

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 **GAINES & GAINES, APLC**
4550 East Thousand Oaks Boulevard, Suite 100
3 Westlake Village, CA 91362
Telephone: (818) 703-8985
4 Facsimile: (818) 703-8984

5 Attorneys for Plaintiff Larissa Grover, on behalf of herself and all “aggrieved employees” pursuant
6 to Labor Code § 2698 *et seq.*

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SONOMA**

9 LARISSA GROVER, on behalf of herself and
10 all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

11 Plaintiffs,

12 v.

13 ONE, INC. SOFTWARE CORPORATION, a
14 Delaware corporation, and DOES 1 through
15 10, inclusive,

16 Defendants.

CASE NO: 25CV05613

*Assigned to the Hon. Patrick M. Broderick,
Courtroom 16*

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS
AND DISMISSING ACTION WITH
PREJUDICE**

Complaint Filed: August 13, 2025

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 the managing shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Larissa Grover
4 (“Plaintiff”) in this Action. I have personal knowledge of the facts set forth herein and, if called as a
5 witness to testify to them, I could and would do so competently.

6 2. I obtained my BS degree from the University California at Berkeley in 2003. I majored
7 in Business Administration at the Haas School of Business.

8 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was a
9 member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy Armour
10 Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies on tax and
11 real estate. I earned my JD and became a member of the California Bar in 2007.

12 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &
13 Gaines, APLC. Our practice specializes in litigation, with an emphasis in employment disputes like
14 this one. Over 95% of my litigation practice is devoted to complex employment litigation similar to
15 the instant Action.

16 5. My firm has represented employees in employment matters such as this one, with an
17 emphasis in wage-and-hour issues. I have participated in and have been certified as Court-approved
18 class counsel in dozens of class and representative action matters since my admission to the Bar. A
19 true and correct list of some of the cases in which I have been appointed as class counsel is attached
20 hereto as **Exhibit A**.

21 6. On June 4, 2025 and August 12, 2025, my office, on behalf of Plaintiff, provided
22 written notice to Defendant One, Inc. Software Corporation (“Defendant”) and the California Labor
23 and Workforce Development Agency (“LWDA”) pursuant to the Labor Code Private Attorneys
24 General Act of 2004 (“PAGA”), Labor Code § 2698 *et seq.*, setting forth the facts and theories
25 supporting Plaintiff’s alleged Labor Code violations. On June 12, 2025, Plaintiff, through separate
26 counsel handling her individual wrongful termination and retaliation claims, submitted an additional
27 PAGA notice to Defendant and the LWDA. True and correct copies of the three PAGA notices are
28 collectively attached hereto as **Exhibit B**.

1 7. On August 13, 2025, Plaintiff filed her Representative Action Complaint in Sonoma
2 County Superior Court seeking civil penalties under PAGA based on alleged violations of Labor Code
3 §§ 201, 202, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1194, 2750, 2751, 2752, and 2802, and IWC
4 Wage Order 4-2001 (the “Action”).

5 8. During the course of the Action, my office and Defendant’s counsel engaged in
6 informal discovery, investigation, and analysis sufficient to evaluate Plaintiff’s claims and
7 Defendant’s defenses. My office obtained and reviewed Plaintiff’s complete personnel file and wage
8 records, Defendant’s applicable employee handbooks and policies, and timekeeping and payroll
9 records for 12 of the approximately 36 Aggrieved Employees, representing an approximately one-
10 third sampling.

11 9. My office analyzed the sampled timekeeping and payroll records to evaluate the
12 frequency and extent of the alleged violations and potential PAGA exposure. The analysis did not
13 identify widespread violations across all asserted theories. Rather, the principal potential exposure
14 reflected in the sampled records arose from meal-period issues, including potential late, short, and
15 missed meal periods. By contrast, the overtime analysis reflected comparatively limited potential
16 underpayment, and the payroll analysis reflected comparatively modest potential regular-rate
17 underpayments.

18 10. The sampled timekeeping records reflected that not every pay period contained a
19 violation and that the frequency and strength of the potential violations varied materially by claim.
20 This analysis informed my office’s assessment of both Plaintiff’s potential recovery and the litigation
21 risks associated with extrapolating the sampled results to all Aggrieved Employees.

22 11. Based upon the informal discovery and investigation described above, my office was
23 able to evaluate, among other things, the number of the allegedly aggrieved employees, the number
24 of potentially implicated pay periods, the nature and frequency of the alleged violations, Defendant’s
25 defenses, and the range of potential PAGA exposure.

26 12. On July 13, 2026, after the foregoing discovery and investigation, the Parties
27 participated in mediation with experienced wage-and-hour mediator and retired jurist Hon. Steven R.
28 Denton (Ret.). The mediation was adversarial and conducted at arm’s length. Following negotiations

1 assisted by Judge Denton, the Parties reached an agreement to resolve the PAGA claims asserted in
2 this Action.

3 13. The terms and conditions of the settlement are set forth in the Private Attorneys
4 General Act Labor Code § 2698 *Et Seq.* Settlement Agreement (the “Settlement” or “Settlement
5 Agreement”). The Settlement Agreement resolves the PAGA claims asserted in this Action and
6 contemplates dismissal of the Action with prejudice following Court approval. A true and correct
7 copy of the Settlement Agreement is attached hereto as **Exhibit C**.

