

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
John L. Nitti (State Bar #330752)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
jnitti@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Nicole Noursamadi (State Bar #357246)
Jaclyn Joyce (State Bar #285124)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
nicole@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiffs,

v.

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

Defendants.

Case No. CIVSB2305464

[PROPOSED] JUDGMENT

Date: May 12, 2025
Time: 8:30 a.m.

Judge: Hon. Charlie L. Hill, Jr.
Dept.: S-30

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 The parties having settled this action and the Court having entered an Order Granting Final Approval
5 and good cause appearing therefore,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

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

11 2. The "Settlement Class" or "Settlement Class Members" means all Class Members
12 who did not submit a timely and valid request for exclusion as provided in the Agreement.

13 3. Except as set forth in the Agreement, the Order Granting Final Approval of Class
14 and PAGA Action Settlement and this Judgment, Plaintiff, the Settlement Class Members, and
15 Aggrieved Employees shall take nothing in the Action. Each party shall bear its own attorneys' fees
16 and costs, except as otherwise provided in the Agreement, the Order Granting Final Approval of
17 Class and PAGA Action Settlement and in this Judgment.

18 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
21 benefits.

22 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
23 Member who has not validly opted out has released the "Released Class Claims" against the
24 "Released Parties" as set forth in the Agreement.

25 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
26 The "Released Class Claims" are defined as all claims alleged or that could have reasonably been
27 alleged based upon the facts alleged in the Operative Complaint in the Action which arose during
28 the Class Period. Class Members do not release any claims that cannot be released by law, including,

1 without limitation, claims for vested benefits, wrongful termination, violation of the Fair
2 Employment and Housing Act, unemployment insurance, disability, social security, workers'
3 compensation, or claims based on facts occurring outside the Class Period. The "Released Parties"
4 are defined as Defendants and any of their past, present, and future direct or indirect parents,
5 subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future
6 officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers,
7 reinsurers, and any individual or entity which could be jointly liable with Defendants.

8 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiffs, the
9 Aggrieved Employees, the Labor and Workforce Development Agency ("LWDA"), and the State
10 of California, have released the Defendants from the "Released PAGA Claims" for the "PAGA
11 Period" as set forth in the Agreement.

12 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
13 The Aggrieved Employees are defined as all non-exempt employees employed by Defendants in
14 California at any time during the PAGA Period. The PAGA Period is the period between July 17,
15 2022, to July 11, 2024. The Released PAGA Claims are defined as all claims for PAGA penalties
16 alleged or could have reasonably been alleged based on the facts alleged in the Operative Complaint
17 and Plaintiffs' notice to the LWDA, which arose during the PAGA Period.

18 9. This Court hereby grants final approval and awards the following: (i) a Class Counsel
19 Award of Three Hundred Thirty-Seven Thousand Seven Hundred Thirty-Three and Seventy-Two
20 Cents (\$337,733.72) to Class Counsel, which is comprised of attorneys' fees in the amount of one-
21 third of the Gross Settlement Amount, or Three Hundred Sixteen Thousand Six Hundred Sixty-Six
22 Dollars and Sixty-Six Cents (\$316,666.66), and actually incurred litigation expenses in the amount
23 of Twenty-One Thousand Sixty-Seven and Six Cents (\$21,067.06); (ii) the Service Awards to Class
24 Representatives, Adrian Castro and Rodolfo Garcia, in the amount of Ten Thousand Dollars and
25 Zero Cents (\$10,000.00) to each Class Representative; (iii) Claims Administration Expenses of Six
26 Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) to Apex Class Action, LLC ("Claims
27 Administration Expenses"); (iv) Thirty-Seven Thousand, Five Hundred Dollars and Zero Cents
28 (\$37,500.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency

1 (“LWDA Payment”); and (v) Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00)
2 (25% of the PAGA Payment) to be distributed pro rata to the Aggrieved Employees.

3 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
4 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
5 section 2699(1)(3).

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
7 **ORDERED.**

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9 DATED: _____, 2025

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12 _____
13 Hon. Charlie L. Hill, Jr.
14 Judge, Superior Court for the State of California,
15 County of San Bernardino
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