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5 Attorney for Plaintiff
Arturo Romo
6
7

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF RIVERSIDE
10

11 ARTURO ROMO, on behalf of himself and all
aggrieved employees,

12 Plaintiff,
13

14 v.

15 HP COMMUNICATIONS, INC., and DOES 1 to
100,

16 Defendants.
17
18

) NO. RIC2002636
)

) DECLARATION OF ADAM ROSE IN
) SUPPORT OF MOTION TO APPROVE
) THE SETTLEMENT WITH HEADINGS
)

) Date: July 6, 2021
) Time: 8:30 a.m.
) Dept: 6
)

19 I, Adam Rose, declare the following:

20 1. I am the attorney for the plaintiff in this action. I have personal knowledge of the facts in
21 this declaration and if called on to testify about the facts I could and would competently do so..
22

23 Paragraph C(2)(a)

24 2. Attached is a true and correct copy of the fully signed settlement agreement, which I have
25 also uploaded to the LWDA website.
26

27 Paragraph C(2)(b)

28 3. The parties did not use the services of a neutral to mediate the dispute.

1 Paragraph C(2)(c)

2 4. The settlement agreement was uploaded to the Labor and Workforce Development Agency
3 website for PAGA filings.

4
5 Paragraph C(5)(a)

6 5. The settlement agreement releases all claims Plaintiff could have brought, but it does not
7 release Plaintiff's pending worker's compensation claim.

8
9 Paragraph C(5)(b)

10 6. There were seven individual causes of action. Each of those causes of action are discussed:

11
12 Wage and Hour – Plaintiff claimed he worked off the clock. Yet after reviewing produced time
13 records, it seems there was no off the clock work. Thus, this claim is basically valued at zero.

14
15 Meal Periods – Plaintiff claimed there were missed meal periods. Yet after reviewing produced
16 time records, it seems Plaintiff did receive meal periods. This claim is also valued at zero.

17
18 Rest Periods – There was an allegation of missed rest periods. Yet after further inquiry it seems
19 Plaintiff did receive rest periods. This claim is also valued at zero.

20
21 Work Expenditures – Plaintiff claimed he had to purchase work boots and was not reimbursed. Yet,
22 there is apparently no proof that this cost was incurred so this claim is also valued at zero.

23
24 Wage Statement Penalty – This was based on the allegation that the wage statements did not list the
25 off the clock time but based on the above there was apparently no off the clock time so it seems the
26 wage statement penalty would not apply.

27 ///

28 ///

1 Waiting Time Penalty – This was based on the allegation that there were unpaid wages, but based
2 on a review of the produced personnel file, there does not appear to be unpaid wages. Thus, the
3 waiting time penalty would not apply.

4
5 Wrongful Termination in Violation of Public Policy – Plaintiff claims he was terminated after his
6 workplace injury. If successful, Plaintiff would receive back pay until he found a new job, and
7 emotional distress (i.e., general) damages. Plaintiff found a new job roughly two months after he
8 stopped working, which is back pay of approximately \$5,000. General damages is usually about
9 two time the amount of actual damages, so there that would be about \$10,000. It follows that if the
10 action were entirely successful at trial on this claim, the recoverable amount is \$15,000. However,
11 there were serious risks Plaintiff would face on this cause of action. Plaintiff apparently did not
12 notify the proper people at HP Communications that he would not show up to work based on his
13 workplace injury. HP Communications might have prevailed on its argument that Plaintiff
14 abandoned the job, especially since Plaintiff had a history of not showing up to work and not
15 notifying the proper people at HP Communications in advance. Thus, the total amount of damages
16 Plaintiff could reasonably expect to be awarded at trial is about half the amount, or between \$7,500
17 to \$8,000. This cause of action does not have statutory attorney fees or penalties. With this
18 analysis, the \$8,000 settlement is within the range of reasonableness.

19
20 Paragraph C(5)(c)

21 7. The gross settlement is for \$8,000 payable in one check.

