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7 Attorneys for WILLIAM JEFF BARE on behalf of
the general public as private attorney general
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SACRAMENTO

11 WILLIAM JEFF BARE, on behalf of the
general public as private attorney general,

12 Plaintiff,

13 v.
14

15 AT&T SERVICES INC.; a Delaware
Corporation; and DOES 1-50, inclusive,

16
17 Defendant.

Case No. 34-2022-00321000
[Assigned for all purposes to Judge Jill H.
Talley, Dept. 23]

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION TO
APPROVE INDIVIDUAL PAGA
SETTLEMENT**

Date: October 11, 2024
Time: 9:00 AM
Dept.: 23

RESERVATION A-321000-001

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1 5. The Agreement negotiated by the parties provides for Defendant to pay \$50,000.00
2 as the Gross Settlement Amount (“GSA”). (Settlement Agreement at § 1). The GSA is subject to
3 Court approval consistent with Labor Code § 2699. The GSA comprises the following
4 components: (1) \$27,690.37 allocated for wages and penalties for Plaintiff’s individual, non-
5 PAGA claims (the “Individual Payments Amount”); (2) \$22,009.63 allocated for attorneys’ fees
6 (the “Attorney’s Fees Payment Amount”); (3) \$75.00 allocated for penalties directly recoverable
7 under PAGA for individual violations suffered by Plaintiff (the “Individual PAGA Amount”);
8 and (4) \$225.00 allocated to the LWDA under PAGA (the “LWDA Payment Amount”).

9 6. In exchange for the Individual PAGA Amount and the LWDA Payment, the State
10 of California and Plaintiff will release Defendant from any and all civil penalties which could be
11 assessed upon and collected from Defendant for violations of PAGA allegedly suffered by
12 Plaintiff, subject to this Court’s approval.

13 7. The California Labor Workforce Development Agency (“LWDA”) is being served
14 with a copy of this motion with the Settlement Agreement through the online process as required
15 by Labor Code § 2699(l). This service on the LWDA is verified in the proof of service served
16 with this motion.

17 8. I have a great deal of experience in wage and hour class action litigation. I have
18 obtained certification of several classes, I have been approved as class counsel in many other
19 wage/hour class actions, and I am currently litigating numerous others. Although not an all
20 inclusive list, over the years I have prosecuted the following class action matters as lead and/or
21 co-lead counsel, all of which implicated similar law and facts to those associated with this action:

22 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.:
23 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking
24 premium wages for meal period and rest periods and resultant penalties. Class
25 Notice pending.

26 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN
27 DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past
28 wages of overtime for mis-classification of insurance claims adjusters employed

1 by Gallagher Bassett, a third party administrator (TPA) in the State of California.
2 Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final
3 Approval granted, no objections and funds fully distributed.

4 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-
5 08-04554. Wage and Hour Class Action case seeking past wages for "off the
6 clock", overtime and meal and rest break violations for production workers in the
7 State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled,
8 Final Approval granted, no objections and funds fully distributed.

9 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
10 ODW. Wage and Hour Class Action case seeking past wages for meal and rest
11 period violations for retail employees in the State of California. Plaintiffs' counsel
12 appointed co-lead counsel. Case settled, Final Approval granted, no objections
13 and funds fully distributed.

14 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case
15 No. SACV08-00412. Wage and Hour Class Action case seeking past wages for
16 meal and rest period violations for retail employees in the State of California.
17 Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval
18 granted, no objections and funds fully distributed.

19 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
20 County Superior Court, Case No. BC393709. Wage and Hour Class Action
21 seeking past wages for overtime, meal and rest break violations for driver
22 employees in the State of California. Settlement for "binding arbitration."
23 Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiffs'
24 counsel, lead trial counsel and class counsel.

25 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County
26 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past
27 wages for overtime, meal and rest breaks violations for production employees in
28 the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,

Final Approval granted, no objections and funds fully distributed.

h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL

1 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past
2 wages for meal and rest period violations for non-exempt employees employed by
3 defendant in the state of California. Case settled. Awaiting Preliminary Approval
4 hearing. Plaintiff has petitioned the Court for Lead Counsel.