8 14. The Parties also reached a separate resolution of Plaintiff’s individual claims for
9 retaliation and wrongful termination asserted in *Larissa Grover v. One Inc., et al.*, Sacramento County
10 Superior Court, Case No. 25CV014024. Those individual claims are not included within the \$50,000
11 PAGA Settlement Amount and are not included within the PAGA release. They are being resolved
12 pursuant to a separate confidential individual settlement agreement and general release. The PAGA
13 Settlement Agreement expressly excludes Plaintiff’s individual claims from the PAGA release.

14 15. The Settlement defines the Aggrieved Employees as all hourly, non-exempt
15 employees employed by Defendant in California who worked during at least one pay period from
16 June 4, 2024 through August 13, 2026 (the “PAGA Period”). Defendant represents that approximately
17 36 Aggrieved Employees worked approximately 1,465 pay periods during the PAGA Period.

18 16. Defendant denies and continues to deny liability to Plaintiff or any Aggrieved
19 Employee and disputes the existence, frequency, and extent of the alleged Labor Code violations and
20 the amount of PAGA penalties that could properly be imposed. Defendant further disputes Plaintiff’s
21 theories regarding the sampled records and the extent to which any findings from those records could
22 appropriately be extrapolated to other employees or pay periods.

23 17. Based upon approximately 1,465 pay periods at issue, my office calculated the
24 maximum theoretical PAGA exposure at approximately \$146,500, using a penalty rate of \$100 per
25 pay period and without stacking penalties for multiple alleged violations occurring during the same
26 pay period.

27 18. The \$146,500 figure represents a maximum theoretical calculation and not my office’s
28 assessment of the most likely recovery. As discussed above, my office’s review of the sampled

1 records reflected that not every pay period contained an apparent violation and that the frequency and
2 strength of the alleged violations varied by claim. My office therefore determined that the realistic
3 potential PAGA exposure was lower than the maximum theoretical amount.

4 19. In evaluating the Settlement, my office also considered Defendant's defenses, disputed
5 liability, the risks associated with extrapolating sampled data to the entire Aggrieved Employee
6 population, the expense and delay associated with continued litigation, the uncertainty inherent in
7 litigating the disputed factual and legal issues, and the Court's discretion in awarding PAGA
8 penalties. These considerations created a material risk that any ultimate recovery would be
9 substantially below the theoretical maximum.

10 20. The Settlement Agreement provides for Defendant to pay a non-reversionary PAGA
11 Settlement Amount of Fifty Thousand Dollars (\$50,000.00). The Settlement is based upon
12 Defendant's representation that approximately 1,465 pay periods were worked during the PAGA
13 Period and contains an escalator provision if the actual number of pay periods exceeds 1,612.

14 21. Subject to Court approval, Plaintiff's Counsel seeks attorneys' fees of one-third (33-
15 1/3%) of the PAGA Settlement Amount (projected to be \$16,666.67). The requested fee is reasonable
16 in light of the contingent nature of the representation, the work performed in investigating, litigating,
17 analyzing, mediating, and resolving the Action, the risks undertaken by my firm, the result achieved,
18 and my firm's experience in wage-and-hour and PAGA litigation. The Settlement Agreement permits
19 an award of attorneys' fees not to exceed one-third of the PAGA Settlement Amount.

20 22. Plaintiff's Counsel also seeks reimbursement of actual litigation costs in the amount
21 of Ten Thousand Nine Hundred Thirty-Six Dollars and Seventy-Six Cents (\$10,936.76). These costs
22 were reasonably and necessarily incurred in prosecuting and resolving the Action, including for
23 postage, filing fees, mediation fees, and expert analyst fees. The Settlement Agreement permits
24 reimbursement of reasonable litigation costs not to exceed \$12,000.00, and the amount requested is
25 below that contractual cap.

26 23. Plaintiff also seeks a Service Award of Five Thousand Dollars (\$5,000.00) in
27 recognition of her service as the representative plaintiff in pursuing the PAGA claims on behalf of
28 the State of California and the Aggrieved Employees. In my opinion, the requested Service Award is

1 reasonable in light of Plaintiff's participation in the litigation, including assisting counsel with the
2 investigation of the claims, providing information and documents, and participating in the litigation
3 and settlement process. The Settlement Agreement provides for a Service Award of up to \$5,000.00.

4 24. The Parties have allocated up to Two Thousand Seven Hundred Fifty Dollars
5 (\$2,750.00) for the services of Phoenix Settlement Administrators. Any portion of the approved
6 attorneys' fees, litigation costs, Service Award, or settlement administration expenses that is not
7 approved or incurred will remain in the Net PAGA Settlement Amount.

8 25. After deduction of the Court-approved attorneys' fees and costs, Service Award, and
9 settlement administration expenses, the remaining amount will constitute the Net PAGA Settlement
10 Amount. Pursuant to the Settlement Agreement and Labor Code § 2699(m), sixty-five percent (65%)
11 of the Net PAGA Settlement Amount will be paid to the LWDA and thirty-five percent (35%) will
12 be distributed to the Aggrieved Employees. The Aggrieved Employees' share will be distributed
13 automatically, without the need to submit a claim form, on a proportional basis according to the
14 number of pay periods each Aggrieved Employee worked during the PAGA Period.

