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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 SACRAMENTO**

12 STEVE ROSENBAUM, on behalf of himself
13 and all others similarly situated,

14 Plaintiff,

15 v.

16 AMTEL, LLC., a Texas Limited Liability
17 Company; and DOES 1-50, inclusive.

18 Defendants.

CASE NO.: 24CV006052

Assigned to the Hon. Lauri A. Damrell

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

Hearing Information:

Date: March 13, 2026

Time: 9:00 a.m.

Dept.: 22

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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 Steve Rosenbaum (“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 Discovery Practice Management (“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 January 17, 2023, and May 1, 2024 (the “Aggrieved
14 Employees”).

15 10. First, Defendant failed to properly calculate and pay overtime and sick time wages to
16 Plaintiff and the Aggrieved Employees due to its improper adoption of an Alternative Workweek
17 Schedules (“AWS”), and violations of the “regular rate of pay” requirements. Plaintiff and the
18 Aggrieved Employees were denied compliant meal and rest periods, as a result of Defendant’s
19 policies, practices, and operational requirements.

20 11. Finally, Plaintiff alleged that Defendant also allegedly failed to reimburse necessary
21 business expenses, failed to timely pay wages, failed to pay timely wages at separation, and issued
22 inaccurate itemized wage statements or otherwise failed to maintain records, thereby incurring civil
23 penalties under PAGA.

24 12. Following informal discovery—including the exchange and review of workplace
25 policies, a sampling of time and payroll data, and an exposure analysis based on the Aggrieved
26 Employees’ pay periods—the Parties participated in private mediation before Todd Smith, Esq., an
27 experienced wage-and-hour and employment mediator.

28 13. Defendant is a wireless company that provides wireless broadband, tablet solutions,

1 and accessories, and is the fastest-growing T-Mobile authorized retailer in the State of California.

2 14. Plaintiff Angel Padilla, along with the other Aggrieved Employees, was employed in
3 a non-exempt position at Defendant's facilities in California during the relevant PAGA period.

4 15. After retaining counsel, on March 29, 2024, Plaintiff commenced this Action against
5 Defendant, alleging causes of action based on purported Labor Code violations.

6 16. Plaintiff's complaint alleges that Defendant failed to pay all overtime wages and sick
7 time wages; failed to provide compliant meal and rest periods; failed to reimburse business
8 expenses; failed to issue accurate itemized wage statements and/or maintain records; and failed to
9 timely pay wages during and upon separation of employment.

10 17. Attached hereto as **Exhibit "A"** is a true and correct copy of Plaintiff's letter to the
11 LWDA.

12 18. Defendant subsequently presented an arbitration agreement purportedly binding the
13 parties and moved to compel arbitration in accordance therewith. Defendant's motion was granted,
14 whereby the court ordered Plaintiff to arbitrate his claims against Defendant on an individual basis,
15 including his individual PAGA claims, and stayed Plaintiff's non-individual PAGA claims. Plaintiff
16 thereafter submitted his individual claims to arbitration.

17 19. The parties selected Anthony R. Strauss, Esq., as arbitrator, engaged in arbitration
18 proceedings, and were prepared to proceed to an arbitration hearing on the merits.

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

27 21. Following these efforts, the Parties participated in a full-day mediation on October 6,
28 2025, before Todd Smith, Esq., a respected and experienced mediator of complex wage-and-hour

1 class and PAGA actions. With Mr. Smith's assistance, the Parties reached a negotiated resolution of
2 the claims asserted in this action.

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

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

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

13 **SETTLEMENT CONSIDERATIONS**

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

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

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

27 28. The following chart reflects the estimated payments from the Settlement Agreement:
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	Amount
<i>Gross Settlement Amount</i>	\$118,000
PAGA Counsel Fees Payment	\$39,333
PAGA Counsel Litigation Expenses Payment	\$21,573.65
Administration Expenses Payment	\$3,500.00
Plaintiff's Service Payment	\$10,000.00
<i>PAGA Fund</i>	\$43,593.35
75% to the LWDA	\$32,695.01
25% to Aggrieved Employees	\$10,898.34

29. As such, the LWDA will receive approximately \$32,695.01 (75 percent of the PAGA Fund) and the Aggrieved Employees will collectively receive approximately \$10,898.34 (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 \$90.81.

30. Plaintiff estimates that Defendant's maximum potential penalty exposure was approximately \$231,700, based on approximately 2,317 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 \$39,333, subject to court approval, plus actual litigation costs for \$21,573.65.