5 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
6 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
7 wages for field and branch employees of defendant in the State of California.
8 Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final
9 Approval.

10 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case
11 No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
12 employees of defendant in the State of California. Plaintiffs' counsel appointed as
13 lead counsel. Case settled, Final Approval granted, no objections and funds fully
14 distributed.

15 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court,
16 Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime,
17 meal and rest break violations for security guards employed by defendant in the
18 State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
19 Final Approval granted, no objections and funds fully distributed.

20 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles
21 Superior Court, Case No. BC411477. Wage and Hour Class Action seeking
22 unpaid meal and rest break violations for production employees employed by
23 defendant in the State of California. Plaintiff counsel appointed as lead counsel.
24 Case settled, Final Approval granted, no objections and funds fully distributed.

25 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court,
26 Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal
27 and rest break violations for restaurant employees employed by defendant in the
28 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,

Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled; final approval granted; no objections and funds fully distributed.

w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

9. Here, the Parties' agreement to pay Counsel Fees of \$22,009.63 of the Gross Settlement Amount is reasonable.

1 10. The California Labor Workforce Development Agency (“LWDA”) is being
2 served with a copy of this motion with the Settlement Agreement through the online process as
3 required by Labor Code § 2699(1). This service on the LWDA is verified in the separately filed
4 proof of service.

5 I declare under penalty of perjury that the foregoing is true and correct. Executed on July
6 24, 2024 at Irvine, California.

7 _____
8 James R. Hawkins
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Exhibit 1

Initials:

Bare:
Counsel for Bare:
AT&T:DS
WJB
JM
RD**SETTLEMENT AND GENERAL RELEASE AGREEMENT**

This SETTLEMENT AND GENERAL RELEASE AGREEMENT ("Agreement" or "Release") is made and entered into by and between WILLIAM JEFF BARE (hereinafter referred to as "BARE") on the one hand and AT&T Services Inc., its current and former affiliates, parents, subsidiaries, predecessors, successors, directors, officers, employees, agents and assigns (hereinafter referred to as "AT&T"), on the other. BARE and AT&T shall be referred to collectively herein as THE PARTIES.

RECITALS

A. BARE is a former employee of AT&T.

B. BARE is a Plaintiff in a civil action entitled *William Jeff Bare, individually and on behalf of all others similarly situated, v. AT&T Services Inc., a Delaware Corporation; and DOES 1-50, inclusive*, pending in the Superior Court of California, County of Sacramento, Case No. 34-2022-00321000 (the "PAGA COMPLAINT"). The PAGA COMPLAINT is also referred to as "the ACTION."

C. Without admitting any wrongdoing with respect to the items disputed or the liability for damages arising therefrom, and any other purported claim or cause of action whether real or potential between BARE and AT&T, THE PARTIES desire fully and finally to settle, compromise, release and dispose of all BARE's known and unknown claims against AT&T and its current and former affiliates, parents, subsidiaries, predecessors, successors, directors, officers, employees, agents and assigns as set forth in this Agreement, except claims that the law does not permit BARE to waive by signing this Agreement.

D. BARE understands and agrees that BARE:

- (1) Is, through this Agreement, releasing AT&T, its current and former affiliates, parents, subsidiaries, predecessors, successors, directors, officers, employees, agents and assigns from any and all claims BARE may have against them, including any and all claims for emotional distress and/or physical injuries resulting from BARE's employment with AT&T and the termination of such employment.
- (2) Has carefully read and fully understands all the provisions of this Agreement.
- (3) Knowingly and voluntarily intends to be legally bound by the same.
- (4) Was advised and hereby is advised in writing to consider the terms of this Agreement and has been advised to and has consulted with an attorney of BARE's choice prior to executing this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between THE PARTIES as follows:

Initials:

Bare:

Counsel for Bare:

AT&T:

AGREEMENT**1. CONSIDERATION**

- a. As part of and in consideration for BARE signing this Agreement, and in consideration for BARE's continuing observation and performance of the terms of this Agreement, AT&T agrees to pay BARE the gross amount of \$50,000.00 (Fifty Thousand Dollars and Zero Cents) (the "Settlement Sum"). The amount shall be provided in the following separate checks:
- (1) one check made payable to "William Jeff Bare" in the gross amount of \$8,882.69 (Eight Thousand, Eight-Hundred and Eighty-Two Dollars and Sixty-Nine Cents), less required withholdings and deductions, said amount to be reported on an IRS Form W-2 to be issued to BARE;
 - (2) a second check made payable to "William Jeff Bare" in the amount of \$18,882.68 (Eighteen-Thousand, Eight-Hundred and Eighty-Two Dollars and Sixty-Eight Cents), representing compensation for BARE's non-wage damages, including any penalties allegedly due to BARE. Of this amount, \$75.00 will be for the 25% portion of the Settlement Sum attributed to BARE'S individual PAGA claim. AT&T will issue an IRS Form 1099 to BARE for this amount;
 - (3) a third check made payable to the California Labor and Workforce Development Agency ("LWDA") in the amount of \$225.00 (Two Hundred and Twenty Five Dollars and Zero Cents) representing compensation for any penalties allegedly due to the LWDA pursuant to PAGA. This amount represents 75% of the portion of the Settlement Sum attributed to BARE's individual PAGA claim.
 - (4) a fourth check made payable to: James Hawkins APLC in the amount of \$22,009.63 (Twenty Two Thousand and Nine Dollars and Sixty Three Cents), which represent BARE's attorneys' fees and costs and is based upon BARE's representations of that amount. AT&T will issue IRS Form 1099s to the BARE and James Hawkins APLC for this amount, as required by law.
 - (5) All checks shall be delivered to BARE's attorneys, James Hawkins APLC at 9880 Research Drive, Suite 200, Irvine, CA 92618 within twenty (20) business days following the later of: (1) receipt by counsel for AT&T of a copy of this Agreement signed by BARE and BARE's attorney(s) of record; (2) receipt by counsel for AT&T of fully executed IRS Form W-9s and California Form 590 Withholding Exemption Certificates for BARE and for BARE's attorneys; (3) receipt by counsel for AT&T of a fully executed Request for Dismissal of Representative Claims in the PAGA COMPLAINT without prejudice, a Joint Stipulation or Motion for Approval of Settlement of BARE's individual PAGA claims, and a fully executed Request for Dismissal of BARE's individual PAGA claims with prejudice as described in Paragraph 7 of this Settlement Agreement; or (4)

Initials:

Bare:
Counsel for Bare:
AT&T:DS
WJB
gm
RD

the approval of the settlement of BARE's individual PAGA claims and withdrawal and dismissal of the PAGA COMPLAINT, as well as any other pending lawsuit, complaint, charge, action or proceeding filed by BARE asserting any claim that BARE has against AT&T and any released party.

- b. BARE understands and agrees that the consideration outlined in Paragraph 1(a) is consideration BARE would otherwise not be entitled to receive but for this Agreement.
- c. BARE agrees that the consideration outlined in Paragraph 1(a) shall constitute the entire amount of monetary consideration provided under this Agreement and that BARE is not entitled to, and will not seek, any further compensation for any claimed wages, damages, costs, or attorney's fees in connection with the matters encompassed in this Agreement. BARE acknowledges and agrees that the release encompassing this agreement constitutes a good-faith compromise of all disputed wage claims.
- d. For purposes of issuing and processing the settlement checks, BARE's current home address is 6065 Stonehill Drive, Rocklin, CA 95677.