15 26. The Settlement Agreement provides a limited release of claims for PAGA civil
16 penalties arising during the PAGA Period that were alleged in the PAGA Complaint and PAGA
17 notices, or that could have been alleged based upon the facts set forth therein. The Aggrieved
18 Employees release only PAGA claims and do not release any other individual claims.

19 27. The Settlement was reached only after sufficient investigation and discovery to permit
20 my office to evaluate the strengths and weaknesses of Plaintiff's claims and Defendant's defenses.
21 The negotiations were non-collusive, adversarial, and conducted at arm's length with the assistance
22 of an experienced wage-and-hour mediator.

23 28. Based on my experience litigating wage-and-hour and PAGA representative actions,
24 the informal discovery and investigation conducted in this Action, the sampled-record analysis, the
25 maximum theoretical and more realistic potential PAGA exposure, Defendant's defenses, the
26 disputed factual and legal issues, and the risks, costs, and delay of continued litigation, it is my opinion
27 that the Settlement represents a fair, reasonable, and adequate compromise of the disputed PAGA
28 claims and warrants approval by the Court.

29. The Parties agree that the Settlement represents a fair, reasonable, and adequate compromise of the disputed PAGA claims and appropriately balances the potential recovery against the risks, costs, and delay of further litigation.

30. On September 28, 2026, concurrently with submission of the Settlement to the Court for approval, my office uploaded the Settlement Agreement and these accompanying approval documents to the LWDA pursuant to Labor Code § 2699(s)(2). A true and correct copy of the submission confirmation email is attached hereto as **Exhibit D**.

31. Pursuant to the Settlement Agreement and Labor Code § 2699(s)(3), within ten (10) days following the Effective Date, my office will submit a copy of the Court's Order approving the Settlement to the LWDA.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on September 28, 2026 at Westlake Village, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

4550 EAST THOUSAND OAKS BOULEVARD, SUITE 100
WESTLAKE VILLAGE, CALIFORNIA 91362

PHONE (818) 703-8985
FAX (818) 703-8984

June 4, 2025

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

One, Inc. Software Corporation
620 Coolidge Drive, Suite 200
Folsom, CA 95630

Defendant mailed certified # 9589071052702440388561

Agent for Service of Process for One, Inc. Software Corporation
Ian Drysdale
620 Coolidge Drive, Suite 200
Folsom, CA 95630

Agent mailed certified # 9589071052702440388578

Re: ***Labor Code Violations of One, Inc. Software Corporation – Compliance Letter
of California Labor Code § 2698 –Private Attorneys General Act***

Dear LWDA:

This office represents Larissa Grover, a former non-exempt California employee of One, Inc. Software Corporation ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees ("Aggrieved Employees").

Our client alleges that Defendant failed to properly compute bonuses, commissions, and other non-base hourly wages earned by our client and other Aggrieved Employees into their regular rate of pay for purposes of paying them meal period premiums, sick pay, overtime, and double-time wages at the correct rates, in violation of Labor Code §§ 226.7, 510, 512, 558 and 1194 and IWC Wage Order No. 4-2001. Defendant failed to properly blend bonuses, commissions, and other non-base hourly wages and instead paid our client and other Aggrieved Employees meal period premiums, sick pay wages, overtime wages, and double-time wages based only on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all meal period premiums, sick pay wages, overtime, and double-time wages earned. This violates Labor Code §§ 226.7, 246, 510, 512, 558 and 1194 and IWC Wage Order No. 4-2001.

Our client also alleges that Defendant failed to pay all wages earned during her employment, in violation of Labor Code §§ 510, 558, and 1194. Our client was not paid for all commission wages earned, resulting in an underpayment of wages due. This failure to pay all wages due constitutes violations of Labor Code §§ 510, 558, and 1194.

Our client alleges that Defendant failed to pay premium wages to her and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Our client and other Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. When they were able to take a rest period, they were oftentimes late, cut short, or on-duty. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Defendant failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid correct premium wages of one hour's pay for each missed first or second meal period, as discussed above. When they were able to take a meal period, they were oftentimes late or cut short. This violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001.

Defendant failed to provide our client and other Aggrieved Employees with written commission compensation agreements, in violation of Labor Code § 2751(a). "Whenever an employer enters into a contract for employment with an employee for services to be rendered within the state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing" The agreement must specify the way the commissions will be computed and paid. *Labor Code* § 2751(a). Our client and other Aggrieved Employees were not provided with written commission agreements as required by, and in violation of Labor Code §§ 2750 and 2751.

Defendant also failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, the use of their home internet while working for Defendant. Labor Code § 2802 states that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendant's failure to do so has violated this section.