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

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

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

36. The actual aggregated lodestar between the attorneys who worked on this case is \$64,325. This results in a negative multiplier, demonstrating that the requested fee is justified, reasonable, and appropriate. The total lodestar is summarized in the following table:

Lodestar Summary

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	\$750	50 ¹	\$37,500
Joshua Falakassa	12 years	\$725	37	\$26,820
TOTAL				\$64,325

¹ Includes an estimated 5 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.

37. Below is Counsel's task-based summary with hours spent on each task:

Task	Mehrdad Bokhour	Joshua Falakassa
Pre-filing Investigation	4	3
PAGA Notice	2	2
Complaint	3	2
Case Management	5	3
Motion to Compel Arbitration	5	10
Arbitration Proceedings	3	2
Informal Discovery for Mediation	10	5
Mediation/Settlement	8	8
PAGA Approval Motion	5	2
Estimated Future Work	5	0
Total Hours	50	37

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

39. The actual litigation costs incurred in this case by Plaintiff's Counsel to date amount to \$18,239.16 expended by Bokhour Law Group, P.C. The following table sets forth the specific costs incurred by my firm to date:

BOKHOUR LAW GROUP, P.C.		
Type	Description	Charge
Process	Service of Process Fee	\$87
Mediation	Mediation Fees	\$10,000
Expert Data	Analysis of Time Records	\$7,830
Filing Fees	Complaint & Other Filings	\$3,581.65
EWDA Notice	PAGA Filing Fee	\$75
TOTAL		\$21,573.65

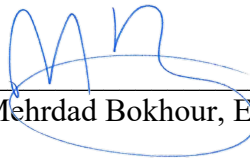
40. Based on my years of experience representing plaintiffs in wage and hour matters—including both PAGA representative actions and class actions—I believe the Parties' proposed settlement is fair, adequate, and reasonable in light of the applicable facts and law.

41. Pursuant to Labor Code § 2699(1)(2), the proposed settlement has been submitted to

1 the Labor and Workforce Development Agency. A true and correct copy of the confirmation of this
2 submission is attached hereto as **Exhibit “C”**.

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

5 Executed this 13th day of February 2026, at Los Angeles, California.

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Mehrdad Bokhour, Esq.

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EXHIBIT “A”

TRUE AND CORRECT COPY OF

LWDA LETTER

[SEE ATTACHED]



MEHRDAD BOKHOUR
Attorney at Law

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

tel 310 975 1493
fax 310 675 0861

January 17, 2024

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

AMTEL, LLC.
3720 DACOMA ST
HOUSTON, TX 77092

C/O C T CORPORATION SYSTEM
330 N BRAND BLVD SUITE 700
GLENDALE, CA 91203

Re: Steve Rosenbaum v. Amtel, LLC.
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office and Falakassa Law, P.C. represent Steve Rosenbaum (hereinafter "Mr. Rosenbaum") and a proposed group of current and former non-exempt employees working for Amtel, LLC. *dba* Connectivity Source (hereinafter "Amtel") and any of its affiliated, predecessor and 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, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 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 payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online. A copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Mr. Rosenbaum 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 Amtel, LLC., in California during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing ("aggrieved employees")

Amtel is a wireless company that provides wireless broadband, tablet solutions, and accessories and is one of the fastest-growing T-Mobile retailers in California. Mr. Rosenbaum was

employed by Amtel as a non-exempt employee with the title of “Store Manager” from October 2021 until the present. Mr. Rosenbaum and other aggrieved employees (including, but not limited to, T-Mobile Sales Representative, T-Mobile Retail Sales Representative, T-Mobile Retail Assistant Manager, Mobil Expert, and all other non-exempt positions) were responsible for all Amtel’s business in the State of California.

At all relevant times, Mr. Rosenbaum 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. Rosenbaum alleges that other aggrieved employees were also subjected to the same policies, procedures, practices, working conditions, and corresponding wage and hour violations to which he was subjected during his employment.

First, at all relevant times, Mr. Rosenbaum and other aggrieved employees worked regular shifts that lasted longer than 8.0 hours in a workday. This resulted in aggrieved employees regularly working more than 40 hours in a workweek. However, Mr. Rosenbaum and other aggrieved employees were not properly paid at the correct overtime rate for all overtime hours worked due to Amtel’s uniform failure to include all forms of compensation/remuneration, including, but not limited to, commissions, incentives, non-discretionary bonuses, and all other forms of remuneration in calculating the “regular rate of pay” for purposes of overtime compensation.

