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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

24 ADRIAN CASTRO and RODOLFO GARCIA,
25 individuals, on behalf of themselves, and on
26 behalf of all persons similarly situated,

27 Plaintiffs,

28 v.

29 CONVERGEONE, INC., a Minnesota
30 corporation; AAA NETWORK SOLUTIONS,
31 INC, a California corporation; and DOES 1-
32 50, Inclusive,

33 Defendants.

Case No. CIVSB2305464

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: May 12, 2025

Time: 8:30 a.m.

Judge: Hon. Charlie L. Hill, Jr.

Dept.: S-30

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 12 2025

BY Jessica Joanis
JESSICA JOANIS, DEPUTY

1 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Motion") to
2 finally approve the Stipulation of Settlement of Class Action and PAGA Claims and Release of
3 Claims ("Agreement") duly came on for hearing on May 12, 2025, before the above-entitled Court.
4 JCL Law Firm, APC, Zakay Law Group, APLC, and The Gould Law Firm appeared on behalf of
5 Plaintiff's Adrian Castro and Rodolfo Garcia ("Plaintiffs"). Fisher & Phillips LLP, appearing as
6 counsel for defendants ConvergeOne, Inc. and AAA Network Solutions, Inc., ("Defendants").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Bernardino ("Court"), Case No.
15 CIVSB2305464, entitled *Adrian Castro, et al. v. Convergeone, Inc., et al.*, and over all Parties to
16 this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On February 10, 2025, the Court granted preliminary approval of a class-wide
19 settlement. At this same time, the court approved conditional certification of a provisional settlement
20 class for settlement purposes only. The Court confirms this Order and finally approves the
21 settlement and the certification of the Class for settlement purposes only.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on or about March 21,
25 2025. Mailing of the Notice Packet to their last known addresses was the best notice practicable
26 under the circumstances and was reasonably calculated to communicate actual notice of the
27 litigation and the proposed settlement to the members of the Class Members. The Court finds that
28 the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was May 5, 2025. There
2 was an adequate interval between notice and deadline to permit Class Members to choose what to
3 do and act on their decision. No Class Members objected. No Class Members requested exclusion.
4 As a result, 100% of the Class Members will be included in the Settlement Class and will be sent an
5 Individual Settlement Payment.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$950,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. The percentage of objectors and requests for exclusion is zero. No
19 objections were received. No requests for exclusion were received.

20 e. The participation rate is unanimous. 100% of Class Members will be
21 included in the Settlement Class and will be sent an Individual Settlement Payment.

22 7. The consideration to be given to the Class Members and Aggrieved
23 Employees under the terms of the Agreement is fair, reasonable, and adequate considering the
24 strengths and weaknesses of the claims asserted in this Action and is fair, reasonable, and adequate
25 compensation for the release of the Released Class Claims and Released PAGA Claims, given the
26 uncertainties and risks of the litigation and the delays which would ensue from continued
27 prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Class Members and Aggrieved Employees.

3 **PAGA Payment**

4 9. The Agreement provides for a PAGA Payment in the amount of \$50,000.00.
5 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
6 the allocation of \$37,500.00 to the LWDA and \$12,500.00 to the Aggrieved Employees is fair and
7 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
8 Cal.App.5th 56.

9 **Class Counsel Award**

10 10. The Agreement provides for a Class Counsel award in the amount of up to
11 Three Hundred Thirty-Seven Thousand Seven Hundred Thirty-Three and Seventy-Two Cents
12 (\$337,733.72). Subject to Court approval, the award consists of attorneys' fees in the amount of
13 one-third of the Gross Settlement Amount, or Three Hundred Sixteen Thousand Six Hundred Sixty-
14 Six Dollars and Sixty-Six Cents (\$316,666.66) and actually incurred litigation expenses in the
15 amount of Twenty-One Thousand Sixty-Seven and Six Cents (\$21,067.06).

16 11. A Class Counsel Award of Three Hundred Thirty-Seven Thousand Seven
17 Hundred Thirty-Three and Seventy-Two Cents (\$337,733.72), which is comprised of attorneys' fees
18 in the amount of Three Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Six
19 Cents (\$316,666.66), and reimbursement of actually incurred litigation expenses in the amount of
20 Twenty-One Thousand Sixty-Seven and Six Cents (\$21,067.06) is reasonable in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested attorneys' fees award represents 1/3 of the Gross
23 Settlement Amount, which is reasonable and at the low end of the range for fee awards in common
24 fund cases and is supported by Class Counsel's lodestar.