Our client further alleges that Defendant failed to provide her and Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5)

and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3. Separately, the wage statements failed to set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

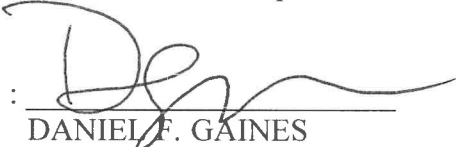
Our client further alleges that Defendant paid certain Aggrieved Employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As our client and certain Aggrieved Employees of Defendant were not paid all wages due and owing throughout the course of their employment, as detailed above, at the time of their separation they were not paid all final wages due and owing for the entirety of their employment. Additionally, our client was not compensated for all wages owed, including commission wages, at the time of her termination. Instead, she was paid several days later for certain wages and still has not received certain commission wages she is owed. Our client alleges that Defendant maintains a policy to untimely pay final wages to its former Aggrieved Employees. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendant.

The \$75 PAGA filing fee has been electronically submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By : 
DANIEL F. GAINES



880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

June 12, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

One Inc.
620 Coolidge Drive
Folsom, CA 95630

Barbara Miller
One Inc.
620 Coolidge Drive
Folsom, CA 95630

Re: *Grover v. One Inc. et al.*

Dear One Inc. and Barbara Miller:

This office represents Larissa Grove. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff was a non-exempt employee of Swift Transportation Services, LLC. Plaintiff is seeking relief for Defendants' violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff to recover wages from Defendants due to Defendants' failure to pay overtime/double time, minimum wages, provide meal/rest breaks (or pay the

statutory compensation due), to issue accurate wage statements, pay wages on termination, to allow inspection of employment records and unfair competition. Defendants also retaliated against Plaintiff because she complained about wage and hour violations.

Defendants have violated the law. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against One Inc. (“ONE”) and Barbara Miller. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client’s Labor Code, §2699, claims include, but are not limited to:

A. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 9)

Defendants were required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Plaintiff was required by Defendants to engage in off the clock work. Because she was not allowed to work overtime, Plaintiff worked off the clock to complete tasks. Defendants failed to pay Plaintiff for off the clock work she performed.

As a direct and proximate result of Defendants’ failure and refusal to pay for her off the clock work, Plaintiff suffered damages in an amount to be proven at trial.

B. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES DUE

(Cal. Labor Code §§ 510, 511, 558, 1194.3, 1198; IWC Wage Order No. 4)

Defendants were required to pay Plaintiff for all time worked. Plaintiff routinely worked schedules such that she was due pay at overtime/double time rates. However, Plaintiff was not paid for the overtime/double time hours she worked. When Plaintiff worked double time, she was paid time and one half, not double time. Further, Defendants required Plaintiff to engage in off the clock work every day. Plaintiff was not paid for her off the clock work.

Throughout Plaintiff’s employment, Defendants failed and refused to pay overtime/double time compensation to Plaintiff as required by law. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendants’ failure and refusal to pay overtime/double time, Plaintiff suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES DUE

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 4)

Defendants failed to satisfy minimum wage requirements. As a result of Defendants failing to afford compliant meal/rest breaks, Plaintiff was paid less than minimum wage. This resulted in Defendants' failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff for the actual hours Plaintiff worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 4.

D. FAILURE TO PROVIDE REST PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 4)

Defendants failed to provide any rest periods and or uninterrupted rest periods as required by Labor Code § 226.7 and the Wage Order No. 4.

By virtue of Defendants' unlawful failure to provide compliant rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §226.7; IWC Wage Order No. 4)

Defendants intentionally and improperly denied Plaintiff compliant meal periods. Plaintiff did not receive premium pay for her missed meal periods. Plaintiff's meal periods were at times interrupted, not afforded and/or afforded late.

By virtue of Defendants' unlawful failure to provide compliant meal periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Labor Code §226; IWC Wage Order No. 4)

Defendants intentionally and knowingly failed to provide Plaintiff with any weekly itemized wage statements containing accurate information regarding the wages earned by Plaintiff.

Plaintiff was damaged by this failure because, among other things, the failures led her to believe that she was not entitled to overtime/double time, minimum wages, pay for meal/rest periods not provided, even though she was so entitled and these failures hindered her from determining the amounts of wages owed to her.

G. FAILURE TO PAY WAGES DUE UPON TERMINATION
(Cal. Labor Code §§201-203)

Plaintiff was wrongfully terminated from Defendants' employ and Defendants willfully failed to pay Plaintiff wages due to her.

Plaintiff was not paid for all the wages she was owed when she ended her employment with Defendants on May 20, 2025. She is still owed overtime/double time, minimum wages premium pay for failure to afford meal/rest breaks, premium pay for non-compliant meal/rest breaks and other wages.

H. VIOLATION OF WHISTLEBLOWER STATUTE
(Labor Code §1102.5)

In or about April 2025, Plaintiff exercised her right to complain to Barbara about ONE's wage and hour violations. These are violations of California law. Plaintiff had reasonable cause to believe she was reporting violations of law in each of these instances. In fact, they were actual violations of law as detailed above, so her reasonable belief was also true.

Plaintiff was a whistleblower pursuant to Cal. Labor Code § 1102.5.

Defendant ONE retaliated against Plaintiff for complaining about the foregoing violations of state law by wrongfully terminating her in violation of Cal. Lab. Code §1102.5.

I. WRONGFUL TERMINATION AND RETALIATION
(Labor Code §98.6)

Defendant ONE retaliated against Plaintiff in violation of California Labor Code §98.6 (a) because she exercised her right to report Defendant ONE's wage and hour violations.