Under the California Labor Code (as well as the FLSA), courts have consistently held that regularly paid non-discretionary bonuses (and other forms of pay) 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 judgment 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”]; see *Walling v. Youngerman-Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. (“The regular rate by its very nature must reflect all payments which the parties have agreed shall be received regularly during the workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact. Once the parties have decided upon the amount of wages and the mode of payment, the determination of the regular rate becomes a matter of mathematical computation, the result of which is unaffected by any designation of a contrary ‘regular rate’ in the contracts.”); see also 29 CFR §§ 778.110 (“production bonus”) and 778.111 (“piece-rate”).

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0) 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 (12.0) hours in a workday or more than eight (8.0) 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 (8.0) hours in any workday or more than 40.0 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 aggrieved employees to work in excess of eight (8) hours in a workday and/or forty (40.0) hours in a workweek without compensating them at the rate of one-half (1 1/2) their regular rate of pay, Amtel willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

Accordingly, through PAGA and to the extent permitted by law, Mr. Rosenbaum and other aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2).

Similarly, at all relevant times, Amtel also failed in its obligation to provide Mr. Rosenbaum and other aggrieved employees the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.”

Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code § 246(i) requires employers to “provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Here, at all relevant times, Amtel failed in its obligation to provide Mr. Rosenbaum and other aggrieved employees the legally required paid sick days at the “regular rate of pay,” including all forms of compensation, pursuant to Labor Code §§ 246(a), (b). As such, Amtel paid sick time below his base rate of pay rather than the “regular rate of pay” as required by Labor Code §§ 246(l) (1-2).

Based on the foregoing Labor Code violations, Mr. Rosenbaum seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Moreover, at all relevant times, Mr. Rosenbaum and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to Amtel's uniform meal period policies/practices, operational requirements, staffing shortages, and work demands, Mr. Rosenbaum and other aggrieved employees often could not take timely and uninterrupted net 30-minute first meal periods before the end of the fifth hour of work.

Further, when Mr. Rosenbaum and other aggrieved employees worked more than 10.0 hours in a shift, they were not allowed and permitted to take a mandated second meal period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders. Indeed, Mr. Rosenbaum's and other aggrieved employees' meal periods were often interrupted and lasted fewer than 30 minutes due to Amtel's meal period policies/procedures, operational requirements, and work demands.

In addition, for each missed or non-compliant meal period, Amtel failed and continues to fail to maintain a mechanism by which aggrieved employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor Code § 226.7.

Accordingly, due to Amtel's uniform meal period practices, Mr. Rosenbaum and other aggrieved employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders and are entitled to penalties under Labor Code § 2699(f)(2).

Next, at all relevant times, Mr. Rosenbaum and other aggrieved employees were not provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to Amtel's uniform rest period policies/practices, staffing issues, operational requirements, and work demands. As a result, Mr. Rosenbaum and other aggrieved employees were and are often unable to take a net 10-minute duty-free rest period for every major fraction of four hours worked. This includes a second rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in a workday.

By not relieving all non-exempt employees of all duties during rest periods, Amtel failed to provide legally compliant rest periods. 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 California Supreme 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. Each time Mr. Rosenbaum and other aggrieved employees were unable to take a compliant rest period, Amtel failed and continues to fail to adequately pay rest period premium payments at the "regular rate of pay" as required by Labor Code § 226.7.

Accordingly, due to Amtel's uniform rest period policies/practices and work demands, Mr. Rosenbaum and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders and would be entitled to penalties under Labor Code § 2699(f)(2).

As a result of Amtel's failure to pay Mr. Rosenbaum and other aggrieved employees for all hours they were subject to the control of Amtel, LLC., including all overtime and sick pay wages, and Amtel's failure to pay for meal and rest period premiums at the "regular rate of pay," Amtel issued wage statements which failed to identify the gross wages earned accurately, 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. Rosenbaum and other aggrieved employees may also recover Labor Code § 226.3 penalties for Amtel's violations of Labor Code § 226(a). Consequently, because Amtel failed to comply with Labor Code § 226(a), Mr. Rosenbaum and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) or Labor Code § 2699(f)(2).

Furthermore, because Amtel failed to pay all overtime wages, sick pay wages, and meal and rest period premiums at the "regular rate of pay," Amtel also failed and continues to fail to pay the aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover penalties under Labor Code §§ 201-203 or Labor Code § 2699(f)(2).