22
23 Paragraph C(5)(d)

24 8. The gross settlement of \$8,000 was based on the wrongful termination in violation of public
25 policy cause of action, as the other causes of action apparently could not proceed. The valuation
26 was approximately \$5,000 for back pay, and \$3,000 for general damages (it is not a FEHA claim so
27 there are no statutory attorney fees). The check is payable to the Frontier Law Center Client Trust
28 Account; thereafter Frontier Law Center will send Plaintiff his portion of the settlement.

1 Paragraph C(7)(a)

2 9. Aggrieved employees will not be prejudiced by the requested dismissal since the PAGA
3 cause of action will be dismissed without prejudice; aggrieved employees can still file their own
4 PAGA case if they choose.

5 10. I have not informed any of the aggrieved employees of the preparation, filing, or pendency
6 of the action, either formally or informally, orally or in writing, individually or as a group.

7
8 Conclusion

9 11. Based on the above, I respectfully request the court to grant the motion.

10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
12 and correct.

13 Date: June 2, 2021



Adam Rose

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is entered into as of this 30th day of April, 2021 (the "Effective Date"), by and between Arturo Romo ("Plaintiff") and HP Communications, Inc., a California corporation ("Defendant"). Plaintiff and Defendant are collectively referred to herein as the "Parties."

WHEREAS, Plaintiff was employed by Defendant and his employment with Defendant ended on or about January 29, 2020 (the "Separation Date").

WHEREAS, on July 10, 2020, Plaintiff caused to be filed a civil lawsuit in the Superior Court for the State of California, County of Riverside, captioned *Arturo Romo v. HP Communications, Inc., et al.*, Case Number RIC 2002636 (the "Complaint").

WHEREAS, Defendant and Plaintiff desire to compromise and finally settle and resolve any and all controversies between them including, but not limited to, any claims and disputes arising out of Plaintiff's employment with Defendant and the termination thereof and those alleged in the Complaint, to bring these matters to a conclusion and to avoid incurring costs and expenses which would be incident to the prosecution and defense of claims arising from these disputed matters.

NOW, THEREFORE, the Parties, for good and adequate consideration, receipt of which is hereby acknowledged, agree as follows:

1. On the Separation Date, Plaintiff ceased to be employed by Defendant. On or prior to the Separation Date, Defendant has paid to Plaintiff all wages and compensation earned and owed to him during Plaintiff's employment with Defendant.
2. In consideration of the covenants contained in this Agreement (including the claims released herein), upon Plaintiff executing this Agreement and obtaining a court order to dismiss the individual claims with prejudice, and the PAGA claim without prejudice, as well as any requested IRS forms such as a W-9 and bank wiring instructions for all payees, Defendant will provide Plaintiff, through his counsel, with the gross sum of Eight Thousand dollars (\$8,000.00). The settlement payment shall be paid within ten (10) business days of the court order, provided Plaintiff does not revoke this Agreement.
3. Except for his right to enforce the provisions of this Agreement, Plaintiff hereby generally releases and covenants not to sue, on his own behalf and on behalf of any dependents, heirs, successors and assigns, Defendant, all entities which are or ever have been related to or affiliated with Defendant, and all their current or former subsidiaries, affiliated entities, officers, directors, members, shareholders, partners, employees, agents, insurers, independent contractors, attorneys, representatives, predecessors, successors, heirs and assigns (collectively, the "Released Parties"), from any and all claims, demands, causes of action, charges, obligations, damages, breaches, attorneys' fees, costs and liabilities of any nature whatsoever, whether or not now known, suspected or claimed, which Plaintiff now holds or has at any time heretofore owned or held against the Released

Parties and which arise from or relate to his employment with the Released Parties, including, but not limited to:

- (a) all claims which were or which could have been alleged in the Complaint which was filed on or about July 10, 2020;
- (b) claims for breach of express or implied contract, tort, wrongful discharge or termination, defamation, interference with contract or breach of the covenant of good faith and fair dealing, and any claims for violation of the Unruh Civil Rights Act, any claims under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the **Age Discrimination in Employment Act**, California Family Rights Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, or any other federal, state, and local law prohibiting discrimination on the basis of race, age, religion, national origin, sex, pregnancy, marital status, handicap, disability, or any other prohibited criteria;
- (c) claims under the Employee Retirement Income Security Act of 1974 ("ERISA"), except for Plaintiff's rights to any vested benefits under any retirement or savings plan governed by ERISA;
- (d) any claims under the Fair Labor Standards Act, any provisions of the California Labor Code pertaining to the payment of wages, including (without limitation) Cal. Lab. Code §§ 200-272, any Wage Orders promulgated by the California Industrial Welfare Commission as well as any related wage and hour law or regulation as set forth in the California Labor Code and the opinions issued by the Department of Labor Standards Enforcement;
- (e) any claims under the Private Attorneys General Act, California Labor Code § 2699 ("PAGA"), including Plaintiff's rights, if any, to represent similarly situated or aggrieved employees of Defendant – the scope of the PAGA release extends only to Plaintiff
- (f) claims for retaliation, breach of fiduciary duty, negligence, intentional or negligent misrepresentation, emotional distress, interference with prospective economic advantage, slander, invasion of privacy, any personal injury, promissory estoppel, unjust enrichment, detrimental reliance, whistle blowing;
- (g) claims for violations of the United States Constitution or the California state constitution or any public policy; and
- (h) claims for punitive, compensatory and consequential damages, equitable relief, wages, lost earnings, or attorneys' fees or other expenses incurred by Plaintiff.

4. It is a further condition of the consideration herein and is the intention of Plaintiff and Defendant in executing this instrument that the same shall be effective as a bar as to each and every claim, demand and cause of action hereinabove specified and, in furtherance of this intention, Plaintiff hereby expressly waives any and all rights or benefits conferred by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE and of any

similar rule of law adopted by statute or otherwise in any other of the United States, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of actions, if any, as well as those relating to any other claims, demands and causes of actions hereinabove specified. SECTION 1542 provides:

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

Plaintiff acknowledges that he may hereafter discover claims or facts in addition to or different from those which he now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this General Release, may have materially affected this settlement. Nonetheless, Plaintiff hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Plaintiff acknowledges that he understands the significance and consequence of such release and such specific waiver of SECTION 1542.

5. Plaintiff agrees to immediately file the paperwork with the court to obtain dismissal of the individual claims with prejudice, and the PAGA claim without prejudice. The release does not extend to the Workers Compensation claim, Claim # 002979-087641-WC-01. With regard to any pending administrative charges, Plaintiff shall notify the applicable governmental entities that his "claims and disputes with Defendant have been resolved." Nothing in this Agreement shall be construed to prohibit Plaintiff from participating in any investigation or proceeding conducted by the DFEH, EEOC or a comparable state or local agency, however, Plaintiff agrees that he is not entitled to, and that he has released any right to any monetary recovery in connection in any such proceeding.

6. Plaintiff agrees that he shall not apply for or accept employment or any other engagement with any Released Party. In the event Plaintiff does become an employee of any Released Party in the future, Plaintiff agrees to resign from such employment upon receipt of a written request from the Released Party, and this provision shall serve as just cause for such Released Party to terminate Plaintiff from such Employment, based solely upon Defendant's legitimate concerns regarding Plaintiff's work performance.

7. Plaintiff represents and warrants that he has not heretofore assigned or transferred to any person or entity of any kind any matter released herein and agrees that he will not hereafter sue or bring any action (legal, administrative, or otherwise) against any of the Released Parties before any court or governmental agency, commission, division, or department, whether State, Federal or local, upon any claim, demand, or cause of action released herein.

8. Plaintiff hereby represents and acknowledges that in executing this Agreement he does not rely and has not relied upon any representation or statement made by any of the Parties or their agents or representatives with regard to the subject matter, basis or effect of this Agreement except as those specifically stated in this written Agreement.

9. Plaintiff agrees that the terms and conditions of this Agreement shall remain confidential as between Plaintiff and the Released Parties and shall not be disclosed to any other person or persons. Notwithstanding the foregoing, the terms and conditions of this Agreement may be disclosed to Plaintiff's attorney or accountant, who shall also be advised of its confidentiality and who shall agree to be bound by this confidentiality agreement or to any disclosures as are required by law and as are necessary for enforcement of this Agreement or for legitimate law enforcement or compliance purposes.