Defendant ONE subjected Plaintiff to an adverse employment action by terminating her on or about May 20, 2025, in retaliation for her complaints concerning wage and hour violations.

Pursuant to California Labor Code §98.6 (b)(3), Defendant ONE is liable for damages and civil penalties up to \$10,000 per violation due to its violation of California Labor Code §98.6.

J. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

On or about June 12, 2025, Plaintiff's counsel issued a written request to you for copies of her personnel records. You have failed and refused to permit Plaintiff to have access to copies of her records.

As a result of your failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

K. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from the Plaintiff and has deprived her of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff is entitled to, and is, seeking such relief as may be necessary to restore to her the money and property which Defendants have acquired, or of which Plaintiff has been deprived by means of the above-described unfair and unlawful business practices.

L. ADDITIONAL PENALTIES
(Violations of Labor Code §§201-204, 210, 218.5, 226(a)(e), 222-223, 226.2, 226.7, 510, 512, 558, 1102.5, 98.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and 1198.5)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this

office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC



Kevin A. Lipeles, Esq.

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

4550 EAST THOUSAND OAKS BOULEVARD, SUITE 100
WESTLAKE VILLAGE, CALIFORNIA 91362

PHONE (818) 703-8985
FAX (818) 703-8984

August 12, 2025

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

One, Inc. Software Corporation
620 Coolidge Drive, Suite 200
Folsom, CA 95630

Defendant mailed certified #9589071052702440390274

Agent for Service of Process for One, Inc. Software Corporation
Ian Drysdale
620 Coolidge Drive, Suite 200
Folsom, CA 95630

Agent mailed certified #958907105270244081

Re: ***Labor Code Violations of One, Inc. Software Corporation – Compliance Letter
of California Labor Code § 2698 – Private Attorneys General Act
LWDA Case No. LWDA-CM-1102959-25***

Dear LWDA:

This letter supplements our previous correspondence sent on June 4, 2025 and alleges additional claims.

This office represents Larissa Grover, a former non-exempt California employee of One, Inc. Software Corporation (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth additional facts and theories of additional California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees (“Aggrieved Employees”).

In addition to the claims alleged in our June 4, 2025 letter, our client further alleges that Defendant failed to timely produce her entire employee file upon written request, in violation of Labor Code §§ 432 and 1198.5. Our client sent her request for her entire employee file on May 29, 2025. Defendant provided our client’s payroll records and paychecks, but has failed to produce other documents required, including, but not limited to, our client’s time records, employee handbooks, employee application/offer letters, termination paperwork, background/credit check

Labor & Workforce Development Agency
One, Inc. Software Corporation
Ian Drysdale
Page 2

authorizations, and all agreements and other documents signed by our client. These documents were due within 30 calendar days of May 29, 2025. Defendant's failure to timely produce the entire employee file subjects it to statutory and civil penalties pursuant to Labor Code § 1198.5(k), as well as other non-monetary consequences under Labor Code § 433.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By : 
DANIEL F. GAINES

Cc: Jonathan Judge, Esq.

EXHIBIT C

PRIVATE ATTORNEYS GENERAL ACT LABOR CODE § 2698 ET SEQ.
SETTLEMENT AGREEMENT

Larissa Grover v. One, Inc. Software Corporation
Sonoma County Superior Court Case No. 25CV05613

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action, *Larissa Grover v. One, Inc. Software Corporation*, Sonoma County Superior Court Case No. 25CV05613 (the “Litigation”), shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendant One, Inc. Software Corporation (“Defendant”), Plaintiff Larissa Grover (“Plaintiff”) for herself, all Aggrieved Employees, and on behalf of the State of California (Defendant, Plaintiff, and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”)

The Parties agree that the Litigation shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of Fifty Thousand Dollars (\$50,000.00) (hereinafter referred to as the “PAGA Settlement Amount”) for settlement of Private Attorneys General Act (“PAGA”) penalties sought in the Litigation, which shall be inclusive of Plaintiff’s attorneys’ fees and costs in connection with the Litigation, a reasonable Service Award to Plaintiff, and the expense of the Settlement Administrator. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 **Definitions.**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employees” means all hourly, non-exempt employees employed by Defendant One, Inc. Software Corporation in California, who worked during at least one pay period during the PAGA Period. Defendant represents that the total number of Aggrieved Employees is approximately 36 individuals who worked approximately 1,465 pay periods during the PAGA Period.
- (b) “Court” means the Superior Court for the State of California, County of Sonoma.
- (c) “Defense Counsel” or “Counsel for Defendant” is:

Catherine M. Lee, Esq.
Joshua N. Lange, Esq.
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A Professional Law Corporation
12800 Center Court Drive South, Suite 300
Cerritos, CA 90703

(d) The “Effective Date” of this Settlement shall be the date when the Court enters an order approving this Agreement and dismisses the Litigation with prejudice.

