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9 Attorneys for Plaintiff and the Aggrieved Employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 JUAN RODRIGUEZ, on behalf of the State
13 of California, as a private attorney general,

14 Plaintiff,

15 v.

16 RICHARD BARTON ENTERPRISES, a
17 California Corporation; and DOES 1-50,
inclusive.

18 Defendants.
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CASE NO.: 22STCV33925

Assigned to the Hon. Dean J. Kitchens

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

Hearing Information:

Date: August 20, 2026

Time: 8:30 a.m.

Dept.: 400

Reservation No. 244189089078

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would competently testify thereto. I am the principal of Bokhour Law Group, P.C., counsel of record for named Plaintiff Juan Rodriguez (“Plaintiff”). Along with co-counsel Falakassa Law, P.C., my firm represents Plaintiff in his individual capacity, on behalf of the State of California as a private attorney general, and on behalf of other similarly situated aggrieved employees in this action against Richard Barton Enterprises (“Defendant”) (together with Plaintiff, the “Parties”).

2. I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement pursuant to the Private Attorneys General Act of 2004 ("Plaintiff's Motion").

EXPERIENCE OF COUNSEL

3. I graduated from the University of California, Berkeley in 2007 with a Bachelor of Arts in Political Science. I received my Juris Doctor from Loyola Law School, Los Angeles in 2012 and was admitted to the California State Bar in December of that year.

4. I began my legal career focusing on plaintiff-side employment litigation, with an emphasis on disability discrimination and harassment claims under the California Fair Employment and Housing Act (“FEHA”). In 2014, after several years of practice, I founded my own law firm dedicated to representing employees in unpaid wages, discrimination, harassment, and retaliation matters.

5. I am an active member of the California Employment Lawyers Association (“CELA”) and have participated in numerous Continuing Legal Education courses focused on advocacy for employees.

6. I have been recognized as a “Super Lawyer Rising Star” in Employment Litigation from 2017 through 2022 and as a “Super Lawyer” in 2023, 2024, and 2025—an honor awarded to no more than 2.5% of attorneys in the field. I have also been recognized by *TopVerdicts.com* for achieving several of the top wage-and-hour class and PAGA action settlements in California.

7. I am admitted to practice before all courts of the State of California as well as the

1 United States District Courts for the Central, Northern, Eastern, and Southern Districts of
2 California. I have litigated numerous class and representative actions under the Private Attorneys
3 General Act (“PAGA”) in courts throughout the state.

4 8. In addition to the present case, I have served as counsel in numerous wage-and-hour
5 class and PAGA representative actions. I have substantial experience litigating complex
6 employment matters and have devoted the majority of my practice to California wage-and-hour
7 class and PAGA actions on behalf of employees. My firm possesses the experience, resources,
8 and commitment necessary to provide effective and adequate representation as Plaintiff’s
9 Counsel. Currently, my firm serves as counsel in more than twenty-five wage-and-hour class
10 and/or PAGA actions and as co-counsel in at least twenty additional such matters. I am well-
11 versed in evaluating PAGA claims and assessing the viability of potential defenses.

12 9. Here, Plaintiff’s operative claims are brought on behalf of all non-exempt employees
13 who worked for Defendant in California between October 22, 2020, and April 25, 2026.

14 10. First, Defendant failed to properly calculate and pay overtime and sick time wages to
15 Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were denied
16 compliant meal and rest periods, as a result of Defendant’s policies, practices, and operational
17 requirements.

18 11. Defendant failed to reimburse necessary business expenses, failed to timely pay
19 wages, failed to pay timely wages at separation, and issued inaccurate itemized wage statements or
20 otherwise failed to maintain records, thereby incurring civil penalties under PAGA.

21 12. Following informal discovery—including the exchange and review of workplace
22 policies, time and payroll data for all employees, and an exposure analysis based on the Aggrieved
23 Employees’ pay periods—the Parties participated in private mediation before Tagore Subramaniam,
24 Esq., an experienced wage-and-hour and employment mediator.

25 13. Defendant Richard Barton Enterprises operates a manufacturing and distribution
26 company. Defendant distributes a wide variety of packaging and display products, ranging from
27 tape machines to corrugated cartons, across the State of California.

28 14. Plaintiff Juan Rodriguez, along with the other Aggrieved Employees, was employed

1 in a non-exempt position during the relevant PAGA period.