2. INDEMNIFICATION

BARE acknowledges and agrees that AT&T made no representations to BARE regarding the tax consequences of any amounts received by BARE pursuant to Paragraph 1 of this Agreement. To the extent any taxes are due on any portion of the settlement proceeds, BARE will be responsible for said taxes. BARE further agrees to indemnify, defend and hold harmless AT&T from and against any claims by any taxing authority for any amounts due based on the amounts received pursuant to Paragraph 1 of this Agreement.

3. NON-ADMISSION OF LIABILITY

BARE acknowledges and agrees in good faith that this Agreement is the result of a compromise and shall never at any time or for any purpose be considered as an admission of liability or responsibility of AT&T, its current and former affiliates, parents, subsidiaries, predecessors, successors, directors, officers, employees, agents and assigns, which continue to deny such liability and to disclaim such responsibility.

4. RELEASE

- a. BARE on behalf of BARE and BARE's heirs, representatives, executors, administrators, successors, and assigns releases (*i.e.*, gives up) all known and unknown claims that BARE has as of the time BARE signs this Agreement ("RELEASED CLAIMS") against AT&T, all current and former, direct and indirect parents, subsidiaries, brother-sister companies, and all other affiliates and related partnerships, joint ventures, or other entities, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons

Initials:

Bare:

Counsel for Bare:

AT&T:

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or entities listed in this section, and their successors ("RELEASEES"). For example, BARE is releasing all common law contract, tort, or other claims BARE has or might have, as well as all claims BARE has or might have under the Worker Adjustment & Retraining Notification Act (the WARN Act), the Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964 (Title VII), Sections 1981 and 1983 of the Civil Rights Act of 1866, the Americans With Disabilities Act (ADA), the Employee Retirement Income Security Act of 1974 (ERISA), and any similar domestic or foreign laws, such as the California Fair Employment and Housing Act, California Family Rights Act (CFRA), California Labor Code Section 200 *et seq.*, California Labor Code Section 2698 *et seq.*, California Business and Professions Code Section 17200, *et seq.*, and any applicable California Industrial Welfare Commission order. However, BARE is not releasing (i) any of the few claims that the law does not permit BARE to release by private agreement; (ii) vested benefits (except already-denied benefits) under any employee-benefit plan governed by ERISA; (iii) any right BARE has to be indemnified by AT&T; or (iv) BARE's right to enforce this Agreement.

b. BARE understands and agrees that BARE:

- (1) Has had sufficient time within which to consider this Agreement before executing it.
- (2) Has carefully read and fully understands all of the provisions of this Agreement.
- (3) Knowingly and voluntarily intends to be legally bound by the same.
- (4) Was advised and hereby is advised in writing to consider the terms of this Agreement and has been advised to consult with an attorney of BARE choice prior to executing this Agreement, and in fact has done so.

5. **RELEASE OF UNKNOWN CLAIMS**

BARE hereby acknowledge and agree that, except to the extent expressly limited in this Agreement, this Release is a general release with respect to any real or potential dispute arising out of or in any way related to claims alleged in the PAGA COMPLAINT, or to BARE's employment with RELEASEES or the termination of that employment based on events occurring prior to the date of this Agreement. BARE expressly waives all rights or benefits which he may have under Section 1542 of the Civil Code of the State of California, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Initials:

Bare:
Counsel for Bare:
AT&T:**6. COVENANT NOT TO SUE**

Except as otherwise permitted by this Agreement, BARE shall not sue or initiate against any RELEASEES any compliance review, action, lawsuit, or proceeding, or participate in the same, individually or as a member of a class, under any contract (expressed or implied), or any federal, state, or local law, statute, or regulation pertaining in any manner to the RELEASED CLAIMS.

7. APPROVAL OF SETTLEMENT OF INDIVIDUAL PAGA CLAIM AND DISMISSAL OF REMAINING PAGA CLAIMS

BARE agrees that BARE will cause to be executed a Request for Dismissal of Representative PAGA Claims without prejudice, a Joint Stipulation or Motion for Approval of Settlement of BARE's individual PAGA claims, and a Request for Dismissal of BARE's individual claims with prejudice against all parties set forth in the PAGA COMPLAINT and the pending lawsuit entitled *William Jeff Bare, individually and on behalf of all others similarly situated, v. AT&T Services Inc., a Delaware Corporation; and DOES 1-50, inclusive*, pending in the Superior Court of California, County of Sacramento, Case No. 34-2022-00321000.