Finally, at all relevant times, Amtel required Mr. Rosenbaum and other aggrieved employees to incur necessary business expenses for work-related purposes but did not reimburse aggrieved employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804. Here, Amtel uniformly failed to reimburse aggrieved employees all necessary costs incurred in discharging their duties. Accordingly, due to Amtel's uniform failure to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802 and applicable Wage Orders, Mr. Rosenbaum and other aggrieved employees would be entitled to civil penalties under Labor Code § 2699(f)(2).

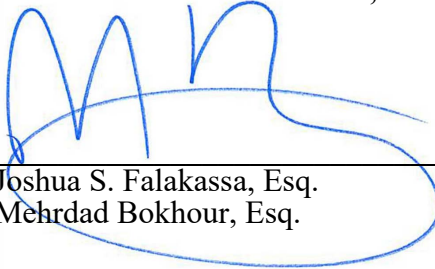
Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Mr. Rosenbaum may thereafter pursue his interests

and the interests of similarly aggrieved employees with a civil complaint against Amtel for its violations of the California Labor Code and applicable Wage Orders.

While we intend to pursue a PAGA representative and/or Class Action lawsuit against Amtel for unpaid wages and civil penalties under Labor Code § 2699, it is our firm's policy to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees. If Amtel is interested in attempting to resolve this matter, please contact me or have your lawyer contact our office to discuss an informal discovery plan and the possibility of early mediation on or before **March 16, 2024**.

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 Steve Rosenbaum (“Plaintiff”) and defendant Amtel, LLC (“Amtel”). The Agreement refers to Plaintiff and Amtel collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Amtel captioned *Steve Rosenbaum v. Amtel, LLC*, initiated on March 29, 2024 and pending in Superior Court of the State of California, County of Sacramento, Case No. 24CV006052.
- 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 Employee” means all hourly, non-exempt employees employed by Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Amtel’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 Sacramento.
- 1.8. “Defense Counsel” means Steven Groode and Michael Nelson of Littler Mendelson, P.C.

1.9. “Effective Date” shall mean the day after the Court’s order granting approval of the settlement and entry of the Judgment consistent with this settlement becomes final and is no longer appealable. For purposes of this settlement, the phrase “become final and are no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval order and Judgment approving this settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of Judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the approval order and Judgment, the day after the last date for filing a request for further review of the approval order and Judgment passes, and no further review is requested; or (c) if an appeal is filed and the approval order and Judgment are affirmed and further review of the order is requested, the day after the review is finally resolved and the approval order and Judgment is affirmed. In the event that: (a) the Court does not approve the settlement as provided herein, or (b) the Effective Date does not occur for any other reason, then the long-form settlement agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this settlement from becoming final and binding.

1.10. “Gross Settlement Amount” means \$118,000, which is the total amount Amtel agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.11. “Individual PAGA Payment” means the 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 Final Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Payment, PAGA Counsel Fees Payment, 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 Bokhour Law Group, P.C. and Falakassa Law, P.C., 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 the PAGA Period during which an Aggrieved Employee worked for Amtel for at least one day.
- 1.19. “PAGA Period” means the period from January 17, 2023 to May 1, 2024.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notices” means Plaintiff’s January 17, 2024 letter to Amtel 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 (\$10,791.75) and the 75% to LWDA (\$32,375.25) in settlement of PAGA claims.
- 1.23. “PAGA Representative Service Payment” means the service payment made to Plaintiff to compensate him for initiating the Action, performing work in support of

the Action, undertaking the risk of liability for Amtel’s expenses, and for the general release of all claims by Plaintiff.

1.24. “Plaintiff” means Steve Rosenbaum, the named plaintiff in the Action.

1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. “Released Parties” means: Connectivity Source, LLC f/k/a Amtel, LLC, Connectivity Source Partners, LLC, Amtel Partners, LLC, and Lipsey Communications, LLC, any of their predecessors or successors, and any of their past, present, and future direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, as well as each of its or their past, present, and future officers, directors, employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.29. “Amtel” means Defendant Connectivity Source, LLC f/k/a Amtel, LLC.

2. RECITALS.

2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Amtel and the LWDA by sending the PAGA Notice.

2.2. On March 29, 2024, Plaintiff commenced this Action by filing a Complaint PAGA alleging claims against Amtel for (1) failure to pay all wages including overtime wages; (2) meal period violations; (3) rest period violations; (4) failure to pay all sick time wages; (5) wage statement violations; (6) waiting time penalties; and (7) failure to reimburse business expenses. The Complaint is the operative complaint in the Action (the “Operative Complaint.”). Amtel 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.

