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

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Superior Court of California
County of Sonoma
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Robert Oliver, Clerk of the Court
By: Kristin Breeden, Deputy Clerk

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

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.*,

Plaintiffs,

v.

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

Defendants.

CASE NO: 25CV05613

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

STIPULATION AND [~~PROPOSED~~] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND DISMISSING ACTION WITH PREJUDICE

Complaint Filed: August 13, 2025

STIPULATION

IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Plaintiff Larissa Grover ("Plaintiff") and Defendant One, Inc. Software Corporation ("Defendant") (collectively, the "Parties") have entered into a Private Attorneys General Act Labor Code § 2698 *Et Seq.* Settlement Agreement (the "Settlement" or "Settlement Agreement") resolving the representative claims asserted in this action, *Larissa Grover v. One, Inc. Software Corporation*, Sonoma County Superior Court Case No. 25CV05613 (the "Action"), subject to Court approval pursuant to Labor Code § 2699(s)(2). (Declaration of Daniel F. Gaines ["Gaines Decl."] at ¶ 13; **Exhibit C**). The Settlement Agreement provides for a total PAGA Settlement Amount of $50,000.

2. On June 4, 2025 and August 12, 2025, Plaintiff provided written notice to Defendant and the California Labor and Workforce Development Agency ("LWDA") pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698 *et seq.*, setting forth the facts and theories supporting the alleged Labor Code violations. On June 12, 2025, Plaintiff, through separate counsel handling her individual claims, submitted an additional PAGA notice to Defendant and the LWDA. (Gaines Decl. at ¶ 6; **Exhibit B**).

3. On August 13, 2025, Plaintiff filed her Representative Action Complaint seeking civil penalties under PAGA based on alleged 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. (Gaines Decl. at ¶ 7).

4. During the course of the Action, the Parties engaged in informal discovery, investigation, and analysis sufficient to evaluate Plaintiff's claims and Defendant's defenses. Plaintiff's Counsel obtained and reviewed Plaintiff's complete personnel file and wage records, Defendant's applicable employee handbooks and policies, and timekeeping and payroll records for a representative sample of approximately one-third of the Aggrieved Employees. Plaintiff's Counsel analyzed the sampled records to evaluate the alleged Labor Code violations and potential PAGA exposure. On July 13, 2026, after the foregoing discovery and investigation, the Parties

participated in mediation with experienced wage-and-hour mediator and retired jurist, Hon. Steven R. Denton (Ret.). Following arm's-length, adversarial negotiations, the Parties reached an agreement to resolve the Action, which was thereafter memorialized in the Settlement Agreement. (Gaines Decl. at ¶¶ 8-13).

5. The Parties also reached a separate resolution of Plaintiff's individual claims for retaliation and wrongful termination asserted in *Larissa Grover v. One Inc., et al.*, Sacramento County Superior Court, Case No. 25CV014024. Those individual claims are not included within the PAGA Settlement Amount or the PAGA release and are being resolved pursuant to a separate confidential individual settlement agreement and general release. (Gaines Decl. at ¶ 14). The Settlement Agreement likewise expressly excludes Plaintiff's individual claims from the PAGA release. (*Id.*; **Exhibit C** at § 6.01).

6. The Settlement covers all hourly, non-exempt employees employed by Defendant in California who worked during at least one pay period during the period from June 4, 2024 through August 13, 2026 (the "PAGA Period"). Defendant represents that approximately 36 Aggrieved Employees worked approximately 1,465 pay periods during the PAGA Period. (Gaines Decl. at ¶ 15; **Exhibit C** at § 1.01(a)).

