 9. The enhancement payment, subject to court approval, is Five Thousand Dollars
4 (\$5,000). I believe that this amount is fair and reasonable in light of the efforts and risks of litigating
5 this action as a PAGA Representative which has resulted in a very favorable outcome to the PAGA
6 Settlement Members. The PAGA Settlement Members would not have had this benefit if not for my
7 choice in pursuing this action along with its inherent risks. This enhancement payment is also in
8 consideration for executing a general release, including a *Civil Code* §1542 of all my claims against
9 Defendants.

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11 I declare under penalty of perjury under the laws of the state of California that the foregoing
12 is true and correct. Executed on April 26, 2023 at Sacramento, California.
13 (date) (city)

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15 DocuSigned by:
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17 Mahmudur Rahman
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