BARE shall deliver to counsel for AT&T the Request for Dismissal of Representative PAGA Claims without prejudice, Joint Stipulation or Motion for Approval of Settlement of BARE's individual PAGA claims, and Request for Dismissal of BARE's individual PAGA claims with prejudice. BARE agrees that delivery of the Request for Dismissal of Representative PAGA Claims without prejudice, Joint Stipulation or Motion for Approval of Settlement of BARE's individual PAGA claims, and a fully executed Request for Dismissal of BARE's individual PAGA claims with prejudice, and entry of an order dismissing the ACTION is a condition precedent to BARE receiving any monies due under this Agreement. AT&T will then submit to the Court for filing the Request for Dismissal of Representative PAGA Claims without prejudice, Joint Stipulation or Motion for Approval of Settlement of BARE's individual PAGA claims, and Request for Dismissal of BARE's individual PAGA claims with prejudice. If the Court requires any further information to dismiss and close BARE's ACTION, BARE will take such action and file such papers as are necessary to obtain (1) dismissal of BARE's individual PAGA claims with prejudice, (2) approval of the settlement of BARE's individual PAGA claims and (3) dismissal of BARE's representative PAGA claims in the Representative PAGA COMPLAINT without prejudice.

8. NO ACTIONS PENDING

- a. BARE represents that, other than the ACTION identified in the recitals to this Agreement, he has not filed, or caused to be filed, and is not aware of any pending lawsuit, claim, or complaint brought on his behalf against AT&T, any affiliated company, subsidiary, or business unit in any state or federal court, or with any administrative agency or tribunal.
- b. BARE represents that to the extent BARE filed any administrative charges with any governmental or administrative agency, including but not limited to the California Civil Rights Department ("CRD," formerly California Department of Fair Employment and Housing ("DFEH")) and/or the United States Equal Employment Opportunity Commission ("EEOC"), those charges have been closed

Initials:

Bare: 
Counsel for Bare: 
AT&T: 

and dismissed by the administrative agency. Except to the extent expressly permitted by this Agreement, should any agency, entity or organization seek to reopen any such charge, BARE will immediately take action and cause it to be dismissed.

- c. Further, if there are any pending grievances or National Labor Relations Board ("NLRB") charges that BARE's collective bargaining representative has filed or processed on BARE's behalf, BARE shall also notify BARE's collective bargaining representative that BARE has resolved all differences with AT&T and no longer wishes to pursue any grievances or NLRB charges concerning BARE's employment or the termination of BARE's employment and that BARE wants them withdrawn.

9. BALANCES OWED

Conditioned upon the payment of the Settlement Sum, BARE acknowledges and represents that BARE already has been paid all wages, commissions, compensation, benefits, and other amounts and has been provided all leaves of absences and/or other accommodations that any of the RELEASEES has ever owed to BARE. All the factual representations made herein and that induced AT&T to enter into this Agreement are true in all material respects.

10. MEDICARE, MEDICAID AND SCHIP EXTENSION ACT COMPLIANCE AND INDEMNIFICATION

- a. BARE represents that BARE is not receiving Medicare or Medicaid. BARE further represents that the consideration outlined in Paragraph 1 of this Agreement does not represent compensation for any medical expenses, disability benefits or any other charges or expenses which have been or will be covered, in whole or in part, by Medicare or Medicaid. Nevertheless, to the extent required by law, AT&T will comply with the applicable reporting requirements set forth in Section III of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA") with respect to the payments and other consideration described in this Agreement. BARE agrees to and understands AT&T's intention to comply with Section III of the MMSEA if required.
- b. If AT&T has reporting and compliance obligations, BARE and counsel for BARE shall cooperate with AT&T to notify Medicare and/or its Coordination of Benefits Contractor of the injury or illness giving rise to this settlement.
- c. BARE agrees to release, indemnify and hold harmless the RELEASEES from any liens, claims (including subrogation claims) or reimbursement rights, including any fines or penalties, that may arise or may have arisen in favor of Medicare or Medicaid for medical expenses, disability benefits or any other charges or expenses directly or indirectly related to the claims that give rise to this Agreement. This indemnification protection includes all penalties, costs, expenses, attorney's fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of such lien or reimbursement right.