2 15. On October 22, 2021, Plaintiff Juan Rodriguez commenced this Action by filing his
3 PAGA Notice with the LWDA alleging wage and hour violations under the California Labor Code
4 and Business and Professions Code against Defendant.

5 16. On October 19, 2022, Plaintiff Juan Rodriguez filed a PAGA Action Complaint
6 against Defendant, alleging wage and hour violations under the California Labor Code and Business
7 and Professions Code.

8 17. Attached hereto as **Exhibit “A”** is a true and correct copy of Plaintiff’s amended
9 letter to the LWDA.

10 18. On February 10, 2023, the Court granted Defendant’s motion to compel arbitration,
11 ordering Plaintiff to submit his individual wage and hour claims to arbitration, and to stay
12 Plaintiff’s representative PAGA claim pending the outcome of the arbitration.

13 19. During the pendency of the arbitration proceedings, the Parties agreed to explore
14 resolution through private mediation.

15 20. In advance of mediation, the Parties engaged in an informal exchange of relevant
16 information and documents. Defendant produced policy documents and time and payroll records for
17 all employees, which enabled Plaintiff’s counsel to conduct a thorough analysis of liability
18 exposure, identify representative violations, and formulate a damages and penalties model. As part
19 of this informal discovery, Plaintiff’s counsel analyzed issues including, but not limited to, “regular
20 rate of pay” issues, meal and rest period violations, expense reimbursements, wage statement
21 violations, and late payment penalties. Plaintiff also reviewed Defendant’s applicable policies,
22 practices, and pay data to evaluate the risks and potential recovery at trial.

23 21. Following these efforts, the Parties participated in a full-day mediation on February
24 25, 2026, before Tagore Subramaniam, Esq., a respected and experienced mediator of complex
25 wage-and-hour class and PAGA actions. With the mediator’s assistance, the Parties reached a
26 negotiated resolution of the claims asserted in this action.

27 22. Attached hereto as **Exhibit B** is a true and correct copy of the fully executed PAGA
28 Settlement Agreement.

23. Based upon my experience and after factoring in the risks explained below, I believe that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I believe that the PAGA Settlement Agreement (the “Settlement Agreement” and/or the “Settlement”) should be approved.

24. This experience helps assess the reasonableness of settlements such as the one at issue here. Based on my years of experience representing plaintiffs in wage and hour cases, including PAGA representative and class actions, the Settlement herein is fair, adequate, and reasonable under the facts and law applicable to this case.

SETTLEMENT CONSIDERATIONS

25. I have performed substantial work and diligently investigated and prosecuted this case to a successful conclusion. I believe this Settlement to be fair, reasonable, and adequate.

26. In evaluating the fairness and reasonableness of this proposed Settlement, my co-counsel and I had to consider both the potential maximum and Defendant’s various defenses. This is significant because in a PAGA action, the Court has the same discretion “to assess a civil penalty” that the Labor Commissioner would have, as well as complete discretion to “award a lesser amount than the maximum civil penalty amount specified by PAGA if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Lab. Code § 2699(e)(2). Such considerations include Defendant’s defenses to the alleged claims.

27. In the end, Defendant urged that the trial court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff’s claims. As a result, Plaintiff’s Counsel made appropriate discounts for the associated risks.

28. The following chart reflects the estimated payments from the Settlement Agreement:

	Amount
<i>Gross Settlement Amount</i>	\$400,000.00
PAGA Counsel Fees Payment	\$133,333.33
PAGA Counsel Litigation Expenses Payment	\$22,180.38
Administration Expenses Payment	\$5,000.00
Plaintiff’s Service Payment	\$15,000.00
<i>PAGA Fund</i>	\$224,486.29

75% to the LWDA	\$168,364.71
25% to Aggrieved Employees	\$56,121.57

29. As such, the LWDA will receive approximately \$168,364.71 (75 percent of the PAGA Fund) and the Aggrieved Employees will collectively receive approximately \$56,121.57 (25 percent of the PAGA Fund), which will be paid on a pro-rata basis according to the number of pay periods worked during the PAGA Period. The average payment to the Aggrieved Employees is approximately \$534.49.

30. Plaintiff estimates that Defendant's maximum potential penalty exposure was approximately \$1,247,900, based on approximately 12,479 PAGA Pay Periods and the statutory \$100 per-pay-period penalty for a first violation.