10. The Parties agree that all inquiries regarding Plaintiff's employment with Defendant shall be directed to Ahmad Olomi, HP Communications; email Ahmad.Olomi@hpcomminc.com, or to the Director of Human Resources of HP Communications. In the event employment inquiries are properly directed to Mr. Olomi or his successor, that person shall only divulge Plaintiff's dates of employment, location worked, job title, and, if authorized in writing to do so, his final rate of pay.

11. Time to Consider Agreement. Plaintiff has been given twenty-one (21) days in which to consider this agreement before signing it. Plaintiff may at Plaintiff's sole option sign this Agreement prior to the expiration of the 21 day consideration period.

12. Right to Revoke Agreement. Plaintiff has seven days from the time Plaintiff signs this Agreement to revoke it by giving written notification Ahmad Olomi, HP Communications; email Ahmad.Olomi@hpcomminc.com, or by mail to Ahmad Olomi, HP Communications Corporate Headquarters, 13341 Temescal Canyon Rd., Corona, CA 92883. If Plaintiff revokes this Agreement, Plaintiff will receive no payment or benefit hereunder.

13. Plaintiff acknowledges that neither this Agreement nor anything contained herein shall be admissible in any proceeding as evidence of or an admission by Defendant of any wrongdoing or violation of its policies and procedures, or of any state or federal law or regulation. Notwithstanding the foregoing, this Agreement may be introduced into a legal proceeding solely for the purpose of enforcing this Agreement and the confidentiality hereof.

14. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable.

15. Any controversy or claim arising out of or relating to this Agreement, or the terms and conditions thereof, or any other disputes between the Parties for any reason, shall be submitted to and decided by expedited, final, binding and confidential arbitration in Los Angeles, California before a retired state or federal judge through Judicial Arbitration

and Mediation Services (JAMS) (or similar tribunal if no JAMS tribunal is located in or around Los Angeles, California) pursuant to the rules of JAMS Commercial Arbitration Rules & Procedures, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall not have the authority to award punitive damages. To commence the arbitration, the Parties shall split all costs unique to the arbitration hearing, including the arbitrator's fees, and the arbitrator, as part of the final award, shall award the costs of arbitration to the prevailing Party against the non-prevailing Party. This agreement to arbitrate any and all disputes is mutually entered into between the Parties. By entering into this Agreement, the Parties are each waiving all rights to have their disputes heard or decided by a jury or in a court trial and the right to pursue any class or collective action or representative claims to the maximum extent allowed by law. Nothing in this Paragraph or elsewhere in this Agreement shall prevent either Defendant or Plaintiff from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

16. The prevailing Party in any action brought hereinunder or relating hereto or in any other dispute or proceeding between the Parties shall be entitled to reasonable attorneys' fees and costs in addition to any other relief or remedies to which such prevailing Party may be entitled at law or in equity.

17. In entering into this Agreement, Plaintiff represents that he has had the opportunity and adequate time to review this Agreement with attorneys of his own choice, as Released Parties have not advised Plaintiff on either the legal effects of this Agreement or the advisability of him signing it.

18. The rights and obligations of the Parties under this Agreement shall be governed by laws of the State of California.

19. This Agreement constitutes and contains the entire agreement and understanding between the Parties, and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by the Parties.

20. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

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

The undersigned Parties have read the foregoing Agreement consisting of six (6) pages, including this page, and accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

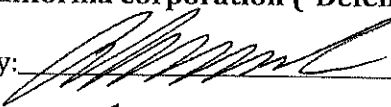
05/04/21 | 6:03 PDT

ARTURO ROMO ("Plaintiff")

Signature:  23ED2EE208E6471...

Printed Name: Arturo Romo

**HP COMMUNICATIONS, INC., a
California corporation ("Defendant")**

By: 

Name: AHMAD OLOOMI

Title: EXECUTIVE V.P.