

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff James Martinez ("Plaintiff Martinez" or "Plaintiff") and defendants Wavepointe, Inc., Convergent Technologies LLC, Jesse Rosales, Nathan Rosales, and Louis Calderon (together "Defendants"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *James Martinez v. Wavepointe, Inc., Convergent Technologies LLC, et al.* initiated on February 10, 2022, and pending in Superior Court of the State of California, County of Orange, Case No. 30-2022-01244959-CU-WT-NJC.
- 1.2. "Administrator" means Simpluris, 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 PAGA 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. "PAGA Settlement Member" means a person employed by Defendants Wavepointe, Inc. and/or Convergent Technologies LLC in California and classified as a non-exempt employee who worked for Defendants Wavepointe, Inc. and Convergent Technologies LLC from March 13, 2021 through September 25, 2025. (the "PAGA Period").
- 1.5. "PAGA Settlement Member Data" means PAGA Settlement Member identifying information in Defendants Wavepointe Inc.'s and Convergent Technologies LLC's possession including the PAGA Settlement Member's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "PAGA Settlement Member Address Search" means the Administrator's investigation and search for current PAGA Settlement Member 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 PAGA Settlement Members.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

- 1.8. "Court" means the Superior Court of California, County of Orange.
- 1.9. "Defendants" means named Defendants Wavepointe, Inc. ("Wavepointe"), Convergent Technologies LLC ("Convergent"), Jesse Rosales, Nathan Rosales, and Louis Calderon, the named Defendants in this action.
- 1.10. "Defense Counsel" means the attorneys Law Offices of Gary A. Bemis, APC representing Defendants Wavepointe Nathan Rosales, and Jesse Rosales, Seyfarth Shaw, LLP representing Defendant Convergent and O'Hagan Meyer representing Louis Calderon, in the Action.
- 1.11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (i.e., 61 calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final under applicable rules; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any Court of Appeal decision relating to the Judgment.
- 1.12. "Gross PAGA Settlement Amount" means Six Hundred and Thirty Five Thousand Dollars and Zero Cents (\$635,000.00) which is the total amount Defendants agree to pay under the PAGA Settlement except as provided in Paragraphs 8 and 9 below. The Gross PAGA 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.
- 1.13. "Individual PAGA Payment" means the PAGA Settlement Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Settlement Member worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the Court's approval of the settlement.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency.
- 1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "Net Settlement Amount" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Enhancement Payment, and the

Administration Expenses Payment. The remainder is to be paid to PAGA Settlement Members as Individual PAGA Payments.

- 1.18. "Notice of PAGA Settlement" means the letter, substantially similar to the form attached hereto as **Exhibit A**, explaining the Settlement to the PAGA Settlement Members, which will accompany each settlement check.
- 1.19. "PAGA Counsel" means Emilio Law Group, APC, the attorneys representing the Plaintiff in the Action, including Laurie M. Cortez, Rachel Thomas, and Justin G. Schmidt, and all lawyers affiliated with this firm.
- 1.20. "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.
- 1.21. "PAGA Pay Period" means any Pay Period during which a PAGA Settlement Member worked for Defendant Convergent and/or Wavepointe for at least one day during the PAGA Period.
- 1.22. "PAGA Period" means the period from March 13, 2021, through September 25, 2025.
- 1.23. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.24. "PAGA Notice" means Plaintiff's February 14, 2022, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the PAGA Settlement Members and the 75% to LWDA in settlement of PAGA claims.
- 1.26. "Plaintiff" means plaintiff James Martinez, the named plaintiff in the Action.
- 1.27. "Plaintiff's Enhancement Payment" means a separate, additional payment made to Plaintiff.
- 1.28. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.29. "PAGA Released Parties" means: Convergent, Wavepointe, Jesse Rosales, Nathan Rosales, and any of their current or past, present and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, and affiliates, as well as each of its or their past, present and future officers, directors, employees (including Louis Calderon), partners, members, managers, consultants, partners, joint

venturers, owners, agents, trustees, fiduciaries, shareholders, accountants, and agents, legal representatives, insurers, and reinsurers.