THE ATTORNEYS' FEES AND LITIGATION COSTS REQUESTED

31. Moreover, as part of the Settlement, the Parties have agreed that Plaintiff will request a PAGA Counsel Fees Payment in an amount not to exceed one-third of the Gross settlement amount. Here, Plaintiff's Counsel seeks one-third (33.33%) of the Gross Settlement Amount, thus \$133,333.33, subject to court approval, plus actual litigation costs for \$22,180.38.

32. This request is fair, reasonable, and adequate to compensate Plaintiff's Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. Additionally, it is consistent with the contingency-fee agreement entered into by the named Plaintiff. The attorneys' fees award is intended to reimburse Plaintiff's Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement, communicating with Aggrieved Employees regarding their Individual PAGA Payment checks, and communicating with the Settlement Administrator regarding the administration of the Settlement, if it is approved.

33. My firm took this case on a contingent-fee basis against a business represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved, or one bad case can destroy years of work. Accordingly, when we take contingent cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal

1 hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the
2 number of hours a day is limited. Because of this, when we take on one particular matter, we are
3 unable to take on other matters. When my firm became involved in this case, we realized the time
4 commitment it would entail and were forced to turn down matters we otherwise should have been
5 able to handle.

6 34. The requested attorneys' fees are reasonable for the services provided to the LWDA
7 and the Aggrieved Employees and for the benefits they are to receive.

8 35. Moreover, the case involved significant risks of non-payment of attorneys' fees and
9 non-recovery of litigation costs if the Settlement was not granted approval, or if Plaintiff did not
10 prevail. California courts consider the risks counsel takes in litigating a case where they may not
11 prevail on the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp.*
12 (2004) 34 Cal.4th 553, 583.

13 36. The actual aggregated lodestar between the attorneys who worked on this case is
14 \$64,275. This results in a negative multiplier, demonstrating that the requested fee is justified,
15 reasonable, and appropriate. The total lodestar is summarized in the following table:

16 **Lodestar Summary**

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	\$750	105 ¹	\$78,750
Joshua Falakassa	12 years	\$725	97	\$70,325
TOTAL				\$149,075

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20 37. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiff
21 signed a fee split agreement that provides fees will be allocated between Class Counsel as follows:
22 fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to Falakassa Law,
23 P.C.

24 38. The actual litigation costs incurred in this case by Plaintiff's Counsel to date amount
25 to \$22,180.38 expended by Bokhour Law Group, P.C. The following table sets forth the specific
26 costs incurred by my firm to date:

27
28 ¹ Includes an estimated 25 hours of additional work in preparation for and attending the hearing, as well as work that
is anticipated to be performed after the hearing with counsel, administrator, employees, and the court.

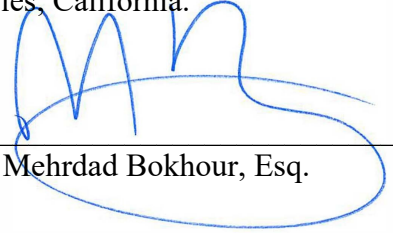
BOKHOUR LAW GROUP, P.C.		
Type	Description	Charge
Process	Service of Process Fee	\$102.75
Mediation	Mediation Fees	\$10,000
Expert Data	Analysis of Time Records	\$7,360
Filing Fees	Complaint & Other Filings	\$4,642.63
EWDA Notice	PAGA Filing Fee	\$75
TOTAL		\$22,180.38

39. Based on my years of experience representing plaintiffs in wage and hour matters—including both PAGA representative actions and class actions—I believe the Parties’ proposed settlement is fair, adequate, and reasonable in light of the applicable facts and law.

40. Pursuant to Labor Code § 2699(1)(2), the proposed settlement has been submitted to the Labor and Workforce Development Agency in addition to a copy of Plaintiff’s Motion for Approval. A true and correct copy of the confirmation of this submission is attached hereto as Exhibit “C”.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 1st day of July 2026, at Los Angeles, California.


Mehrdad Bokhour, Esq.