2.3. On August 23, 2024, the Court granted Amtel's motion to compel arbitration of Plaintiff's individual claims.

2.4. On October 17, 2024, Plaintiff submitted a demand for arbitration with AAA.

2.5. On October 6, 2025, the Parties participated in an all-day mediation presided over by Todd Smith, Esq. which led to this Agreement to settle the Action.

2.6. Prior to mediation Plaintiff obtained, through informal discovery, documents and data sufficient to investigate Plaintiff's claims.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Amtel promises to pay \$118,000.00 and no more as the Gross Settlement Amount. Amtel has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 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 Amtel.

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 Final Approval:

3.2.1. To Plaintiff: A PAGA Representative Service Payment to Plaintiff of not more than \$10,000.00 (in addition to any Individual PAGA Payment he is entitled to receive under this Agreement). Amtel will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. Any amount not approved by the Court shall be added to the Net Settlement Amount, and the reduction shall not be grounds to object to or terminate the Settlement. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full

responsibility and liability for any employee taxes owed on the PAGA Representative Service Payment.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) which is currently estimated to be \$39,333 and PAGA Counsel Litigation Expenses Payment of not more than \$22,000.00. Amtel will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA 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 and the reduction shall not be grounds to object to or terminate the Settlement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Amtel harmless, and indemnifies Amtel, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$3,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,500, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$43,167 to be paid from the Gross Settlement Amount, with 75%

(\$32,375.25) allocated to the LWDA PAGA Payment and 25% (\$10,791.75) 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 (\$10,791.75) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period 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, Amtel estimates there are 120 Aggrieved Employees who worked a total 2,317 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 14 days after the Effective Date, Amtel will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's 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. Amtel has a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omits 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 Amtel must send the Aggrieved Employee Data to the Administrator, the Parties 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. Amtel shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Amtel funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Representative Service Payment, PAGA Counsel Expenses Payment, and PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses and Fees Payments 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 Settlement 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 address. Within 7 days of receiving a returned check the Administrator must re-mail checks 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, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Amtel 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 Amtel fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel 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, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices ("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, or workers' compensation benefits that arose at any time. 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.

5.1.1. 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.

5.2. Release by Aggrieved Employees:

Upon entry of final judgment and full funding of the settlement, Plaintiff and the State of California on behalf of Aggrieved Employees shall release and discharge the Released Parties from any and all claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code §§ 2698–2699.5) that were alleged, or that reasonably could have been alleged, based on the facts and theories set forth in the PAGA Notice and Operative Complaint, including claims under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1199, 2802-2804, and 2699, as well as applicable Industrial Welfare Commission Wage Orders and related California Code of Regulations, which accrued at any time during the PAGA Period.

5.3. Release by PAGA Counsel:

PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff shall prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(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 firm 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 PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 90 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 is responsible for delivering the Court’s Approval to the Administrator. All motion papers for approval of the settlement shall be subject to review and approval by Defense Counsel and provided to Defense Counsel for review and revision at least seven (7) days in advance of filing.

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. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing 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 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. The Administrator shall be responsible for all necessary tax reporting associated with this settlement, including all payments to the Aggrieved Employees.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Amtel estimates that, as of the date of this Settlement Agreement, (1) there are 120 Aggrieved Employees who worked 2,317 PAGA Pay Periods.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, Settlement Administrator, and the Settlement 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. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Representative Service Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. Dismissal of Arbitration and Class Action. Within fourteen (14) days after the Effective Date, Plaintiff will dismiss the Arbitration pending before AAA, Case No. 1-24-0008-2637, and dismiss Plaintiff's individual claims with prejudice in the matter pending before the Alameda County Superior Court, Case No. 24CV060265.

10.2. 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 Amtel that any of the allegations in the Operative Complaint have merit or that Amtel has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Amtel'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, Amtel reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Amtel's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the

1 Action will have no bearing on, and will not be admissible in connection with, any
2 litigation (except for proceedings to enforce or effectuate the Settlement and this
3 Agreement).