- 1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On February 10, 2022, Plaintiff commenced this Action by filing a Complaint against Defendants for claims of violation of the Labor Code, Retaliation and Wrongful Termination on an individual basis. On May 17, 2022, Plaintiff filed a First Amended Complaint adding the 11th Cause of action for civil penalties pursuant to PAGA. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On July 31, 2025, the Parties participated in an all-day mediation presided over by Laurie Saldana, which led to this Agreement to settle the Action. The Plaintiff's individual claims, raised under the Causes of Action 1 through 10, and 12 – 13 in the Operative Complaint are addressed through a separate but concurrently executed Individual Settlement Agreement, which is referenced and incorporated herein. This Agreement resolves the 11th Cause of Action under PAGA.
- 2.4. Prior to mediation, Plaintiff obtained through informal discovery, Plaintiff's personnel file, including time and payroll records, the employee handbooks in effect during the PAGA period, including policies and procedures regarding payment of wages, provision of meal and rest breaks, timekeeping policies, payroll and time records for the PAGA Settlement Members, the number of putative PAGA Settlement Members, and the estimated number of pay periods, among other information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Parties, PAGA Counsel and Defense Counsels represent that they are not aware of any other pending matter or action asserting matter or action asserting claims that will be extinguished or affected by the settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as otherwise provided by Paragraph 8 below, the Gross PAGA Settlement Amount to resolve the PAGA Claim is Six Hundred and Thirty-Five Thousand Dollars (\$635,000). Defendant Convergent

promises to pay Six Hundred and Twenty Thousand Dollars and Zero Cents (\$620,000.00) and no more toward the Gross PAGA Settlement Amount. Defendants Wavepointe Jesse Rosales and Nathan Rosales promise jointly to pay Fifteen Thousand Dollars (\$15,000) and no more toward the Gross PAGA Settlement Amount. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring PAGA Settlement Members to submit any claim as a condition of payment. None of the Gross PAGA Settlement Amount will revert to Defendants Converging, Wavepointe, Jesse Rosales and Nathan Rosales.

3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be Two-Hundred Eleven Thousand, Six Hundred Sixty Six Dollars and Sixty Six Cents (\$211,666.66) and PAGA Counsel Litigation Expenses Payment of not more than Ten-Thousand Dollars (\$10,000.00). Defendants 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. PAGA Released Parties shall have no liability to PAGA Counsel or any other plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 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 \$5,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the named Plaintiff: An Enhancement Payment not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), as approved by the Court. Defendants will not oppose Plaintiff's request for the Plaintiff Enhancement Payment, provided that

it will not exceed this amount. If the Court approves an enhancement payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Plaintiff Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Plaintiff Enhancement Payment.

- 3.2.4. To the LWDA and PAGA Settlement Members: PAGA penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% Allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the total number of PAGA Pay Periods worked by each PAGA Settlement Member in the PAGA Period by the total number of pay periods worked by all PAGA Settlement Members in the PAGA Period, multiplied by 25% of the Net Settlement Amount allocated to the PAGA Settlement Members. PAGA Settlement Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment and hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any 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 and Plaintiff's Enhancement Payment on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Settlement Member Pay Periods. Based on its review of its records, Defendant Convergent estimates that there are 27,756 PAGA Pay Periods. Based on its review of its records, Defendant Wavepointe estimates that there are 453 pay PAGA Pay Periods.

4.2. PAGA Settlement Member Data. Within 15 days after the Effective Date, Defendants Convergent and Wavepointe will simultaneously deliver the PAGA Settlement Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Settlement Members' privacy rights, the Administrator must maintain the PAGA Settlement Member Data in confidence, use the PAGA Settlement Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Settlement Member Data to Administrator employees who need access to the PAGA Settlement Member Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Settlement Member Data omitted identifying information and to provide corrected or updated PAGA Settlement Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the PAGA Settlement

Member 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 PAGA Settlement Member Data.

