

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

VERONICA REDONDO, on behalf of all
PAGA Members and the State of California;
ANNEKA WOLFE, on behalf of all PAGA
Members and the State of California;
DANIEL ENRIQUEZ, on behalf of all PAGA
Members and the State of California; LISA
DAMMAN, on behalf of all PAGA Members
and the State of California; and SHERWIN
MOKTARI, on behalf of all PAGA Members
and the State of California.

Plaintiffs,

vs.

VERGE MOBILE CA EE, LP, a California
limited partnership; VERGE MOBILE CA
GP, LLC, a California limited liability
company; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2200827
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

1 The Motion to Approve the PAGA Settlement (the “Settlement” or “Settlement
2 Agreement”)¹ between Plaintiffs Veronica Redondo, Anneka Wolfe, Daniel Enriquez, Lisa
3 Damman, and Sherwin Moktari (“Plaintiffs”) and Defendants Verge Mobile CA EE, LP and
4 Verge Mobile CA GP, LLC, (“Defendants”) came before this Court on for a hearing on March
5 9, 2026, in accordance with Labor Code § 2699(1)(2) of the Private Attorneys General Act of
6 2004 (“PAGA”). The Motion was unopposed by Defendants.

7 Having considered the Motion to Approve the PAGA Settlement, the Settlement
8 Agreement, the supporting Declarations, and all other materials properly before the Court, and
9 after having conducted an inquiry into whether the Settlement is fair and reasonable, the Court
10 finds that the Settlement Agreement was entered into in good faith, and the Settlement
11 Agreement is Approved.

12 Therefore, for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND
13 DECREED AS FOLLOWS:

14 1. The Court has jurisdiction over the subject matter over this Action, the Plaintiffs
15 and Defendants.

16 2. The Court, for purposes of this Order, refers to all defined terms (i.e., terms with
17 initial capitalization) as set forth in the Settlement Agreement.

18 3. The Court finds that the instant Action presented a good faith dispute of the
19 Released PAGA Claims as defined in the Settlement Agreement, and the Court finds in favor of
20 settlement approval and this Order is hereby entered resolving all claims set forth in the
21 Complaint and LWDA notice letter pursuant to the Settlement Agreement, and entering the
22 Judgment herein.

23 4. The Court approves the Settlement of the above-captioned action, as set forth in
24 the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and
25 adequate. The Parties are directed to perform in accordance with the terms set forth in the
26 Settlement Agreement, including that Defendants are directed to make payments in accordance
27

28 ¹ The PAGA Settlement Agreement (the “Settlement Agreement” or “S.A.”) is attached as
Exhibit A to the Declaration of Brian Mankin in support of the Motion to Approve the PAGA
Settlement filed on December 12, 2025.

1 with the Settlement Agreement, by and through the Administrator, Phoenix Settlement
2 Administrators.

3 5. The Court also approves all defined terms in the Settlement Agreement including,
4 without limitation, the following key terms:

5 A. “PAGA Members” means all current and former non-exempt (hourly-
6 paid) employees employed by Defendants in California during the PAGA Period.

7 B. “PAGA Period” means the period from September 14, 2021, through May
8 6, 2025.

9 C. “Released PAGA Claims” means the PAGA claims that Plaintiffs alleged
10 against the Released Parties in the related Actions identified in Paragraph 1.1 [of the Settlement
11 Agreement], including those based on the facts stated in the PAGA Notices, including all PAGA
12 claims seeking civil penalties premised upon: (1) failure to pay all wages owed including
13 minimum wages, regular, and overtime wages, (2) failure to provide compliant meal periods, (3)
14 failure to provide compliant rest breaks, (4) failure to reimburse business expenses, (5) failure to
15 timely pay earned wages during employment, (6) failure to provide accurate itemized wage
16 statements, (7) failure to timely pay wages each period and upon separation of employment, (8)
17 failure to provide a day of rest, (9) failure to maintain and provide employment records, and (10)
18 all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor
19 Code former §§ 2698 et seq. based on the facts or legal theories alleged in the Amended PAGA
20 Notice and Consolidated Complaint. The time period governing the Released PAGA Claims
21 shall be the PAGA Period. The Released PAGA Claims do not release any PAGA Member’s
22 individual claims for wages or statutory penalties, other than the Plaintiffs’ individual claims
23 which will be released by their Individual Settlement Agreements which are contingent upon the
24 Court granting the Approval Order for this PAGA Settlement Agreement.

25 D. “Released Parties” means Defendants Verge Mobile CA EE, LP, Verge
26 Mobile CA GP, LLC, and their respective officers, directors, employees and agents.

27 6. By this Order and Judgment, Plaintiffs shall release, relinquish, and discharge all
28 Released PAGA Claims on behalf of themselves, the State of California and PAGA Members, as

defined in the Settlement Agreement. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement and this Order.

7. By this Order and Judgment, except for Wolfe's Separate Individual Action, Plaintiffs release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Consolidated Complaint and the PAGA Notices ("Plaintiffs' Release").

