

COHELAN KHOURY & SINGER

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Attorneys for Plaintiff PRINCE BANZOUZI MALGHA
on behalf of himself and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

PRINCE BANZOUZI MALGHA
on behalf of himself and other aggrieved
employees,

Plaintiff,

vs.

WILINE NETWORKS INC., a
Delaware Corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. 20-CIV-04862

ASSIGNED FOR ALL PURPOSES TO:

The Honorable V. Raymond Swope
Department 23

REPRESENTATIVE ACTION

NOTICE OF ENTRY OF ORDER:

**(1) GRANTING MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT ("PAGA") SETTLEMENT**

(2) DESIGNATING CY PRES RECIPIENT

Complaint filed: November 6, 2020

Trial date: Not set

1 TO: THE LABOR AND WORKFORCE DEVELOPMENT AGENCY, AND TO
2 ALL PARTIES AND THEIR COUNSEL OF RECORD:

3 NOTICE IS GIVEN that on August 11, 2023, the Court issued an Order Granting
4 Motion for Approval of Private Attorneys General Act ("PAGA") Settlement, ("Settlement
5 Order"), in the above-captioned matter. A true and correct copy of the Settlement Order is
6 attached as Exhibit 1.

7 NOTICE IS FURTHER GIVEN that on August 11, 2023, the Court issued an Order
8 Designating Cy Pres Recipient, ("Cy Pres Order"), in the above-captioned matter. Pursuant to
9 the Cy Pres Order, all uncashed settlement funds in this matter be forwarded equally, 50% to La
10 Raza Centro Legal, San Francisco, and 50% to Asian Americans Advancing Justice - Asian
11 Law Caucus. A true and correct copy of the Cy Pres Order is attached as Exhibit 2.

12 Respectfully submitted,

13 **COHELAN KHOURY & SINGER**

14
15 Dated: August 14, 2023

16 By: _____

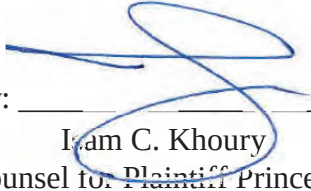
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18 Iam C. Khoury
19 Counsel for Plaintiff Prince Banzouzi Malgha
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EXHIBIT 1

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on behalf of himself and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

PRINCE BANZOUZI MALGHA,
on behalf of himself and other aggrieved
employees,

Plaintiff,

vs.

WILINE NETWORKS INC., a
Delaware Corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. 20-CIV-04862

ASSIGNED FOR ALL PURPOSES TO:

The Honorable V. Raymond Swope
Department 23

REPRESENTATIVE ACTION

[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT

Hearing Held

Date: July 3, 2023

Time: 3:00 p.m.

Dept: 23

Complaint filed: November 6, 2020

Trial date: Not set

Electronically

FILED

By Superior Court of California, County of San Mateo

ON 08/11/2023

By /s/ Nelson, Ashlee

Deputy Clerk

Electronically

RECEIVED

8/3/2023

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

Pursuant to the Motion for an Order Granting Approval of the Private Attorneys General Act (“PAGA”) Settlement (“Motion”) submitted by Plaintiff Prince Banzouzi Malgha, and for good cause appearing, having considered the Motion, all legal authorities and documents submitted in support, the Declaration of PAGA Counsel Isam C. Khoury, the Private Attorneys General Act Settlement Agreement and Release (appended to this Order as Attachment 1), the Addendum to Private Attorneys General Act Settlement Agreement and Release (appended to this Order as Attachment 2), and good cause appearing, IT IS ORDERED that the Motion is GRANTED, subject to the following orders:

a) The Court approves the maximum non-reversionary Settlement Payment of \$285,000.00 by Defendant Wiline Networks, Inc;

b) The Court approves and awards to Plaintiff’s Counsel, Cohelan, Khoury & Singer, attorneys’ fees of \$95,000.00, and litigation costs of \$15,000.00;

c) The Court finds the payment of \$10,000.00 to CPT Group, Inc., the PAGA Settlement Administrator for expenses incurred and to be incurred, is fair and reasonable, and orders the Administrator to make this payment to itself in accordance with the Settlement Agreement;