25 **Service Awards**

26 12. The Agreement provides for a Service Awards of Ten Thousand Dollars and
27 Zero Cents (\$10,000.00) to each Plaintiff, subject to the Court's approval. The Court finds that the
28 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff is reasonable in light

1 of the risks and burdens undertaken by the Plaintiff in this class action litigation.

2 **Claims Administration Expenses**

3 13. The Agreement provides for Claims Administration Expenses to be paid in
4 an amount not to exceed \$6,500.00. The Declaration of the Settlement Administrator provides that
5 the actual claims administration expenses were \$6,500.00. The amount of this payment is
6 reasonable in light of the work performed by the Settlement Administrator.

7 **II. ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The "Class" or
10 "Class Members" is hereby defined to include all non-exempt employees employed by defendants
11 ConvergeOne, Inc. and defendant AAA Network Solutions, Inc. in California ("Class") at any time
12 during the period between July 17, 2019, to July 11, 2024 ("Class Period").

13 2. There are 297 members of the Settlement Class. The "Settlement Class" or
14 "Settlement Class Members" means all Class Members who did not submit a timely and valid
15 request for exclusion as provided in the Agreement. The Court finds, based on the declaration of the
16 Settlement Administrator, zero Class Members requested to be excluded from the Settlement Class.

17 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
18 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
19 this Order and the terms of the Agreement.

20 4. Class Counsel are awarded Three Hundred Thirty-Seven Thousand Seven
21 Hundred Thirty-Three and Seventy-Two Cents (\$337,733.72), which is comprised of attorneys' fees
22 in the amount of one-third of the Gross Settlement Amount, or Three Hundred Sixteen Thousand
23 Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$316,666.66) and actually incurred litigation
24 expenses in the amount of Twenty-One Thousand Sixty-Seven and Six Cents (\$21,067.06). Class
25 Counsel shall not seek or obtain any other compensation or reimbursement from Defendants,
26 Plaintiffs, or members of the Class.

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1 5. The payment of the Service Awards to each Plaintiff in the amount of
2 \$10,000.00 is approved.

3 6. The payment of \$6,500.00 to the Settlement Administrator for Claims
4 Administration Expenses is approved.

5 7. The PAGA Payment allocation of \$50,000.00 is hereby approved as fair,
6 reasonable, adequate and adequately protects the interests of the Aggrieved Employees, the public
7 and the LWDA. Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA
8 Payment at arms-length, absent of any fraud or collusion.

9 8. Final Judgment is hereby entered in this action. The Final Judgment shall
10 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
11 of the Released Parties from all claims alleged or that could have reasonably been alleged based
12 upon the facts alleged in the Operative Complaint in the Action which arose during the Class Period.
13 Class Members do not release any claims that cannot be released by law, including, without
14 limitation, claims for vested benefits, wrongful termination, violation of the Fair Employment and
15 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims
16 based on facts occurring outside the Class Period.

17 9. Final Judgment shall also bind Plaintiff, the Labor and Workforce
18 Development Agency ("LWDA"), and the State of California and shall release Defendant from all
19 claims for PAGA penalties alleged or could have reasonably been alleged based on the facts alleged
20 in the Operative Complaint and Plaintiffs' notice to the LWDA, which arose during the PAGA
21 Period.

22 10. The term "Aggrieved Employees" is hereby defined as all non-exempt
23 employees employed by Defendants in California at any time during the PAGA Period. The PAGA
24 Period means the period of July 17, 2022, to July 11, 2024.

25 11. The Agreement is not an admission by Defendants, nor is this Final Approval
26 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
27 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
28 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an

1 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
2 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
3 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
4 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
5 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
6 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
7 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
8 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
9 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
10 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
11 or issue preclusion or similar defense as to the claims being released by the Settlement.

12 12. Notice of entry of this Final Approval Order and Judgment shall be given by
13 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice
14 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
15 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
16 in the Notice Packet.

17 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
18 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
19 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
20 connection with the distribution of settlement benefits.

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1 14. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
4 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

5 **IT IS SO ORDERED.**

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7 DATED: MAY 12 2025 , 2025


Hon. Charlie L. Hill, Jr.
Judge, Superior Court for the State of California,
County of San Bernardino

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