8. In accordance with the Settlement Agreement, Defendants agreed to pay \$950,000 (the "Gross Settlement Amount"), inclusive of payments to the LWDA and PAGA Members, attorneys' fees and litigation costs, Service Awards payable to Plaintiffs, Settlement Individual Settlement Payments to Plaintiffs, and Administrator costs. As part of the Settlement, Plaintiffs' Counsel sought an award of attorney's fees of \$316,666.67, actual litigation expenses of \$35,169.09, Service Awards to each Plaintiff of \$5,000 (\$25,000 total), and \$10,854 to the Administrator, Phoenix Settlement Administrators. Defendants do not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and approves each of these payments set from the Settlement Amount, and directs Defendants and Administrator to make the following payments from the Settlement Amount within the time periods set forth below and in the Settlement Agreement:

- A. \$316,666.67 in attorneys' fees, with 70% to Lauby, Mankin & Lauby LLP, 18% to Lavi & Ebrahimian, LLP, and 12% to W. Employment Law;
- B. \$35,169.09 in total litigation costs, with \$19,557.71 to Lauby Mankin Lauby LLP, \$11,769.72 to Lavi & Ebrahimian, LLP; and \$3,841.66 to W. Employment Law.
- C. \$13,333.33 gross each (before taxes and withholding) to Plaintiffs Veronica Redondo, Anneka Wolfe, Daniel Enriquez, Lisa Damman, and Sherwin Moktari for their separate individual statutory wage, penalty and interest claims and release;

1 D. \$5,000.00 each to Plaintiffs Veronica Redondo, Anneka Wolfe, Daniel
2 Enriquez, Lisa Damman, and Sherwin Moktari as Service Awards.

3 E. \$10,854 to Phoenix Settlement Administrators for Administration Costs.

4 9. After deducting the foregoing payments, the remainder of \$495,643.61 shall form
5 the Net Settlement Amount, which will then be allocated pursuant to Labor Code § 2699(i) with
6 75% (\$371,732.71) being paid to the LWDA, and the remaining 25% (\$123,910.90) paid to the
7 PAGA Members on a pro rata basis, as set forth in the Settlement Agreement. The Court
8 approves these payments and directs the Administrator to issue checks to the LWDA and PAGA
9 Members, as set forth Settlement Agreement and in the chart below. The Court approves the
10 proposed notice to PAGA Members and orders that the Administrator mail the Notice of PAGA
11 Settlement and Payment to the PAGA Members with the settlement check (attached hereto as
12 Exhibit 1).

13 10. The Court approves the handling of unclaimed funds set forth in the Settlement
14 Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a
15 failure to timely cash a settlement check shall be shall be deemed void, and any unclaimed funds
16 will be tendered to the California Controller's Unclaimed Property Fund in the name of the
17 PAGA Member.

18 11. The Settlement is not an admission by Defendants or any of the other Released
19 Parties, nor is this Judgment a finding of the validity of any claims in the Action or of any
20 wrongdoing by Defendants or any of the other Released Parties. Neither this Settlement
21 Approval Order, the Settlement, or the Judgment nor any document referred to herein, nor any
22 action taken to carry out the Settlement are, may be construed as, or may be used as an admission
23 by or against Defendants or any of the other Released Parties of any fault, wrongdoing or
24 liability whatsoever. The entering into or carrying out of the Settlement, and any negotiations or
25 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
26 an admission or concession with regard to the denials or defenses by Defendants or any of the
27 other Released Parties and shall not be offered in evidence against Defendants or any of the
28 Released Parties in any action or proceeding in any court, administrative agency or other tribunal

for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement, the Judgment, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other proceeding this Order, the Settlement, the Judgment, or any other papers and records on file in the Action as evidence of the Settlement and to support a defense of res judicata, collateral estoppel, release, waiver or other theory of claim preclusion, issue preclusion or similar defense as to any of the Released Claims.

12. **JUDGMENT**: Pursuant to California Labor Code § 2698, *et seq.*, the Court hereby enters judgment of the Action, with prejudice, for the reasons set forth above, and upon the terms set forth in the Settlement Agreement. Without in any way affecting the finality of this Settlement Approval Order granting final judgment, this Court hereby retains exclusive and continuing jurisdiction over the Action as to all matters relating to: (a) the implementation, enforcement, construction and interpretation of the terms of the Settlement and this Order and Judgment; (b) Settlement administration matters; and (c) such post-judgment matters as may be appropriate under Court rules or as set forth in the Settlement.

13. The following dates govern for purposes of implementing this Final Order:

March 9, 2026	The Approval Order is entered and the Effective Date occurs
30 Days After the Effective Date	<u>Payment #1 Due</u> : Defendants are ordered to fund one-quarter (25%) of the Gross Settlement Amount (plus Defendants' share of payroll taxes owed on Individual Settlement Payments).
10 Days After Receipt of Payment #1	<u>Disbursement #1</u> : Administrator is directed to disburse Payment #1 as follows: a) \$66,666.65 to the 5 Plaintiffs in an equal share (\$13,333.33 each) for their Individual Settlement Payments, which shall be allocated for each Payment as \$2,000 to wages less employee withholdings (W-2 reporting) and the remainder to interest and statutory penalties (1099 reporting); b) 25% of the PAGA Penalties (i.e., Net Settlement Amount) to the PAGA Members for their Individual PAGA Payments in accordance with the formula set forth herein; c) The remaining balance shall be held in the Administrator's account.