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EXHIBIT “A”

TRUE AND CORRECT COPY OF

LWDA LETTER

[SEE ATTACHED]



BOKHOUR
LAW GROUP

MEHRDAD BOKHOUR
Attorney at Law

1901 Avenue of the Stars | Suite 450
Los Angeles | California 90067

tel 310 975 1493
fax 310 675 0861

October 22, 2021

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

RICHARD BARTON ENTERPRISES
ATTN: KATE BARTON
845 N. EUCLID AVE
ONTARIO CA 91762

Re: Juan Rodriguez v. Richard Barton Enterprises.
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office, along with Falakassa Law, P.C., represent Juan Rodriguez (hereinafter "Mr. Rodriguez") and a proposed group of current and former non-exempt employees working for Richard Barton Enterprises (hereinafter "RBE"), doing business as California Packaging and Display, and any of its affiliated and/or predecessor or merged entities in the State of California for violations of the California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226 (e), 226.3, 510, 512, 516, 1174, 1174.4, 1194, 1194.2, 1197.1, 1199, 2802-2804, and all applicable Industrial Welfare Commission Wage Orders ("Wage Order").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee made payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online and a copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Mr. Rodriguez wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of the following group of "aggrieved employees":

All current and former non-exempt hourly employees who work or worked for Richard Barton Enterprises in California, during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing ("aggrieved employees")

Richard Barton Enterprises ("RBE") operates Cal-Pack, or California Packaging, a manufacturing and distribution company. RBE produces a wide variety of packaging and display

products, ranging from taping machines to corrugated cartons, from their large production facility in Ontario, California.

Mr. Rodriguez was employed by RBE as a non-exempt employee with the title “Driver” from 2013 until his termination on October 1, 2021. Mr. Rodriguez and other aggrieved employees were employed as non-exempt employees working out of RBE’s Ontario, California facility. Mr. Rodriguez and other non-exempt employees were responsible for all aspects of RBE’s manufacturing, transportation, and other services at the Ontario facility.

At all relevant times, Mr. Rodriguez and other aggrieved employees regularly worked various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek. Mr. Rodriguez alleges that other aggrieved employees were also subjected to the same policies, procedures, and practices, working conditions, and corresponding wage and hour violations to which Mr. Rodriguez was subjected during his employment.

Mr. Rodriguez and other aggrieved employees were not properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours per workweek. While Mr. Rodriguez and other aggrieved employees regularly worked overtime hours, they were not compensated at one and one-half times their regular rate of pay because RBE failed to include all forms of compensation, including but not limited to, non-discretionary bonuses shift pay, commissions, and other forms of non-hourly compensation or remuneration when calculating the regular rate of pay used in overtime calculations.

At all relevant times, Mr. Stacy and other aggrieved employees worked regular shifts that lasted longer than 8.0 hours in a workday and resulted in Mr. Rodriguez and other aggrieved employees regularly working more than 40 hours in a workweek. However, upon information and belief, aggrieved employees were not properly paid at the correct overtime rate for all overtime hours worked due to RBE’s uniform failure to include all forms of compensation/remuneration, including, but not limited to, non-discretionary bonus payments in calculating the regular rate of pay for purposes of overtime compensation.

Under the California Labor Code (as well as the FLSA), courts have held that regularly paid non-discretionary Shift Premium Pay/Bonuses must be included in determining an employee’s “regular rate of pay” for purposes of calculating overtime. (See *Haber v. The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included in calculating the “regular rate”]; *Wang v. Chinese Daily News, Inc.* 435 F. Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under California and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual bonuses paid to employees from the “regular rate of compensation”].)

At all relevant times, RBE consistently paid aggrieved employees’ non-discretionary compensation as well as overtime pay, however these forms of compensation were uniformly omitted when calculating non-exempt employees’ regular rate of pay for overtime purposes.

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

By their policy of requiring Mr. Rodriguez and the other aggrieved employees to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 1/2) their regular rate of pay, RBE willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed by an applicable state or local law, or by an order of the commission a civil penalty, restitution of wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. . . [and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Accordingly, through PAGA and to the extent permitted by law, Mr. Rodriguez and other aggrieved employees are entitled to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these same factual allegations, Mr. Rodriguez and the other aggrieved employees are entitled to penalties under Labor Codes §§ 1199 and 2698 *et seq.*

Moreover, at all relevant times, Mr. Rodriguez and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to the heavy workload and demands of the job, Mr. Rodriguez and other aggrieved employees would often take their lunches late, (i.e., after the fifth hour) if at all.

As a result of RBE's uniform meal period policies/practices, Mr. Rodriguez and other aggrieved employees were often unable to take timely, uninterrupted, and duty-free 30-minute first meal periods before the end of the fifth hour of work. Thus, Mr. Rodriguez and other aggrieved employees were regularly not provided with full 30-minute meal periods as required by California law. Additionally, when Mr. Rodriguez and other aggrieved employees worked in excess of 10.0 hours in a shift, they were not allowed and permitted to take a mandated and timely 30-minute second meal period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders.