- 4.3. Funding of Gross PAGA Settlement Amount. Defendants shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than forty-five (45) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendants fund the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, Plaintiff Enhancement Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment 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 PAGA Settlement Members 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 Distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.
 - 4.4.3. The Administrator must conduct a PAGA Settlement Member Address Search for all PAGA Settlement Members 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 PAGA Settlement Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Settlement Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Settlement Member whose original check was lost or misplaced, requested by the PAGA Settlement Member prior to the void date.
 - 4.4.4. For any PAGA Settlement Member 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 PAGA Settlement Member.
 - 4.4.5. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Settlement

Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiff will release claims against all PAGA Released Parties as follows:

5.1. Release by Named Plaintiff: Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge PAGA Released Parties from all claims, transactions, or including, but not limited to, any and all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice under PAGA, which Plaintiff had or may have against the PAGA Released Parties as of the date of execution of this Agreement ("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, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. This Plaintiff's Release by Plaintiff is concurrent with the Release contained within the Individual Settlement Agreement, which is referenced and incorporated herein. **PAGA Counsel Representation:** PAGA Counsel represents and warrants that they do not currently represent any client besides Plaintiff who is contemplating claims against Convergent and/or Wavepointe for alleged violations of the California Labor Code.

5.2. Release by PAGA Settlement Members: All PAGA Settlement Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the PAGA Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. The released claims include, but are not limited to, PAGA claims based on any alleged failure to pay wages and/or overtime, failure to provide meal periods or rest periods, failure to provide accurate wage statements, inaccurate records, unreimbursed business expenses, sick leave violations, failure to provide COVID-19 supplemental paid sick leave, failure to pay wages timely upon termination of employment, and any alleged violations of Labor Code sections 98.6, 201-204, 206, 208, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 245 et seq., 246, 248, 432, 450, 510, 512, 558, 558.1, 1102.5, 1102.6, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1193.6, 1197, 1197.1, 1198, 1198.5, 1199, 17200 to 1815, 2698, 2699, 2800, 2802, 2810.3, and relevant wage orders.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly 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 PAGA Settlement Member 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 PAGA Settlement Members 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)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with PAGA Settlement Members and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Responsibilities of 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 30 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 Preliminary Approval to the Administrator.
- 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 Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees

to be bound by this Agreement and to perform, as fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsels 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 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.

8. PAGA SETTLEMENT MEMBER SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant Convergent estimates that there were 461 PAGA Settlement Members who worked 27,756 pay periods between March 13, 2021, through September 25, 2025. If the actual number of pay periods is more than 10% greater than this estimate (i.e., more than 30,532 pay periods), Convergent may elect to either (a) increase its portion of the PAGA Settlement Payment by 1% for every 1% over the 10% threshold, or (b) the PAGA Period will end on the date that the number of pay periods equals 31,737.

Based on its records, Defendant Wavepointe estimates that there are 453 pay periods worked by PAGA Settlement Members between March 13, 2021, through September 25, 2025. If the actual number of pay periods is more than 10 % greater than this estimate (i.e., more than 499 pay periods), Wavepointe may elect to either (a) increase its portion of the PAGA Settlement Payment by 1% for every 1% over the 10% threshold, or (b) the PAGA Period will end on the date that the number of pay period equals 499.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, 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 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. 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement or Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 10.10. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12. 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, including that neither the parties nor their counsel shall publicize or communicate the fact or terms of the settlement (including but not limited to on any social media, internet site, print media, or marketing/advertising materials) to any third party, except as required by law, or in the case of Defendants, to their parents, subsidiaries, affiliates, representatives, attorneys, accountants, insurers and agents.
- 10.13. Use and Return of PAGA Settlement Member 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 Defendants 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 PAGA Settlement Member Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Settlement Member Data.

- 10.14. 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.
- 10.15. 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.
- 10.16. 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 James Martinez:

Laurie M. Cortez, Esq.
Rachel Thomas, Esq.
Justin Schmidt, Esq.
Emilio Law Group, APC
12832 Valley View St., Suite 106
Garden Grove, CA 92845
lauriecortez@emiliolaw.com
rachelthomas@emiliolaw.com

To Defendants Wavepointe, Inc, Jesse Rosales, Nathan Rosales:

Gary A. Bemis, Esq.
John Scott Carter, Esq.
Law Offices of Gary A. Bemis, APC
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Riverside, CA 92505
Legalservice@bemislawoffices.com