d) The Court approves the form of the notice to aggrieved employees appended to this Order as Attachment 3, and orders the notice to be included with Individual Settlement Payment checks;

e) The Court approves the Net Settlement Amount of \$165,000.00, from which,

i) \$123,750.00 (75%) shall be paid to the California Labor and Workforce Development Agency, and

ii) \$41,250.00 (25%) shall be paid to all Aggrieved Employees to be distributed on a proportionate basis;

f) If any Aggrieved Employee fails to negotiate their Individual Settlement Payment check within 180 calendar days after issuance, the Administrator shall forward the sums represented by the uncashed checks, equally, to *cy pres* recipients La Raza Centro Legal, San Francisco (50%) and to Asian Americans Advancing Justice - Asian Law Caucus (50%);

1 and,

2 g) Pursuant to California Code of Civil Procedure section 664.6, the Court shall
3 retain continuing jurisdiction over this action and the Parties, including after entry of this
4 Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent
5 of the Agreement and this Order.

6 **IT IS SO ORDERED.**

Electronically

SIGNED

By /s/ Healy, Nicole

08/11/2023

8 Dated: _____

~~The Honorable V. Raymond Swope~~
Judge of the Superior Court

Signed pursuant to Cal.
Code Civ. Proc., § 635

ATTACHMENT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff PRINCE D. BANZOUZI MALGHA, an individual on behalf of the State of California as a private attorney general (“Plaintiff”) on the one hand, and Defendant WILINE NETWORKS INC. (“Defendant”) on the other hand.

This Settlement Agreement shall be binding on Plaintiff and the Aggrieved Employees (as defined below) whom Plaintiff purports to represent and on Defendant and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant, subject to the terms and conditions hereof and the approval of the Court.

1. Recitals. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Prince D. Banzouzi Malgha is a former employee of Defendant, employed from December 30, 2019 to March 4, 2020.

(b) On September 1, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under the PAGA for violations of Labor Code sections 218.5, 510, 1194, 512, 226.7, 226, 201-203, 1174 and 2802.

(c) On November 6, 2020, in the San Mateo Superior Court, Plaintiff filed a representative action under the PAGA asserting the following causes of action: 1) civil penalties under the PAGA for failure to pay minimum wages and /or overtime wages; 2) civil penalties under the PAGA for failure to provide meal periods; 3) civil penalties under the PAGA for failure to provide rest periods; 4) civil penalties under the PAGA for failure to provide accurate itemized wage statements; 5) civil penalties under the PAGA for failure to timely pay all wages due during employment and upon termination of employment; 6) civil penalties under the PAGA for failure to record hours worked; 7) civil penalties under the PAGA for requiring employees to agree to unlawful terms; 8) civil penalties under the PAGA for failure to provide expense reimbursements; 9) civil penalties under the PAGA for unlawful release agreements; and 10) civil penalties under the PAGA for failure to pay sick pay.

(d) On June 23, 2022, the Parties mediated the Action during a full-day mediation with an experienced mediator, Steven Paul. Although the Parties did not settle at mediation, they continued negotiations and discussions concerning Defendant’s financial viability with the assistance of the mediator and reached an agreement to resolve the Action.

(e) There has been no determination on the merits of the Action or the PAGA Notices but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8(a) below) as of the date of execution of this Settlement Agreement.

2. Nonadmission of Wrongdoing. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. Consideration.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum total gross sum of TWO HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$285,000.00) (the "Total Settlement Amount") in installments to resolve the Action and Released Claims, which will be paid as follows:

(1) Attorneys' fees of up to thirty-three and one-third percent (33 1/3%) of the Total Settlement Amount which amounts to NINETY-FIVE THOUSAND DOLLARS (\$95,000) subject to Court approval, and reimbursement of litigation costs and expenses up to the amount of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000) subject to Court approval (collectively, "Attorneys' Fees and Costs"), which Defendant will not contest.