Further, Mr. Rodriguez and other aggrieved employees were not provided meal period premiums for their missed or non-compliant meal periods. Accordingly, due to RBE's uniform meal period policies/practices, Mr. Rodriguez and other aggrieved employees were regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders. As such, Mr. Rodriguez and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226.7 and 2698 *et seq.*

Next, at all relevant times, Mr. Rodriguez and other aggrieved employees were also not provided with 10 minutes of net rest period time for every 4 hours worked, or major fraction thereof as mandated by California law. As with the meal periods, Mr. Rodriguez and other aggrieved employees were often unable to take their rest breaks due to the demands of the job. Thus, Mr. Rodriguez and other aggrieved employees were not provided rest periods of 10 minutes time for every 4 hours worked, or major fraction thereof. Further, on occasions when Mr. Rodriguez and other aggrieved employees worked in excess of 10.0 hours in a shift, RBE failed to authorize and/or permit a code-compliant third mandated rest break.

In addition, RBE has had a policy that prevented Mr. Rodriguez and other aggrieved employees from leaving the work premises during meal and rest breaks thereby exercising control over aggrieved employees during their rest periods in violation of the Labor Code.

Under the applicable Wage order, an employer must authorize and permit all employees to take ten (10) minute duty free rest periods relieved of all duties for every major fraction of four hours worked. This includes a third rest period for shifts in excess of 10.0 hours in a workday. See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.”]. In *Augustus*, the court expressly rejected the employer's assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained “that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties.” *Id.* at 273.

Mr. Rodriguez and other aggrieved employees could not take their rest periods “relinquished from all duties” as required by Labor Code § 226.7. Mr. Rodriguez and other aggrieved employees worked in excess of ten (10) hours in a workday but were not permitted to take an uninterrupted third rest period of ten (10) minutes. Additionally, RBE also failed to maintain any mechanism for the payment of rest period premium payments as required by Labor Code § 226.7.

Accordingly, due to RBE's uniform rest period policies/practices, Mr. Rodriguez and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code 226.7, 512, and applicable Wage Orders. As such, Mr. Rodriguez and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226.7 and 2698 *et seq.*

As a result of RBE's failure to pay Mr. Rodriguez and other aggrieved employees for all hours they were subject to the control of RBE, including all minimum and overtime wages, and failure to pay for meal/rest period premiums for missed/non-compliant meal and rest periods, RBE issued wage statements which failed to accurately identify the gross wages earned, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code §226(a)(1, 2, 5, and 9).

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

Thus, for the violations of Labor Code section 226 described above, Mr. Rodriguez and other aggrieved employees may also recover Labor Code § 226.3 penalties for RBE's violations of Labor Code § 226(a). Further, RBE failed to put the legal name of the employer on the wage statement in violation of Labor Code § 226(a)(8), by using the acronym "RBE" instead of Robert Barton Enterprises. As such, the wage statements RBE issued to Mr. Rodriguez and other aggrieved employees are in violation of Labor Code § 226 (a)(9). Thus, Mr. Rodriguez is an aggrieved employee within the meaning of PAGA and RBE has violated Labor Code §226(a)(9) with respect to Mr. Rodriguez and other aggrieved employees. Consequently, because RBE failed to comply with Labor Code § 226(a) and applicable Wage Orders, Mr. Rodriguez and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) and 2698 *et seq.*

Additionally, at all relevant times, Mr. Rodriguez and other aggrieved employees, at the direction of RBE and/or with RBE's knowledge and acquiescence, have used their personal cell phones in the discharge of their duties, and for work-related purposes. However, RBE required Mr. Rodriguez and other aggrieved employees to incur the costs associated with business use of their personal cell phones and did not provide adequate reimbursement of these costs.

Pursuant to Labor Code 2802 and the applicable Wage Orders, RBE must reimburse Mr. Rodriguez and the other aggrieved employees for a reasonable portion of their monthly personal cell phone bills and expenses necessarily incurred in their discharge of their duties. (See *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 ("We hold that when employees must use their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.") (reversing denial of class certification in cell phone reimbursement class action and setting forth the applicable law for these claims); *See also Aguilar v. Zep, Inc.*, 2014 WL 4245988 *17 (N.D. Cal. 2014) (granting Plaintiff's motion for partial summary judgment on the Mr. Toys' cell phone reimbursement claim); *Ritchie v. Blue Shield of California*, 2014 WL 6982943, at *21 (N.D. Cal. 2014) (certifying class of cell phone reimbursement claim and adopting the logic of Cochran).