210 Days After the Effective Date	<u>Payment #2 Due:</u> Defendants are ordered to fund one-quarter (25%) of the Gross Settlement Amount.
10 Days After Receipt of Payment #2	<u>Disbursement #2:</u> Administrator is directed to disburse Payment #2 as follows: a) Service Awards, as approved by the Court; b) Administration Expenses Payment, as approved by the Court; c) Plaintiffs' Counsel Litigation Expenses, as approved by the Court; and d) Remaining balance to Plaintiffs' Counsel Fees Payment.
390 Days After the Effective Date	<u>Payment #3 Due:</u> Defendants are ordered to fund one-quarter (25%) of the Gross Settlement Amount
10 Days After Receipt of Payment #3	<u>Disbursement #3:</u> Administrator is directed to disburse Payment #3 as follows: a) Remainder of Plaintiffs' Counsel Fees Payment owed to Plaintiffs' Counsel; and b) Remaining Balance to the LWDA.
570 Days After the Effective Date	<u>Payment #4 Due:</u> Defendants are ordered to fund the final one-quarter (25%) of the Gross Settlement Amount.
10 Days After Receipt of Payment #4	<u>Disbursement #4:</u> Administrator is directed to disburse Payment #4 as follows: a) Balance owed to the LWDA.
15 Days before the Disbursement Hearing	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) status of issuing payment to the State Controller.
Date: _____ Time: 8:30 a.m.	Final Disbursement Hearing

Dated: _____

Hon. Harold Hopp

EXHIBIT “1”

1 **NOTICE OF PAGA SETTLEMENT**

2 *Redondo, Wolfe et al v. Verge Mobile CA EE LP*

3 *Superior Court of California, Riverside County*

4 *Case No. CVRI2200827*

5 <<ADMIN NAME>>

6 []

7 []

8 Telephone: []

9 «Barcode» «BarcodeString»

10 SIMID «SIMID»

11 «FirstName»

12 «LastName»

13 «Address1» «Address2»

14 «City» «State» «Zip»

15 You are receiving this notice as a result of a lawsuit (the “Action”) brought on a
16 representative basis under the Private Attorneys General Act, Labor Code §§ 2698, *et seq.*
17 (“PAGA”). The Plaintiffs in the Action are Veronica Redondo, Anneka Wolfe, Daniel Enriquez,
18 Lisa Damman, and Sherwin Moktari (collectively, “Plaintiffs”) and the Defendants are Verge
19 Mobile CA EE, LP (“Defendants”). The Action seeks civil penalties for purported violations of
20 the California Labor Code on behalf of all of Defendants’s current and former non-exempt
21 (hourly-paid) employees employed by Defendants in California (“PAGA Members”) during the
PAGA Period of September 14, 2021, through May 6, 2025. Defendants denies all claims and
allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied
with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in
defending the Action, Defendants has agreed to settle the case and the Court has approved the
settlement and release of claims. By settling the Action, Defendants is not admitting that it has
done anything wrong and the Court has not made any finding that Defendants has done anything
wrong. As of and subject to the occurrence of the Effective Date of the Settlement, the Settlement
resolves all claims for PAGA penalties that were alleged, or could have been alleged, based on
the PAGA Period facts alleged in the Consolidated Complaint and the PAGA Notices (“Released
PAGA Claims”). The “Released Parties” are Verge Mobile CA EE, LP, Verge Mobile CA GP,
LLC, and their respective officers, directors, employees and agents.

22 By Order dated <<court approval order date>>, the Superior Court of the State of
23 California, Riverside County approved the Settlement of the PAGA claims.

24 According to the Defendants’s records, you are a PAGA Member and therefore are
25 entitled to an Individual PAGA Payment, a share of the Settlement based upon the Court-
26 approved allocation. Enclosed with this Notice is your check for your Individual PAGA Payment.
27 The Settlement check shall remain valid for 180 days. Thereafter, all uncashed checks shall be
28 distributed to the California State Controller’s Office Unclaimed Property Fund with an
identification of the amount of unclaimed funds attributable to each PAGA Member. This is not

1 a class action settlement, and you cannot opt-out of receiving this payment or being bound by the
2 release by PAGA Members contained in the Settlement Agreement.

3 Please Note: One hundred percent (100%) of your Individual PAGA Payment under this
4 Settlement will be considered penalties and may be subject to local, state, or federal tax
5 withholdings and will be reported to the IRS and state tax authorities. You should rely on your
6 own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiffs
7 nor Defendants have made any representations or warranties regarding the taxation of your
8 Individual PAGA Payment. Nothing within this notice or any other communication shall
9 constitute or be construed or relied upon as tax advice within the meaning of United States
10 Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate
11 tax forms pertaining to your payment.

12 Do not call or write the Court or Office of the Clerk to ask questions about the Settlement
13 or to ask questions about the claims process. If you have any questions, you may call or write to
14 **XX** (the Administrator) using the contact information at the top of this correspondence.
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