

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.