As a result of RBE's failure to reimburse for necessary business expenses, Mr. Rodriguez seeks to recover on behalf of himself and all aggrieved employees' penalties under Labor Code § 2802-2804 and/or Labor Code § 2698 *et seq.*

Finally, because of, RBE's failure to pay all minimum and overtime wages, and meal and rest period premiums for non-compliant meal and rest periods, RBE also failed and continues to fail to pay Mr. Rodriguez and other aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203 and applicable Wage Orders. Thus, aggrieved employees would be entitled to recover penalties under Labor Code §§ 201-203 and 2698 *et seq.*

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Mr. Rodriguez may thereafter pursue his interests and the interests of similarly aggrieved employees with a civil complaint against RBE for its violations of the California Labor Code and applicable Wage Orders.

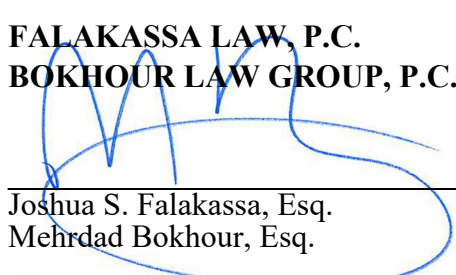
While it is our intent to pursue a PAGA representative and/or Class Action lawsuit against RBE for unpaid wages and civil penalties under Labor Code § 2699, it is our firms' policy to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees. If RBE is interested in attempting to resolve this matter, please contact me or have your lawyer contact our office so that we can discuss an informal discovery plan and the possibility of early mediation on or before December 24, 2021.

If we do not hear from you on or before that date, we will proceed with this matter with the understanding that Ozark does not wish to negotiate an early resolution of this matter.

Thank you for your consideration of the foregoing.

Respectfully submitted,

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.



Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.

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EXHIBIT “B”

TRUE AND CORRECT COPY OF
PAGA SETTLEMENT AGREEMENT

[SEE ATTACHED]

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Juan Rodriguez (“Plaintiff”) and Defendant Richard Barton Enterprises. The Agreement refers to Plaintiff and Defendant Richard Barton Enterprises collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s representative PAGA lawsuit alleging wage and hour violations against Defendant captioned *Juan Rodriguez, on behalf of himself, the State of California, and all other similarly aggrieved employees v. Richard Barton Enterprises*, initiated on or about October 19, 2022, Case No. 22STCV33925, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all non-exempt hourly employees who worked for Defendant in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means David Prager and Alejandro Castro of Nixon Peabody LLP
- 1.9. “Effective Date” means the date by which the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.10. “Gross Settlement Amount” means Four Hundred Thousand Dollars (\$400,000), which is the maximum total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8, below. The Gross Settlement Amount will be paid by Defendant in satisfaction of all claims arising in the Action, including, but not limited to, amounts used to pay Plaintiff’s Service Award, the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

- 1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties recovered by Aggrieved Employees under Labor Code section 2699, subd. (m).
- 1.14. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff's Service Award, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua Falakassa, Esq. of Falakassa Law, PC, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from October 22, 2020, through April 25, 2026.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.21. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.23. "Pay Period" means any pay period during which an Aggrieved Employee worked at least one day of the pay period and was not on vacation or a leave of absence for the entire workweek.
- 1.24. "Plaintiff" means Juan Rodriguez, the named Plaintiff in the Action.
- 1.25. "Plaintiff's Service Award" means the service award paid to Plaintiff for serving as the named Plaintiff in this matter, subject to the approval of the Court.

- 1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.27. "Released PAGA Claims" means the claims being released by the Plaintiff and Aggrieved Employees as described in Paragraph 5, below.
- 1.28. "Released Parties" means Defendant and all agents, employees, officers, directors and attorneys thereof.
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.30. "Defendant" means Richard Barton Enterprises, the named Defendant in the Action.