(2) Third Party Settlement Administrator will be selected by mutual agreement of the Parties. The reasonable costs shall be included within the "Total Settlement Amount."

(3) The amounts stated in Paragraphs 1&2 above, once approved by the Court, shall be paid from the "Total Settlement Amount." The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(4) Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all former and current non-exempt employees of Defendant who were employed during the period of time between September 1, 2019 and June 23, 2022 (the "Aggrieved Employees"). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion." The Parties estimate that there are approximately 134 aggrieved employees who worked through June 23, 2022 and worked an estimated aggregate 3,250 pay periods.

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, Enhancement Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. The Parties agree that Defendant will not be required to commence to fund this agreement until the later of 10 business days after the effective date, or December 27, 2022. Defendant will fund the settlement in six payments. The first payment of \$35,000 will be due the later of 10 business days after the effective date, or December 27, 2022. The remaining five payments of \$50,000 will be due on the first of each month following the first payment.

5. Court Approval is Required. Plaintiff understands and agrees that the State of California and Aggrieved Employees would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void. Plaintiff shall timely provide notice of this Settlement Agreement and the Court's Approval of this Settlement Agreement to the LWDA in accordance with Labor Code sections 2698, *et seq.*

6. Disbursal of Settlement Funds/Dismissal of Action.

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, within fourteen (14) days after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) Plaintiff has provided notice of the Settlement Agreement to the LWDA, (iii) the Court has entered an order approving the Settlement Agreement; and (iv) Plaintiff has provided notice of the Court's approval to the LWDA; and (v) only if any objection has been made to Settlement approval, any time for which an appeal could be made to the Court's approval of the Settlement has passed. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday, or legal holiday in the State of California. The Administrator will disburse the entire Net Settlement Amount without requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Net Settlement Amount will revert to Defendant Wiline.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount, and within ten (10) business days of such notification, Plaintiff will seek dismissal of the Action in its entirety with prejudice.

7. Approval and Implementation of the PAGA Settlement.

(a) The Parties will cooperate in obtaining an order from the Court approving this Settlement Agreement and dismissal of the Action based thereon, as described herein. The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court relating in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(b) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Charles H. Jung and Andrew R. Kislik of Nassiri & Jung LLP ("Defendant's Counsel") for review and approval prior to filing.

(c) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant dismissal of the action and

closure of the case based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

8. Settlement Administration.

(a) The Parties will select a Settlement Administrator to perform, as a fiduciary, all duties specified in this agreement in exchange for payment of Administration Expenses.

(b) The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (QSF) under Treasury Regulation section 46B-1.

9. Notice to Recipients.

(a) The Parties believe there is no basis for objections to the Settlement Agreement or its Approval by the Aggrieved Employees. The Aggrieved Employees have no right to opt out.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between September 1, 2019 through the date of the Court's Order Granting Settlement Approval ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall:

(1) For each Aggrieved Employee, divide the number of Compensable Pay Periods he or she worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(2) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and will not be subject to local, state or federal payroll tax withholdings. All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 for their Individual Settlement Share as required by the IRS.

(c) The Parties agree to retain CPT Group to serve as the PAGA Settlement Administrator;

(d) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter agreed to by the Parties and approved by the Court, in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) social security number; and (iv) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employee List.

(3) No later than ten (10) calendar days after the PAGA Settlement Administrator’s receipt of the Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by taking all reasonable steps, and shall re-mail the PAGA Settlement Package.

(4) The Individual Settlement Award checks will remain negotiable for 180 days after the date of their issuance (the “Check Stale Date”). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated after the Check Stale Date will be void and the amount of those checks will be directed to the California State Controller for the deposit in the Unclaimed Property Fund in the name of the employee.

(e) Also, no later than ten (10) calendar days after the PAGA Settlement Administrator has received (via installments) the Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

10. Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.