Initials:

Bare:

Counsel for Bare:

AT&T:

OS
WJBJM
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- d. BARE agrees to defend, indemnify, hold harmless, and assume the cost of any defense, including attorney's fees, of the RELEASEES, from and against any and all claims, demands, actions, rights, and causes of action of every kind and nature, including actions for contribution or indemnity, that may hereafter at any time be asserted against RELEASEES arising from or in any manner relating to BARE's failure to provide AT&T complete or accurate information required by Section III of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

11. CONFIDENTIALITY OF THIS AGREEMENT

- a. Subject to the terms of Paragraphs 7 and 24 herein, BARE represents and agrees that, except as required by law or judicial process, BARE has not disclosed and will not disclose the settlement evidenced by this Agreement or the terms, amount, or existence of that settlement or this Agreement to any person other than a member of BARE's immediate family, attorneys (including but not limited to legal counsel that has represented BARE herein), tax advisors, and others providing either professional legal or financial advice (the "Authorized Parties"), all of whom will be bound by this confidentiality provision. In response to any questions concerning the ACTION, dispute, or litigation, BARE and Authorized Parties, as may be the case, will only respond that the matter has been resolved. If a demand is made under color of law or judicial process for information protected by this confidentiality provision, BARE agrees to notify counsel for AT&T, Cheryl Orr of Faegre Drinker Biddle & Reath LLP, of that demand in writing as soon as practicable to enable AT&T to move for judicial protection of this information. Nothing in this paragraph or in this Agreement shall prohibit BARE from (1) reporting possible violations of federal law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation; (2) disclosing factual information relating to the ACTION filed by BARE; or (3) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that BARE has reason to believe is unlawful. BARE agrees that disclosure of any information BARE has agreed to keep confidential in this Paragraph, whether made by BARE or others to whom BARE has disclosed such information, shall constitute a material violation and breach of this Agreement.
- b. BARE agrees that disclosure of any information BARE has agreed to keep confidential in Paragraph 11(a), whether made by BARE himself or others to whom BARE has disclosed such information, shall constitute a material violation and breach of this Agreement. The Parties agree that calculation of damages for violation of this provision by BARE, or anyone else to whom BARE has disclosed such information, would be impossible. In the event that there is a judicial determination of such a violation and without prejudice to any other right to recovery or remedy, the Parties agree that BARE shall pay AT&T the sum of \$ 1,000.00 (One-Thousand Dollars and No Cents) as liquidated damages for each such violation.

Initials:

Bare: 
Counsel for Bare: 
AT&T: **12. RE-EMPLOYMENT / FUTURE WORK**

If BARE applies for employment with AT&T or any of the RELEASEES now or in the future, BARE understands and agrees that BARE has no express right to reinstatement and that AT&T and RELEASEES have the right to make hiring decisions based on legitimate non-discriminatory and/or non-retaliatory reasons.