(e) “Plaintiff’s Counsel” is:

Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
4550 E. Thousand Oaks Blvd, Suite 100
Westlake Village, CA 91362

(f) “PAGA Complaint” means the single cause of action Representative Action Complaint for civil penalties under the PAGA, filed by Plaintiff in the Sonoma County Superior Court. The PAGA Complaint alleges violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1194, 2750, 2751, 2752, and 2802, and IWC Wage Order 4-2001, and is predicated on underlying theories that Defendant: (1) failed to properly compute bonuses, commission, and other non-base hourly wages into the regular rate of pay for purposes of paying overtime, double time, meal period premiums, and sick pay at the correct rates of pay; (2) failed to pay all wages due; (3) failed to provide written commission compensation agreements; (4) failed to provide meal periods and rest breaks, including failure to pay correct premium wages in connection thereto; (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages during employment and at termination; and (7) failed to provide accurate itemized wage statements. This case is referred to as the “Litigation.”

(g) “PAGA Letters” means the pre-requisite PAGA notice letters Plaintiff sent to Defendant and the California Labor & Workforce Development Agency (“LWDA”) on June 4, 2025, and again on June 12, 2025, and a supplemental letter on August 12, 2025, collectively alleging facts and theories in support of violations of California Labor Code sections 201-204, 210, 218.5, 222, 223, 226, 226.2, 226.3, 226.7, 246, 432, 433, 510, 511, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2750, 2751, and 2802, as well as IWC Wage Order 4-2001, and the California Business & Professions Code §§ 17200, *et seq.*

(h) “PAGA Penalties” means civil penalties pursuant to PAGA based on underlying violations of the Labor Code as alleged in the Complaint.

(i) “PAGA Period” means the time period between June 4, 2024 and August 13, 2026.

Article II.

Background.

Section 2.01 Background.

- (a) On June 4, 2025, June 12, 2025, and August 12, 2025, Plaintiff sent notice to the LWDA of her PAGA claims.
- (b) On August 13, 2025, Plaintiff filed the PAGA Complaint in the Superior Court of the State of California for the County of Sonoma.
- (c) Through the Litigation, the Parties, by and through their respective counsel, have engaged in informal discovery, investigation, and analysis of Plaintiff's claims and Defendant's defenses. The Parties reached this Settlement only after such discovery, investigation and analysis were performed and fully considered.
- (d) On July 13, 2026, Plaintiff and Defendant mediated the PAGA claims with experienced wage and hour mediator, and retired jurist, Hon. Steven R. Denton (Ret.). In advance of mediation, the Parties engaged in informal discovery to determine the total number of Aggrieved Employees and implicated pay periods at issue, together with a review of the pertinent policies and procedures. At the conclusion of the mediation, the Parties reached an agreement for resolution of the Litigation. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.
- (e) The Parties agree that the investigation and evaluation discussed above, as well as informal discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.
- (f) This Settlement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA Settlement Amount and dismissal of the Litigation with prejudice.
- (g) Defendant denies each and every claim and contention alleged in the Litigation, and asserts that it has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Litigation.

Article III.

Scope of the Aggrieved Employees.

Section 3.01 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.01.

Section 3.02 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendant's records as having worked as an Aggrieved Employee.

Article IV.

Approval and Implementation of Settlement.

Section 4.01 Cooperation.

The Parties will cooperate in obtaining, through written stipulation or unopposed motion if a motion is required, at the earliest possible date, an Order from the Court approving the payment of the PAGA Settlement Amount as described in this Agreement. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Settlement Amount as described in this Agreement.

Section 4.02 Notice to the LWDA.

At the same time as it submits this Agreement to the Court for approval, Plaintiff's Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(s)(2). Within ten (10) days following the Effective Date, Plaintiff's Counsel shall submit a copy of the Order entered by the Court to the LWDA, as required by California Labor Code § 2699(s)(3).

Section 4.03 Court Approval.

The Parties will seek to obtain the Court's approval of the payment of the PAGA Settlement Amount as described in this Agreement by way of a stipulation or unopposed motion to be filed by Plaintiff's Counsel promptly with the Court or as otherwise directed by the Court. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of the PAGA Settlement Amount as described in this Agreement shall be embodied in a written order. The Parties agree that a good faith effort shall be made to seek approval. If after exhaustion of these good faith efforts, the Court does not grant

approval of the payment of the PAGA Settlement Amount as described in this Agreement, then the entirety of this Agreement shall be null and void.

Section 4.04 Settlement Payment Procedures.

(a) Payment of PAGA Settlement Amount and Notice to Aggrieved Employees.

- (1) Defendant shall pay the total amount of Fifty Thousand Dollars (\$50,000) to settle the Litigation. This amount, *i.e.*, the PAGA Settlement Amount, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all Released Claims, as defined herein. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the PAGA Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 7.13 herein is invoked. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, or if for any reason the Effective Date does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the PAGA Settlement Amount and the Parties' respective positions shall be restored to positions prior to the settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.
- (2) Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third (33-1/3%) of the PAGA Settlement Amount. Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed Twelve Thousand Dollars (\$12,000) (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment"). Defendant will not oppose or object to Plaintiff's Counsel's application for Plaintiff's Counsel Payment. If Plaintiff's Counsel's request for attorneys' fees and/or costs is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will remain in the Net PAGA Settlement Amount.
- (3) Defendant agrees not to oppose a Service Award to Plaintiff in the amount of Five Thousand Dollars (\$5,000) for acting as a representative of the LWDA to seek recovery of civil penalties with respect to Aggrieved Employees in the PAGA Complaint. If Plaintiff's request for the Service Award is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will remain in the Net PAGA Settlement Amount.
- (4) The Parties agree to allocate Two Thousand Seven Hundred Fifty Dollars and Zero Cents (\$2,750) for the Parties' chosen third-party settlement administrator, Phoenix Settlement Administrators ("Settlement Administrator"). If the actual settlement administration fees are less than \$2,750, the difference will remain in the Net PAGA Settlement Amount.