(a) Upon the Effective Date, Aggrieved Employees, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, and the State of California, on behalf of itself and its administrators, representatives, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the “Released Parties”), to the full extent permitted by law, of and from the Action and from any and all claims asserted and unasserted, arising during the period from September 1, 2019 through the date on which the Court grants approval of the Settlement, for civil penalties under California Labor Code sections 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under the PAGA, based on the factual allegations in the Operative Complaint or what could have been alleged based on the facts alleged in the Operative Complaint and in Plaintiff’s PAGA Notice or what could have been alleged in Plaintiff’s PAGA Notices, based on the facts alleged in the Notice, including but not limited to, violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 432.5, 510, 512, 558, 1174, 1197, 1187.1, 1198, 2802, and any other remedies, penalties, or interest available under the PAGA.

11. No Transfer/Assignment of Claims. Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiff is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments,

taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the Action of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

12. Liens and Attorneys' Fees/Indemnification.

Plaintiff is solely responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, or expert witnesses. Each Party solely is responsible for any fees and costs they or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action, except to the extent the Settlement Agreement provides for payment of Attorneys' Fees and Costs.

13. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

14. Amendment. This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties or their counsel wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

15. Miscellaneous.

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this

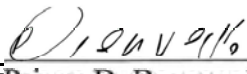
Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties prepared it jointly.

(d) If Plaintiff or Defendant fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, PLAINTIFF AND DEENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

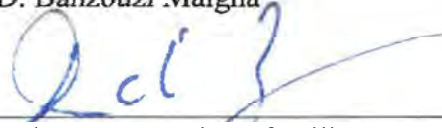
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below.

Dated: 8/11/2022, 2022



Prince D. Banzouzi Malgha

Dated: 8/11, 2022



Authorized Representative of Wiline Networks Inc.
David Hertgen, President

APPROVED AS TO FORM AND CONTENT:

COHELAN KHOURY & SINGER

Dated: August 11, 2022

By: 

Isam C. Khouly
Michael D. Singer
For Plaintiff Prince D. Banzouzi Malgha and the
Aggrieved Employees

NASSIRI & JUNG LLP

Dated: August 11, 2022

By: 

Charles H. Jung
Andrew R. Kislik
For Defendant Wiline Networks Inc.

ATTACHMENT 2

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

PRINCE BANZOUZI MALGHA
on behalf of himself and other aggrieved
employees,

Plaintiff,

vs.
WILINE NETWORKS INC., a Delaware
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 20-CIV-04862

ASSIGNED FOR ALL PURPOSES TO
HON. V. RAYMOND SWOPE

**ADDENDUM TO PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

Trial Date: None
Complaint Filed: November 6, 2020

ADDENDUM TO PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND
RELEASE

This Addendum to the Private Attorneys General Act Settlement Agreement and Release (“Addendum”) is made and entered into by and between Plaintiff PRINCE D. BANZOUZI MALGHA on the one hand, an individual on behalf of the State of California as a private attorney general (“Plaintiff”), and Defendant WILINE NETWORKS, INC. (“Defendant”) on the other hand, (collectively, the “Parties”), pursuant to Paragraph 14 of the Private Attorneys General Act Settlement Agreement and Release (“Agreement,” “Settlement,” or “Stipulation of Settlement”) previously entered into by the Parties.

Excepting only the provisions of the Agreement that are expressly modified by this Addendum, the Agreement remains in full force and effect. By executing this Addendum, the Parties agree to be bound by its terms, as follows:

The following Section 4 is applicable to this Addendum and replaces the Section 4 in the Agreement.

4. **Timing of Settlement Funding.** The Parties agree that Defendant will not be required to commence to fund this agreement until the later of 10 business days after the Effective Date ("Effective Date" shall mean 10 business days after both of the following have occurred: (i) approval of this Settlement is granted by the Court, and (ii) judgment approving this Settlement becomes final), or December 27, 2022. Defendant will fund the settlement in six payments. The first payment of \$35,000 will be due the later of 10 business days after the effective date, or December 27, 2022. The remaining five payments of \$50,000 will be due on the first of each month following the first payment.

The following Section 9(b) is applicable to this Addendum and replaces the Section 9(b) in the Agreement.