To Defendant Convergent Technologies LLC:

Daniel Whang
Kelly A. Cohen
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DWhang@seyfarth.com; kcohen@seyfarth.com;

To Defendant Louis Calderon:

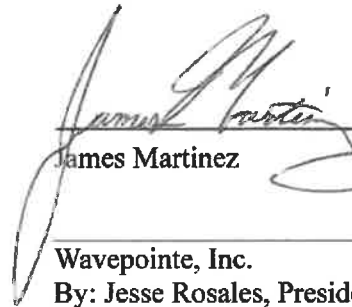
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- 10.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and 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.
- 10.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Parties shall notify the Court of pending settlement, and request that 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.

Date: 3/6/2026

Date: _____

Date: 3/10/2026


James Martinez
Wavepointe, Inc.
By: Jesse Rosales, President


Convergint Technologies, LLC
By: David Liebman
Its: CLO

Daniel Whang
Kelly A. Cohen
Seyfarth Shaw LLP
2029 Century Park East, Ste. 3500
Los Angeles, CA 90067

DWhang@seyfarth.com; kcohen@seyfarth.com;

To Defendant Louis Calderon:

O'Hagan Meyer
Vickie V. Grasu
Nicole C. Burgos Romero
21650 Oxnard Street, Suite 530
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nburgosromero@ohaganmeyer.com

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Date: _____

Date: 3-17-26

Date: _____

James Martinez

Wavepointe, Inc.

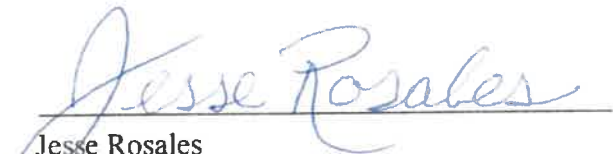
By: Jesse Rosales, President

Convergent Technologies, LLC

By: _____

Its: _____

Date: 3-17-26


Jesse Rosales

Date: 3/17/2026


Nathan Rosales

Date: _____

Louis Calderon

APPROVED AS TO FORM ONLY:

Date: _____

Laurie M. Cortez, Esq.
Attorney for James Martinez

Date: _____

Daniel Whang, Esq.
Attorney for Defendant Convergent
Technologies LLC

Date: 03/16/2026

/s/ John Scott Carter, Esq.
John Scott Carter, Esq.
Attorney for Defendants Wavepointe, Inc.,
Jesse Rosales
Nathan Rosales

Date: _____

Vickie V. Grasu, Esq.
Attorney for Defendant Louis Calderon

Date: _____

Jesse Rosales

Date: _____

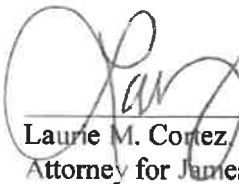
Nathan Rosales

Date: _____

Louis Calderon

APPROVED AS TO FORM ONLY:

Date: 3/6/26



Laurie M. Cortez, Esq.
Attorney for James Martinez

Date: 3/9/2026

Daniel Whang

Daniel Whang, Esq.
Attorney for Defendant Convergent
Technologies LLC

Date: _____

John Scott Carter, Esq.
Attorney for Defendants Wavepointe, Inc.,
Jesse Rosales
Nathan Rosales

Date: _____

Vickie V. Grasu, Esq.
Attorney for Defendant Louis Calderon

Date: _____

Jesse Rosales

Date: _____

Nathan Rosales

Date: 3/24/26

Louis Calderon

Louis Calderon

APPROVED AS TO FORM ONLY:

Date: _____

Laurie M. Cortez, Esq.
Attorney for James Martinez

Date: _____

Daniel Whang, Esq.
Attorney for Defendant Convergent
Technologies LLC

Date: 03/16/2026

/s/ John Scott Carter

John Scott Carter, Esq.
Attorney for Defendants Wavepointe, Inc.,
Jesse Rosales
Nathan Rosales

Date: 03/25/2026

Nicole C. Burgos Romero

Nicole C. Burgos Romero
Vickie V. Grasu, Esq.
Attorney for Defendant Louis Calderon

EXHIBIT “A”