- (5) All amounts remaining after deducting the amounts referenced in sections (1)-(4) above from the PAGA Settlement Amount shall constitute the amount available for payment of civil penalties to the Aggrieved Employees and LWDA ("Net PAGA Settlement Amount"), which shall be paid as follows:
- i. Thirty-Five percent (35%) of the Net PAGA Settlement Amount shall be paid to the Aggrieved Employees without the need to submit a claim form and with no right to opt out from this Agreement.
 - ii. Sixty-Five percent (65%) of the Net PAGA Settlement Amount shall be remitted to the LWDA.
- (6) The Aggrieved Employees' portion of the Net PAGA Settlement Amount shall be paid to each Aggrieved Employee on a proportional basis based upon the number of pay periods worked by each member of the Aggrieved Employees during the PAGA Period.
- (7) Defendant shall deposit by ACH the PAGA Settlement Amount with the Settlement Administrator no later than twenty-one (21) calendar days after the Effective Date.
- (8) Defendant will provide the Settlement Administrator with a confidential list of the names, addresses, and Social Security Numbers of the Aggrieved Employees, together with the number of their individual pay periods worked during the PAGA Period, no later than the date it pays the PAGA Settlement Amount. This information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.
- (9) No later than twenty-one (21) calendar days after Defendant's deposit of the PAGA Settlement Amount, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their full individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. No later than twenty-one (21) calendar days after Defendant's deposit of the PAGA Settlement Amount, the respective shares shall be paid to Plaintiff's Counsel, Plaintiff, the Settlement Administrator, and the LWDA to satisfy their payments herein.
- (10) For each settlement check and Notice of PAGA Settlement to Aggrieved Employees that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no current address is located, the individual payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Settlement Administrator, the individual payment for that individual will be deemed

undeliverable. The value of checks uncashed more than 120 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employees.

- (11) 100% of the Net PAGA Settlement Amount is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Forms 1099 (if required) to the Aggrieved Employees.

Article V.

Limitations On Use Of This Settlement.

Section 5.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as admission by Defendant of any violations of Plaintiff's rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 5.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 5.03 Nullification.

- (a) If the Court should for any reason fail to approve the payment of the PAGA Settlement Amount as described in this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article VI.

Release and Waiver of Claims.

Section 6.01 Limited Release by Plaintiff and Aggrieved Employees.

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendant's funding in full of the PAGA Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendant One, Inc. Software Corporation and each of its past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, joint employers, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and consultants (the "Released Parties"), from all claims for PAGA civil penalties alleged in the PAGA Complaint and PAGA Letters, or which could have been alleged based on the facts set forth therein, including claims for PAGA civil penalties for alleged violations of California Labor Code sections 201-204, 210, 218.5, 222, 223, 226, 226.2, 226.3, 226.7, 246, 432, 433, 510, 511, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2750, 2751, 2802, and 2699, for failure to properly compute bonuses, commission, and other non-base hourly wages into the regular rate of pay for purposes of paying overtime, double time, meal period premiums, and sick pay at the correct rates of pay, failure to pay all wages due, failure to provide written commission compensation agreements, failure to provide meal periods and rest breaks, including failure to pay correct premium wages in connection thereto, failure to indemnify necessary business expenses, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements (the "PAGA Released Claims").

PAGA Released Claims are limited to the PAGA Period and shall also mean any other claims for PAGA civil penalties that were or could have been brought under the Private Attorneys General Act based on the facts alleged in the PAGA Complaint and PAGA Letters as they relate to the underlying California Labor Code claims referenced above, including any interest, civil penalties, attorneys' fees, costs, in connection to Plaintiff's claims for PAGA civil penalties which arose during the PAGA Period. The Aggrieved Employees are only releasing their claims under California Labor Code 2698, *et. seq.* and are not releasing any other claims. The PAGA Resolution also excludes Plaintiff's individual claims alleged in her Labor Commissioner Claims and Individual Lawsuit, which are to be settled as part of separate individual settlement and general release agreement.

Section 6.02 Tax Treatment and Tax Indemnification.

Aggrieved Employees will assume any tax obligations or consequences which may arise from this Settlement.

If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement, each Aggrieved Employee shall be responsible for his/her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's share of any state or federal tax obligation. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator.

Article VII.

Miscellaneous Provisions.

Section 7.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 7.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant, and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 7.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 7.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 7.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 7.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or

condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 7.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 7.08 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Settlement Amount except as expressly provided herein. Defendant shall bear its own attorney's fees and costs, and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for Defendant's attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 7.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 7.10 No Press Release or Publicity Regarding the Terms of the Settlement.