9. Notice to Recipients.

(b) Each Aggrieved Employee will be entitled to a pro rata share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between September 1, 2019 through June 23, 2022 ("Compensable Pay Periods"),

1 based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's
2 share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement
3 Administrator shall:

4 (1) For each Aggrieved Employee, divide the number of Compensable Pay Periods
5 he or she worked by the total aggregate number of Compensable Pay Periods worked by all
6 Aggrieved Employees, and then multiply this amount by the Employees' Portion to arrive at
7 each Aggrieved Employee's Individual Settlement Share.

8 (2) One Hundred Percent (100%) of all Individual Settlement Shares are to be
9 considered penalties and will not be subject to local, state or federal payroll tax withholdings.
10 All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement
11 Share checks shall receive an IRS Form 1099 for their Individual Settlement Share as required
12 by the IRS.

13 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
14 Addendum to the Private Attorneys General Act Settlement Agreement and Release between
15 Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

17 **PLAINTIFF**

18 Dated: 1/9/2023

Prince D. Banzouzi Malgha
19 Prince D. Banzouzi Malgha

20 **WILINE NETWORKS, INC.**

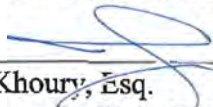
21 Dated: 12/23/2022

Authorized Representative of Wiline Networks,
22 Inc.

1 **APPROVED AS TO FORM**

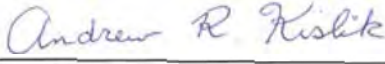
2 **COHELAN KHOURY & SINGER**

3 Dated: 1/10/2023

4 
Isam Khoury, Esq.
Attorneys for Plaintiff Prince D. Banzouzi Malgha
and the Aggrieved Employees

6 **NASSIRI & JUNG LLP**

7 Dated: 12/23/2022

8 
Charles H. Jung, Esq.
Andrew R. Kislik
Attorneys for Defendant Wiline Networks, Inc.

ATTACHMENT 3

[Mailing Date]

[Settlement Administrator's info]

NOTICE OF SETTLEMENT

Insert: AE Name

Insert: AE Address

Re: ***Prince D. Banzouzi Malgha, et al. v. Wiline Networks Inc.***

San Mateo Superior Court, Case No. 20-CIV-04862

Private Attorneys' General Act Representative Action

Dear [NAME]:

Prince D. Banzouzi Malgha ("Plaintiff"), a former employee of Wiline Networks Inc. ("Wiline") filed a representative action lawsuit against Wiline on behalf of himself and other current and former employees of Wiline. A settlement was reached between the Plaintiff and Wiline. On XXXX, the Court issued an Order approving settlement of the claims pursuant to the Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*) ("PAGA"). Wiline denies these allegations and denies any liability or wrongdoing of any kind associated with these allegations. The Court has not ruled on the merits of the lawsuit.

After accounting for Court-approved deductions from the Settlement amount for attorney's fees and costs, and the costs of the settlement administration, the remainder \$165,000.00, referred to as civil penalties, will be allocated as required by law under the PAGA with 75% (\$123,750.00) paid to the California Labor and Workforce Development Agency, and 25% (\$41,250.00) paid to all eligible employees. Eligible employees are defined as all former and current non-exempt employees of Wiline who were employed during the period of time between September 1, 2019 and June 23, 2022."

The enclosed check represents your pro rata share of the settlement amount and is based on the total number of pay periods you worked in relation to the total number of pay periods worked by all eligible employees between September 1, 2019 and June 23, 2022.

The Settlement releases Wiline from any and all claims Eligible employees have, or may have, against Wiline for civil penalties under California Labor Code sections 2698, *et seq.* ("PAGA"), based on the factual allegations in Plaintiff's Operative Complaint filed with the Superior Court for the County of San Mateo on November 6, 2020, and as alleged in Plaintiff's PAGA Notice submitted to the California Labor and Workforce Development Agency on September 1, 2020, including but not limited to Wiline's alleged failure: 1) to pay minimum wages and /or overtime wages (Labor Code §§510, 1187.1, 1197, 1198); 2) to provide meal periods (Labor Code §§512, 558); 3) to provide rest periods (Labor Code §§558; 4) to provide accurate itemized wage statements (Labor Code §§226, 226.3); 5) to timely pay all wages due during employment and upon termination of employment (Labor Code §§201, 202, 203, 204, 210); 6) to record hours worked (Labor Code §§1174, 1198); 7) for requiring employees to agree to unlawful terms (Labor Code §432.5); 8) to provide expense reimbursements (Labor Code §2802); and 9) for unlawful release agreements (Labor Code §206.5), and further releases Wiline from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, interest, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted based on the facts alleged in the lawsuit.