2. RECITALS.

- 2.1. On October 22, 2021, Plaintiff Juan Rodriguez commenced this Action by filing his PAGA Notice with the LWDA alleging wage and hour violations under the California Labor Code and Business and Professions Code against Defendant.
- 2.2. On October 19, 2022, Plaintiff Juan Rodriguez filed a PAGA Action Complaint against Defendant, alleging wage and hour violations under the California Labor Code and Business and Professions Code (the "Operative Complaint").
- 2.3. On February 10, 2023, the Court granted Defendant's motion to compel arbitration, ordering Plaintiff to submit his individual wage and hour claims to arbitration, and to stay Plaintiff's representative PAGA claim pending the outcome of the arbitration.
- 2.4. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.5. On February 25, 2026, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq., a well-respected and experienced wage and hour mediator, which led to this Agreement to settle the Action.
- 2.6. Before mediation, Plaintiff obtained, through informal discovery, a randomized sampling of time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiff's evaluation of the claims and formulation of a damages model.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8, below, Defendant promises to pay Four Hundred Thousand Dollars (\$400,000) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None

of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount, which is currently estimated to be \$133,333.33 and a PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for Court approval of these payments, provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment using one or more IRS Form 1099s. Released Parties shall have no liability or responsibility for any dispute, claim, or controversy between or among Plaintiff's counsel, or any other person or entity, regarding the allocation, division, apportionment, or distribution of any attorneys' fees and or litigation expenses approved by the Court and paid pursuant to this Agreement. Any such dispute shall be resolved solely among the persons or entities asserting such claims, and shall not delay or otherwise affect Defendant's payment obligations under this Agreement.

3.2.2. To Plaintiff: From the Gross Settlement amount, Plaintiff shall request from the Court a service award payment in the amount of fifteen thousand dollars and zero cents (\$15,000) ("Plaintiff's Service Award") for serving as the Plaintiff in this matter, subject to the approval of the Court. This amount shall be paid exclusively from the Gross Settlement Amount. In the event Plaintiff's Service Award is approved for less than \$15,000 to Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to Plaintiff by the Administrator. Notwithstanding any other term of this Agreement, any reduction by the Court of Plaintiff's Service Award shall not be sufficient grounds to void the Agreement.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed five thousand dollars and zero cents (\$5,000.00), except for a showing of good cause and as approved by the Court. To the extent the expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of less than \$5,000.00, the Administrator will allocate the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the

remaining Gross Settlement Amount, with 75% of the remaining Gross Settlement Amount allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates the Aggrieved Employees worked a total of 12,479 PAGA Pay Periods through the mediation date of February 24, 2026.

4.2. Aggrieved Employee Data. Within fifteen (15) court days of the Effective Date of this Agreement, Defendant shall make its best good faith attempt to provide the Aggrieved Employee Data to the Administrator, which shall be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document, with the following information for each Aggrieved Employee: his/her full name; social security number, if available; last known address, if available; last known telephone number, if available; and number of Compensable Pay Periods for each Aggrieved Employee. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee-identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, Plaintiff and Defendant and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the total Gross Settlement Amount within sixty (60) calendar days after final Court approval of the settlement and the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for Plaintiff's Service Award, all Individual PAGA Payments, the LWDA

PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the Plaintiff's Service Award, Administration Expenses Payment, PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding addresses. Within ten (10) days of receiving a returned check the Administrator must skip trace and re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, upon the Aggrieved Employee's request prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check remains uncashed and is canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising during his employment, including, but not limited to: (a) all individual claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint as amended, the PAGA Notice, and the Complaint, ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,

disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.3. Release by Plaintiff and the State of California (LWDA). Upon full funding of the Gross Settlement Amount, Plaintiff and the State of California hereby release the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, during the time period from October 22, 2020, through April 25, 2026, arising out of the PAGA claim asserted in the operative complaint and the LWDA letter based upon the following: (1) failure to provide meal periods, (2) failure to authorize and permit rest periods, (3) failure to pay overtime, (4) failure to reimburse business expenses, (5) failure to timely pay wages at separation, and (6) failure to furnish accurate wage statements, as well as claims for civil penalties under PAGA based on the factual allegations set forth in the LWDA notice and operative complaint. This release shall include, but is not limited to, a release for PAGA claims under California Labor Code Sections 200-203, 204, 210, 221, 226, 226.3, 226.7, 510, 512, 516, 1174, 1174.4, 1194, 1194.2, 1197.1, 1199, 2802-2804, 2698, 2699, and all applicable IWC Wage Orders.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree that PAGA Counsel will subsequently draft and file an application or motion for approval of this Settlement, including the notice to be provided to the Aggrieved Employees. The Parties will jointly seek to immediately vacate or stay all dates in the Action pending the Court's approval of the Settlement, and will seek a date for the hearing on the motion to approve this Settlement as soon as possible.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (s)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff,

PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

- 6.2 Responsibilities of Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel will provide Defense Counsel with a draft motion for approval at least ten (10) court days before any filing deadline or anticipated filing date. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising from prior experience administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to provide reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** It is currently estimated that Aggrieved Employees will have worked 12,479 Pay Periods through February 24, 2026. In the event the actual total number of pay periods exceeds 12,479 by more than 10% at the end of the PAGA Period, Defendant may (1) increase the Gross Settlement Amount on a pro rata basis at a value of \$32.05 per pay period, or (2) end the PAGA Period as of the date that the Escalator is met.
9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 9.1. Waiver of Right to Appeal. To the extent permitted by law, and provided the Judgment is substantially consistent with the material terms of this Agreement, the Parties waive any right to appeal the Judgment. Notwithstanding the foregoing, either Party may seek appellate review of any order or judgment that materially modifies the economic terms of the Settlement, the scope of the releases, or any other material provision of this Agreement. Nothing in this paragraph shall be construed to waive any Party's right to oppose any motion, writ, or appeal filed by any non-party.
10. **ADDITIONAL PROVISIONS.**
 - 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
 - 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
 - 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. In the event that the Court refuses to approve any economic term or term related to the scope of the claims release, Defendant, at its option, may void the Settlement. A reduction in the amount of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not a basis to void the Settlement. In the event that the Court refuses to approve any term related to the scope of the release, the Parties agree to return to mediation in order to attempt to address the concerns of the Court, and, upon reaching an agreement, submit a revised agreement to the Court.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered, during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with

respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Mehrdad Bokhour <i>mehrdad@bokhouralw.com</i> Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 310-975-1493	Joshua Falakassa <i>josh@falakassalaw.com</i> Falakassa Law, PC 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 818-456-6168
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To Defendant:

David Prager <i>dprager@nixonpeabody.com</i> Alejandro Castro <i>acastro@nixonpeabody.com</i> Nixon Peabody LLP 300 South Grand Avenue, Suite 4100 Los Angeles, California 90071 213-629-6076

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or by email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts, and each of them, will be deemed to be one and the same instrument if counsel for the Parties exchange signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

10.18 No Public Comment. The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry, or make any public communication about the fact, amount, or terms of the settlement, except however that this does not prohibit disclosures required by law and/or between Plaintiff and Plaintiff's counsel and their expert, or between Defendant and Defendant's counsel and their expert, and those within Defendant's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. In response to any inquiries, Plaintiff and Plaintiff's counsel will state that "the case was resolved with Court approval." Plaintiff's counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Plaintiff's counsel is authorized and required by law to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Plaintiff and Plaintiff's counsel, or their representatives, are not permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with their spouses, attorneys, tax advisors, or taxing authorities; (ii) Plaintiff's counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's counsel from communicating with the settlement administrator, Plaintiff in this case, the LWDA, or with the court in which this action is pending; (iv) Plaintiff's counsel to report on the settlement in other courts as may be required by the California Rules of Court or when responding to any inquiry from another court; (v) Plaintiff's counsel from discussing the settlement with the Aggrieved Employees if contacted with questions about the settlement or the distribution of settlement proceeds.

AGREED BY THE PARTIES

The Parties hereby execute and agree to the terms of this Agreement.

Plaintiff Juan Rodriguez

Dated: 5/6/2026, 2026

DocuSigned by:



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Juan Rodriguez

Defendant Richard Barton Enterprises

Dated: 5/22/2026, 2026

DocuSigned by:



By: Patricia Jeffries

Its: CFO

AGREED AS TO FORM BY COUNSEL

FALAKASSA LAW, P.C.

Dated: May 6, 2026

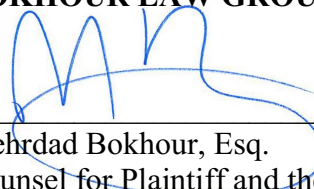


Joshua S. Falakassa, Esq.

Counsel for Plaintiff and the Aggrieved Employees

BOKHOUR LAW GROUP, P.C.

Dated: May 6, 2026



Mehrdad Bokhour, Esq.

Counsel for Plaintiff and the Aggrieved Employees

NIXON PEABODY, LLP



Dated: May 22, 2026

David Prager

Alejandro Castro

Counsel for Defendant Richard Barton Enterprises

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EXHIBIT “C”

TRUE AND CORRECT COPY OF
SUBMISSION CONFIRMATION
TO LWDA
RE: PROPOSED SETTLEMENT

[SEE ATTACHED]