Plaintiff and Plaintiff's Counsel agree that they have not and will not publicize this Settlement. In response to any inquiries regarding the Settlement, Plaintiff will state that "the case was resolved and it was resolved in accordance with the PAGA statute." Plaintiff's Counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Aggrieved Employees or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement. However, Plaintiff's Counsel are authorized to make a disclosure to the Court and the LWDA, in compliance with the requirements of the PAGA statute, for the purposes of obtaining the approval of the Settlement. This shall include submission of the Settlement to the Court and the LWDA. Otherwise, Plaintiff's Counsel are authorized to publicize only the amount and type of the settlement without disclosing the identity of case; this disclosure is limited to court filings, and neither Plaintiff, nor Plaintiff's Counsel or representatives, are permitted to disseminate or publish, distribute or discuss the

information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court.

Section 7.11 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 7.12 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the dismissal of the Litigation pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing jurisdiction over this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of this Agreement.

Section 7.13 Escalator Provision.

This settlement is based on Defendant's representation that the total number of pay periods worked by the Aggrieved Employees during PAGA Period is approximately 1,465. If the actual total number of pay periods worked by Aggrieved Employees during the PAGA Period should exceed the foregoing representation of 1,465 pay periods by more than ten percent (10%) (i.e. greater than 1,612), then the PAGA Settlement Amount shall be proportionally increased for the pay periods that exceed the ten percent threshold (i.e., if the pay periods increase by twelve percent (12%), the PAGA Settlement Amount would increase by two percent (2%)).

Section 7.14 Default; Notice; Cure; Acceleration; Time is of the Essence.

Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make any payment due hereunder, it shall be in default of its obligations. Plaintiff shall thereafter give notice of default and Defendant must cure said default within five (5) business days thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and be all due and payable together with interest at the legal rate from the date of default.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: 09 / 23 / 2026, 2026

By LARISSA GROVER
Larissa Grover

Dated: September 23, 2026

ONE, INC. SOFTWARE CORPORATION

By: Marcus Liner

NAME: Marcus Liner

TITLE: General Counsel

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY.**

Dated: September 23, 2026

GAINES & GAINES, APLC

By Daniel F. Gaines
Daniel F. Gaines, Esq.

Dated: September 23, 2026

ATKINSON ANDELSON LOYA RUUD &
ROMO

By Catherine M. Lee, Esq.
Joshua N. Lange, Esq.

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

LARISSA GROVER, on behalf of herself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

ONE, INC. SOFTWARE CORPORATION,
a Delaware corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No. 25CV05613

**NOTICE OF SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
CLAIM (CAL. LABOR CODE § 2698 *ET
SEQ.*)**

You have been identified as an individual who worked for Defendant One, Inc. Software Corporation (“Defendant”) as an hourly, non-exempt employee in California between June 4, 2024 and August 13, 2026. (“Aggrieved Employee”).

On August 13, 2025, Plaintiff Larissa Grover (“Plaintiff”) filed a lawsuit in the Sonoma County Superior Court, case number 25CV05613 to recover civil penalties. Plaintiff alleges in the lawsuit that Defendant (1) failed to properly compute bonuses, commission, and other non-base hourly wages into the regular rate of pay for purposes of paying overtime, double time, meal period premiums, and sick pay at the correct rates of pay; (2) failed to pay all wages due; (3) failed to provide written commission compensation agreements; (4) failed to provide meal periods and rest breaks, including failure to pay correct premium wages in connection thereto; (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages during employment and at termination; and (7) failed to provide accurate itemized wage statements. For this alleged violation, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The lawsuit was litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the Settlement on [REDACTED] and has determined that the Settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved Settlement contains the following release of claims, to which you are bound:

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendant's funding in full of the PAGA Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendant One, Inc. Software Corporation and each of its past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, joint employers, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and consultants (the "Released Parties"), from all claims for PAGA civil penalties alleged in the PAGA Complaint and PAGA Letters, or which could have been alleged based on the facts set forth therein, including claims for PAGA civil penalties for alleged violations of California Labor Code sections 201-204, 210, 218.5, 222, 223, 226, 226.2, 226.3, 226.7, 246, 432, 433, 510, 511, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2750, 2751, 2802, and 2699, for failure to properly compute bonuses, commission, and other non-base hourly wages into the regular rate of pay for purposes of paying overtime, double time, meal period premiums, and sick pay at the correct rates of pay, failure to pay all wages due, failure to provide written commission compensation agreements, failure to provide meal periods and rest breaks, including failure to pay correct premium wages in connection thereto, failure to indemnify necessary business expenses, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements (the "PAGA Released Claims").

PAGA Released Claims are limited to the PAGA Period (June 4, 2024 to August 13, 2026) and shall also mean any other claims for PAGA civil penalties that were or could have been brought under the Private Attorneys General Act based on the facts alleged in the PAGA Complaint and PAGA Letters as they relate to the underlying California Labor Code claims referenced above, including any interest, civil penalties, attorneys' fees, costs, in connection to Plaintiff's claims for PAGA civil penalties which arose during the PAGA Period. The Aggrieved Employees are only releasing their claims under California Labor Code 2698, *et. seq.* and are not releasing any other claims.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff, at (866) 550-0855.

EXHIBIT D