The enclosed check is valid for 180 days from the date of issuance. It is strongly recommended that you cash or deposit this check as soon as possible following receipt. Funds attributable to any uncashed checks after 180 days will be sent: 50% to La Raza Centro Legal, San Francisco, a Bay Area free legal services provider to the Spanish-speaking and wider immigrant and low income communities for workers' rights and other representations, and 50% to Asian Americans Advancing Justice - Asian Law Caucus, the nation's first civil rights and legal nonprofit promotion workers' rights and civil rights of Asian American and Pacific Islander.

If you have any questions concerning this Settlement, please contact [CLAIMS ADMIN] at XXXX.

EXHIBIT 2

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Attorneys for Plaintiff PRINCE BANZOUZI MALGHA
on behalf of himself and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

PRINCE BANZOUZI MALGHA
on behalf of himself and other aggrieved
employees,

Plaintiff,

vs.

WILINE NETWORKS INC., a
Delaware Corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. 20-CIV-04862
ASSIGNED FOR ALL PURPOSES TO:
The Honorable V. Raymond Swope
Department 23
REPRESENTATIVE ACTION NH
**STIPULATION AND [~~PROPOSED~~] ORDER
DESIGNATING CY PRES RECIPIENT**

Complaint filed: November 6, 2020
Trial date: Not set

Electronically
RECEIVED
8/3/2023

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

Electronically
FILED
By Superior Court of California, County of San Mateo
ON 08/11/2023
By /s/ Nelson, Ashlee
Deputy Clerk

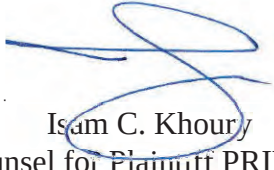
Pursuant to the Court's July 3, 2023 Ruling Re Motion for Approval of Private Attorneys Act ("PAGA") Settlement and Compliance with Code of Civil Procedure Section 384, Plaintiff PRINCE D. BANZOUZI MALGHA ("Plaintiff") and Defendant WILINE NETWORKS INC. ("Defendant") (together "the Parties"), stipulate that all uncashed settlement funds in this matter be forwarded equally, 50% to La Raza Centro Legal, San Francisco, a Bay Area free legal services provider to the Spanish-speaking and wider immigrant and low income communities for workers' rights and other representations, and 50% to Asian Americans Advancing Justice - Asian Law Caucus, the nation's first civil rights and legal nonprofit promotion workers' rights and civil rights of Asian American and Pacific Islander Communities.

IT IS SO STIPULATED.

COHELAN KHOURY & SINGER

Dated: August 2, 2023

By: _____


Isam C. Khoury
Counsel for Plaintiff PRINCE BANZOUZI MALGHA

NASSIRI & JUNG LLP

Dated: August 2, 2023

By: _____


Charles Jung
Counsel for Defendant WILINE NETWORKS INC.

[Proposed Order on Next Page]

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NH ~~PROPOSED~~ ORDER

Having read and considered the Parties' Stipulation Designating Cy Pres Recipient, and good cause appearing, it is ORDERED:

All uncashed settlement funds in this matter shall be voided and forwarded to cy pres recipients: 50% to La Raza Centro Legal, San Francisco, and 50% to Asian Americans Advancing Justice - Asian Law Caucus.

IT IS SO ORDERED.

Electronically

SIGNED

By /s/ Healy, Nicole

08/11/2023

Dated: _____, 2023

V. Raymond Swope

Judge of the Superior Court