7. Defendant denies and continues to deny any liability to Plaintiff or any Aggrieved Employee and disputes the existence, frequency, and extent of the alleged violations and the amount of any PAGA penalties that could properly be imposed. Based upon approximately 1,465 pay periods at issue, Plaintiff's Counsel calculated the maximum theoretical PAGA exposure at approximately $146,500, using a penalty rate of $100 per pay period, and without stacking. Plaintiff's Counsel's review of the sampled records, however, reflected that not every pay period contained an apparent violation and that the frequency and strength of the alleged violations varied by claim. Plaintiff's Counsel therefore determined that the realistic potential PAGA exposure was lower than the maximum theoretical amount. In evaluating the Settlement, Plaintiff's Counsel also considered Defendant's defenses, disputed liability, litigation risks, and the Court's discretion in awarding PAGA penalties. (Gaines Decl. at ¶¶ 16-19).

8. The Settlement Agreement provides for Defendant to pay a non-reversionary PAGA Settlement Amount of Fifty Thousand Dollars ($50,000.00), subject to an escalator provision if the actual number of pay periods exceeds 1,612. (Gaines Decl. at ¶ 20; **Exhibit C** at §§ 4.04(a)(1) and 7.13).

9. Subject to Court approval, Plaintiff's Counsel seeks attorneys' fees not to exceed one-third (33-1/3%) of the PAGA Settlement Amount (projected to be $16,666.67) and reimbursement of reasonable litigation costs of Ten Thousand Nine Hundred Thirty-Six Dollars and Seventy-Six Cents ($10,936.76). The Settlement Agreement permits reimbursement of reasonable litigation costs not to exceed $12,000.00, and the amount requested is below that contractual cap. Plaintiff seeks a Service Award of Five Thousand Dollars ($5,000.00), and the Parties have allocated up to Two Thousand Seven Hundred Fifty Dollars ($2,750.00) for the services of Phoenix Settlement Administrators, the Parties' chosen settlement administrator. Any amount of requested attorneys' fees, costs, Service Award, or settlement administration expenses not approved or not incurred will remain in the Net PAGA Settlement Amount. (Gaines Decl. at ¶¶ 21-24; **Exhibit C** at §§ 4.04(a)(1)-(6)).

10. After deduction of the Court-approved attorneys' fees and costs, Service Award, and settlement administration expenses, the remaining Net PAGA Settlement Amount will be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees pursuant to Labor Code § 2699(m). The Aggrieved Employees' share will be distributed automatically, without a claim form, on a proportional basis according to the number of pay periods each Aggrieved Employee worked during the PAGA Period. (Gaines Decl. at ¶ 25; **Exhibit C** at § 4.04(a)(5)).

11. The Settlement Agreement provides a limited release of claims for PAGA civil penalties arising during the PAGA Period that were alleged in the PAGA Complaint and PAGA notices, or that could have been alleged based on the facts set forth therein. The Aggrieved Employees are releasing only claims under Labor Code § 2698 *et seq.* and are not releasing any other claims. (Gaines Decl. at ¶ 26; **Exhibit C** at § 6.01).

12. 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. (Gaines Decl. at ¶¶ 27-29).

13. Concurrently with submission of the Settlement to the Court for approval, Plaintiff has submitted the Settlement Agreement and these accompanying approval documents to the LWDA pursuant to Labor Code § 2699(s)(2). (Gaines Decl. at ¶ 30; **Exhibit D**). Within ten (10) days following the Effective Date, Plaintiff will submit a copy of the Court's Order approving the Settlement to the LWDA pursuant to Labor Code § 2699(s)(3). (Gaines Decl. at ¶ 31; **Exhibit C** at § 4.02).

14. The Parties respectfully request that the Court enter the accompanying Order approving the Settlement pursuant to Labor Code § 2699(s)(2), approving the allocations and payments contemplated by the Settlement Agreement, and dismissing the Action with prejudice.

15. Pursuant to Code of Civil Procedure § 664.6, and the terms of the Settlement Agreement, the Parties request that the Court retain jurisdiction to interpret and enforce the Settlement following dismissal of the Action.

IT IS SO STIPULATED.