13. NO VOLUNTARY ASSISTANCE

BARE agrees that BARE will not in any manner encourage or assist any person, including any past, present, or prospective employees or contractors, or applicants for employment with AT&T or any RELEASEES, in filing or pursuing any lawsuit, claim, or action against AT&T or any of the RELEASEES, in any state or federal court or before any state, federal, or governmental agency, except as may be required by statutorily authorized process to give testimony or to provide documents at a legal proceeding, or to cooperate in any agency or legal proceeding as authorized by law. For the avoidance of doubt, this means that BARE has not signed a declaration or affidavit in support of another person's claim or potential claim against AT&T or the RELEASEES, and BARE will not sign a declaration or affidavit in support of another person's claim or potential claim against AT&T or the RELEASEES. This Agreement, however, does not affect BARE's right to file a charge, participate in an investigation, hearing, or proceeding conducted by the United States EEOC, the DFEH, the NLRB, or any other federal, state, or local regulatory or law enforcement agency as set forth in Paragraph 24.

14. REPRESENTATIONS

BARE is not aware of any threatened claims against AT&T. In addition, aside from the specific allegations set forth in the ACTION, BARE has no information concerning any conduct involving AT&T or Releasees that BARE has any reason to believe may be unlawful. BARE promises to cooperate fully in any investigation AT&T undertakes into matters occurring during BARE's employment with AT&T. AT&T would not have agreed to pay the consideration BARE is getting in exchange for this Agreement but for these representations.

15. NON-DISPARAGEMENT

BARE agrees that, to the maximum extent permissible by applicable law, BARE shall not disparage the RELEASEES or RELEASEE's products, processes, services offered to customers, or customer or consumers, whether it be by written or oral communication. "Disparage" means making false statements which are maliciously untrue, made with knowledge of their falsity, or with reckless disregard for their truth or falsity. Nothing in this paragraph or in this Agreement shall prohibit BARE from (1) reporting possible violations of federal or state law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation; (2) disclosing factual information relating to the ACTION filed by BARE; or (3) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that BARE has reason to believe is unlawful.

Initials:

Bare:
Counsel for Bare:
AT&T:**16. INQUIRIES BY PROSPECTIVE EMPLOYERS**

BARE will notify any prospective employer of the following procedure for verification of BARE's employment with AT&T: the prospective employer shall call 1-800-367-5690 and shall provide BARE's social security number and the company code ("10535"). Once the prospective employer calls the number, the system will prompt the caller to input the company code and the employee's social security number. The system will provide only the employer's name, the employee's name, the employee's social security number, the NCS (or TOE) date, and the employee's force loss date for the past six years of employment.

17. VOLUNTARY AND INFORMED SETTLEMENT

- a. BARE hereby declares and represents that BARE has carefully read and fully understands all the provisions of this Agreement and in agreeing to all of its terms, is agreeing to this settlement and is executing this release knowingly and voluntarily after having had the full opportunity to receive from independent legal counsel full legal advice as to BARE's rights. In executing this Agreement, BARE knowingly and voluntarily intends to be forever legally bound by its terms and conditions.
- b. BARE acknowledges that BARE might hereafter discover facts different from or in addition to those BARE now knows or believes to be true with respect to a claim or claims released herein, and BARE expressly agrees to assume the risk of possible discovery of additional or different facts and agrees that this Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts.

18. NON-ASSIGNMENT OF CLAIMS

BARE represents and warrants that no other person or entity has or had any interest in any of the claims being released hereunder, that BARE has the sole right and exclusive authority to execute this Agreement and receive the consideration specified in it, and that BARE has not sold, assigned, transferred, conveyed, or otherwise disposed of any such claims.

19. NO REPRESENTATIONS

BARE represents and acknowledges that in executing this Agreement, BARE did not rely on and has not relied on any representation or statement made by any of AT&T or RELEASEES' agents, representatives, or attorneys regarding the subject matter, basis or effect of this Agreement or otherwise.

20. SUCCESSORS

This Agreement shall be binding upon BARE and BARE's heirs, representatives, executors, administrators, successors, and assigns and shall inure to the benefit of each of the RELEASEES and to their heirs, representatives, executors, administrators, successors and assigns.

21. CALIFORNIA LAW

This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of said state, regardless of the conflicts of laws of said state. The language of all parts of this Agreement shall in all cases be construed as a

Initials:

Bare: 
Counsel for Bare: 
AT&T: 

whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of any party's involvement in its preparation.