4 10.3. Right to Revoke. Should the Settlement, or any terms therein, be modified, vacated,
5 altered, or become otherwise subject to challenge by law, including, but not limited
6 to, any law that became effective after the execution of this Agreement, so that the
7 Parties' Settlement is not approved by the Court in its entirety, and therefore the
8 intent of the Parties cannot be accomplished after jointly taking efforts to enforce it
9 have been exhausted, the Parties shall each have the option to void the Parties'
10 settlement at their discretion. If the Court does not ultimately approve the Settlement,
11 the Parties' rights will be the same as they were at the date of mediation.

12 10.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
13 Agreement together with its attached exhibits shall constitute the entire agreement
14 between the Parties relating to the Settlement, superseding any and all oral
15 representations, warranties, covenants, or inducements made to or by any Party.

16 10.5. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiff and Amtel, respectively, to take all
18 appropriate action required or permitted to be taken by such Parties pursuant to this
19 Agreement to effectuate its terms, and to execute any other documents reasonably
20 required to effectuate the terms of this Agreement including any amendments to this
21 Agreement.

22 10.6. Validity and Enforceability of Arbitration Agreements. The Settlement shall have no
23 impact on the validity or enforceability of the arbitration agreements entered into by
24 Plaintiff and/or the Aggrieved Employees, and the settlement shall not prejudice
25 Defendant from seeking to enforce such arbitration agreements. The foregoing does
26 not affect or modify the Parties' rights or legal positions with respect to the validity or
27 enforceability of Plaintiff's arbitration agreement with Defendant.
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- 1 10.7. Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts, in good faith, to implement the Settlement by, among other things,
3 modifying the Settlement Agreement, submitting supplemental evidence and
4 supplementing points and authorities as requested by the Court. In the event the
5 Parties are unable to agree upon the form or content of any document necessary to
6 implement the Settlement, or on any modification of the Agreement that may become
7 necessary to implement the Settlement, the Parties will seek the assistance of a
8 mediator and/or the Court for resolution.
- 9 10.8. No Prior Assignments. The Parties separately represent and warrant that they have
10 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
11 transfer, or encumber to any person or entity and portion of any liability, claim,
12 demand, action, cause of action, or right released and discharged by the Party in this
13 Settlement.
- 14 10.9. No Tax Advice. Neither Plaintiff, PAGA Counsel, Amtel nor Defense Counsel are
15 providing any advice regarding taxes or taxability, nor shall anything in this
16 Settlement be relied upon as such within the meaning of United States Treasury
17 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 18 10.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
19 modified, changed, or waived only by an express written instrument signed by all
20 Parties or their representatives, and approved by the Court.
- 21 10.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure
22 to the benefit of, the successors of each of the Parties.
- 23 10.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
24 governed by and interpreted according to the internal laws of the state of California,
25 without regard to conflict of law principles.
- 26 10.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
27 of this Agreement. This Agreement will not be construed against any Party on the
28 basis that the Party was the drafter or participated in the drafting.

10.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.15. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Amtel 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 rule of court. 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 Amtel unless, prior to the Administrator's payment of all Settlement Funds, Amtel makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.16. Attorneys' Fees and Costs. Plaintiff and Defendant shall bear their own attorney's fees and costs, except as provided herein.

10.17. Publicity. Plaintiff and PAGA Counsel will not make any public disclosure of the Settlement until after the filing of the motion for approval of the Settlement. Plaintiff and PAGA Counsel represent that they have not made any such disclosure. PAGA Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after the settlement is approved by the Court. Thereafter, PAGA Counsel and Plaintiff agree not to publicize the terms of this settlement with the media, including but not limited to, any newspaper, journal, magazine, website, and/or online reporter of settlements or on any website.

10.18. 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.

10.19. Calendar Days. Unless otherwise noted, all reference 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.

10.20. 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:
Bokhour Law Group, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, CA 90067
Tel.: (310) 975-1493
Fax: (310) 675-0861
E-Mail: mehrdad@bokhourlaw.com

To Amtel:
Steven Groode
Michael Nelson
Littler Mendelson, P.C.
1255 Treat Blvd., Suite 600
Walnut Creek, CA 94597
Tel.: (925) 949-2381
Fax: (925) 955-1609
E-Mail: mwnelson@littler.com

10.21. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or 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 will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.22. 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. The

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DocuSigned by:

Steve Rosenbaum

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For Plaintiff: Steve Rosenbaum

For Amtel: Andrew J. Priest
Executive Chairman

Signed by:

MEHRDAD BOKHOUR

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Bokhour Law Group, P.C. Counsel For Plaintiff

Littler Mendelson, P.C. Counsel For Amtel

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EXHIBIT “C”

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

[SEE ATTACHED]