Dated: September 27, 2026

Respectfully submitted,

GAINES & GAINES, APLC

By: Daniel F. Gaines
Daniel F. Gaines, Esq.
Attorneys for Plaintiff

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By:
Catherine M. Lee, Esq.
Joshua N. Lange, Esq.
Attorneys for Defendant

ORDER

The Court, having reviewed the Parties' Private Attorneys General Act Labor Code § 26998 *Et Seq.* Settlement Agreement (the "Settlement" or "Settlement Agreement") attached as Exhibit "C" to the concurrently filed Declaration of Daniel F. Gaines, together with the Stipulation for Approval of PAGA Settlement and the supporting papers and exhibits, and good cause appearing, hereby ORDERS as follows:

1. The Court finds that the Settlement was reached through non-collusive, adversarial, and arm's-length negotiations between experienced counsel after sufficient investigation and discovery to evaluate the claims and defenses.

2. The Court finds that the Settlement is fair, reasonable, and adequate in light of the purposes of the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698 *et seq.*, and satisfies the applicable requirements for approval of a PAGA settlement.

3. Pursuant to Labor Code § 2699(s)(2), the Court approves the Settlement and the total PAGA Settlement Amount of Fifty Thousand Dollars ($50,000.00), subject to the escalator provision set forth in the Settlement Agreement.

4. The Court approves the payment of attorneys' fees to Plaintiff's Counsel in the amount of one-third (33-1/3%) of the PAGA Settlement Amount (projected to be $16,666.67), reimbursement of litigation costs in the amount of Ten Thousand Nine Hundred Thirty-Six Dollars and Seventy-Six Cents ($10,936.76), a Service Award to Plaintiff in the amount of Five Thousand Dollars ($5,000.00), and settlement administration expenses to Phoenix Settlement Administrators in the amount of Two Thousand Seven Hundred Fifty Dollars ($2,750.00), all as provided by the Settlement Agreement.

5. After deduction of the Court-approved attorneys' fees and costs, Service Award, and settlement administration expenses, the remaining Net PAGA Settlement Amount shall be allocated sixty-five percent (65%) to the Labor and Workforce Development Agency ("LWDA") and thirty-five percent (35%) to the Aggrieved Employees pursuant to Labor Code § 2699(m).

6. The Aggrieved Employees' share of the Net PAGA Settlement Amount shall be distributed automatically, without the need to submit a claim form, on a proportional basis

according to the number of pay periods each Aggrieved Employee worked during the PAGA Period, in accordance with the terms of the Settlement Agreement.

7. The Court approves the limited release of PAGA civil-penalty claims set forth in the Settlement Agreement. The Aggrieved Employees release only claims arising under Labor Code § 2698 *et seq.* within the scope of the Settlement Agreement and do not release any other individual claims.

8. Upon entry of this Order, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement in accordance with the provisions and timelines set forth in the Settlement Agreement.

9. This Action is hereby DISMISSED WITH PREJUDICE.

10. Pursuant to Code of Civil Procedure § 664.6, the Court shall retain jurisdiction to interpret and enforce the Settlement following dismissal of the Action.

IT IS SO ORDERED.

Dated: 10/15/2026

JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100 Westlake Village, CA 91362.

_____ (For messenger) my business address is:

On September 28, 2026, I served the foregoing documents described as **(1) STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND DISMISSING ACTION WITH PREJUDICE**; and **(2) 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** on the interested parties in this action as follows:

Catherine M. Lee, Esq.
Catherine.Lee@aalrr.com
Joshua N. Lange, Esq.
Joshua.Lange@aalrr.com
ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APLC
12800 Center Court Drive South, Suite 300
Cerritos, California 90703
Attorneys for Defendant

_____ (BY □ U.S. MAIL/ BY□ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

_X_ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email on the counsel of record listed above.

_X_ (UPLOADED TO LWDA WEB PORTAL) I caused the above-described document to be delivered to the Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 28, 2026, at Westlake Village, California.

Amelia Charlton
AMELIA CHARLTON