22. ARBITRATION

BARE and AT&T agree that any future disputes between them or between BARE and any of the RELEASEES related to this Agreement will be decided by final and binding arbitration instead of court litigation, except for claims arising under the Employee Retirement Income Security Act (ERISA) and claims that by law may not be subject to a pre-dispute arbitration agreement. The arbitration will be held under the auspices of a third party who will manage the arbitration process: JAMS, Inc. or any successor. The arbitration shall be in accordance with JAMS Employment Arbitration Rules & Procedures in effect at the time. To the maximum extent permitted by law, BARE waives any right to bring suit on behalf of persons other than BARE or to otherwise participate with other persons in any class action, collective action, or representative action. Except for a filing fee, if BARE initiates a claim, AT&T shall pay all the fees and costs of the Arbitrator and JAMS. This arbitration provision shall be governed exclusively by the Federal Arbitration Act.

23. SEVERABILITY

If any provision of this Agreement is declared or be determined by any Court or arbitrator to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

24. COMMUNICATION WITH GOVERNMENT AGENCY

Nothing in this Agreement, including but not limited to the provisions in Paragraphs 6, 8, 11, 13, 14, or 15, precludes BARE from filing an administrative charge, cooperating or participating in an investigation or proceeding, or otherwise communicating with the EEOC, the CRD, the NLRB, and/or any other federal, state or local regulatory or law enforcement agency. Further, nothing in this Agreement, including but not limited to the provisions in Paragraphs 6, 8, 11, 13, 14, or 15, precludes BARE from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment if the party has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. However, BARE acknowledges that the consideration provided to BARE in this Agreement shall be the sole relief provided for the RELEASED CLAIMS and expressly acknowledges and agrees to waive, surrender, or give up any personal monetary benefits or recovery against AT&T or any RELEASEES, with respect to any claim released by Paragraph 4 of this Agreement. BARE further agrees never to seek or accept any damages, remedies, or other relief for JONES personally with respect to any claim released by Paragraph 4 of this Agreement and waives BARE's right to any individual monetary recovery in any action or lawsuit initiated by the EEOC, the CRD, the NLRB, or any other federal, state or local regulatory or law enforcement agency, with respect to any claim released by Paragraph 4 of this Agreement.

Initials:

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WJB
Bare: _____
Counsel for Bare: JM
AT&T: RQ

25. PROTECTED CONCERTED ACTIVITIES

Nothing in this Agreement shall prohibit any individual from exercising their Section 7 rights under the National Labor Relations Act or similar state law, such as joining, assisting, or forming a union, or participating in other activities for mutual aid or protection, or efforts to do so; this includes discussing wages, hours, benefits or other terms and conditions of employment.

26. COUNTERPARTS

This Agreement may be executed in counterparts and, as executed, shall constitute one agreement binding on all the parties hereto, even if all the parties are not signatories to the original or the same counterparts. Moreover, DocuSign, facsimile, and scanned copies of signatures shall be accepted as valid and binding. Any electronic signatures shall be applied through DocuSign, and any signatory who opts to sign this Agreement electronically shall provide the DocuSign certificate for their electronic signature(s) to the other PARTIES.

27. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the PARTIES hereto and fully supersedes all prior agreements or understandings between THE PARTIES hereto pertaining to the subject matter thereof. BARE understands that this Agreement constitutes a full and final settlement of all claims and disputes between BARE and the RELEASEES.

Signatures on following page

Initials:

Bare: 
Counsel for Bare: 
AT&T: 

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: 4/1/2024

DocuSigned by:

CF108E2FF3ED458

WILLIAM JEFF BARE

Dated: 4/2/2024

By: 
AT&T SERVICES INC.

APPROVED AS TO FORM AND CONTENT ONLY:

Dated: 04.01.2024

By: 

JAMES HAWKINS APLC
Attorneys for WILLIAM JEFF

BARE

Initials:

Bare: 
Counsel for Bare: 
AT&T: _____