

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)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
nicole@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,

vs.

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

Defendants.

Case No. CIVSB2305464

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:

Time:

Judge:

Hon. Charlie L. Hill, Jr.

Dept.:

S-30

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter “Class Counsel”). I am co-counsel of record for
5 Plaintiffs ADRIAN CASTRO and RODOLFO GARCIA (hereafter “Plaintiffs”) in this wage and hour
6 class action filed against CONVERGEONE, INC. and AAA NETWORK SOLUTIONS, INC.,
7 (hereinafter collectively “Defendants”).

8 2. This declaration is being submitted in support of Plaintiffs’ motion for Preliminary
9 Approval of Class Action Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit “1”** is a true and correct copy of the Stipulation of Settlement
12 of Class Action and PAGA Claims and Release of Claims (“Agreement” or “Settlement Agreement”).
13 Attached as **Exhibit “A”** to the Agreement is a true and correct copy of the proposed Class Notice.

14 4. Attached hereto as **Exhibit “2”** is a true and correct copy of the proof of filing with the
15 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
16 and Motion for Preliminary Approval of Class Action and PAGA Action Settlement evidencing Class
17 Counsel’s compliance with California Labor Code Section 2699(l)(2).

18 5. Attached hereto as **Exhibit “3”** is a true and correct copy of the bid for settlement
19 administration submitted by APEX Class Action LLC, in the amount of \$6,500.00.

20 6. Attached hereto as **Exhibit “4”** is a true and correct copy of the JCL Law Firm, APC’s
21 “Firm Resume” detailing the credentials and a summary of cases on which Counsel has been appointed
22 Class Counsel.

23 **II. INTRODUCTION**

24 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
25 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm’s length.
26 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
27 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
28 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will

1 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
2 denied or of Defendants prevailing at trial. Given that there are approximately 250 Participating Class
3 Members, the average gross recovery is approximately \$2,107.33 (Net Settlement Amount divided by
4 Class Members).

5 8. As discussed below, the proposed Settlement satisfies all criteria for preliminary
6 settlement approval and falls within the range of reasonableness. The average Individual Settlement
7 Payment to the Settlement Class meets or exceeds awards in similar wage and hour class actions.
8 Moreover, the proposed Settlement Class is appropriate for provisional certification. Accordingly,
9 Plaintiffs respectfully request the Court grant preliminary approval of the Settlement.

10 **III. FACTS AND PROCEDURE**

11 **A. Overview of the Litigation and Mediated Settlement**

12 9. Defendants provide IT services and technology solutions in the state of California,
13 including in San Bernardino County where Plaintiff Castro worked. This action asserts claims on behalf
14 of all non-exempt employees employed by Defendants in California at any time during the Class Period.
15 Plaintiff Castro worked for Defendants as a non-exempt employee in California from June 2019 to
16 August 2022. Plaintiff Garcia worked for Defendants as a non-exempt employee in California from
17 June 2017 to September 2022. At all times during their employment, Plaintiffs earned an hourly wage
18 and were entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime
19 wages for all hours worked. Throughout their employment, Plaintiffs were subject to Defendants'
20 written policies and procedures contained in, among other documents, the "Team Member Handbook
21 – California Supplement."

22 10. Generally, Plaintiffs claim that Defendants failed to pay for all time worked, failed to
23 provide compliant meal and rest periods, failed to reimburse for required business expenses, failed to
24 furnish accurate itemized wage statements, and failed to pay all wages upon separation. Defendants
25 forcefully deny liability for each of Plaintiffs' claims. Further, Defendants assert that it fully complied
26 with all applicable employment laws and raised several other significant defenses to Plaintiffs' claims,
27 including but not limited to, asserting that it maintained compliant timekeeping policies and practices,
28

1 compliant meal and rest period policies, compliant reimbursement policies, maintained issued
2 compliant wage statements, and timely paid all wages due upon separation of employment.

3 11. On October 13, 2022, Plaintiff Castro served the Labor and Workforce Development
4 Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff Castro’s PAGA Notice set
5 forth the facts and theories supporting Defendants’ alleged violations of various provisions of the
6 California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of his
7 intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code
8 Sections 2698 *et seq.* (“PAGA”). On March 1, 2023, Plaintiff Castro filed a representative action for
9 violations of PAGA in the San Bernardino Superior Court (“Action”).

10 12. On July 17, 2023, Plaintiff Garcia served Defendants and the LWDA with his PAGA
11 Notice. On July 17, 2023, Plaintiff Garcia filed a class action complaint in the Orange Superior Court,
12 Case Number 30-2023-01336727-CU-OE-CXC (“*Garcia Action*”). The *Garcia Action* alleged eight
13 causes of action against Defendants for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code
14 §§ 17200, *et seq.*; (2) Failure to Pay Minimum Wages in Violation Of Cal. Lab. Code §§ 1194, 1197,
15 & 1197.1; (3) Failure to Pay Overtime Wages in Violation Of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure
16 to Provide Required Meal Periods in Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable
17 IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation Of Cal. Lab Code §§ 226.7
18 & 512 and the Applicable IWC Wage Order; (6) Failure to Pay Wages When Due in Violation Of Cal.
19 Labor Code §§ 201, 202, and 203; (7) Failure to Provide Accurate Itemized Statements in Violation Of
20 Cal. Lab. Code § 226; and (8) Failure to Reimburse Employees for Required Business Expenses in
21 Violation Of Cal. Lab. Code § 2802.

22 13. On October 2, 2023, Plaintiff Garcia filed a First Amended Complaint in the *Garcia*
23 Action alleging an additional cause of action for alleged violations of PAGA.

24 14. On October 5, 2023, Plaintiff Garcia propounded formal written discovery. Prior to
25 responding to discovery, the Parties agreed to mediate the Action. To prepare for mediation, the Parties
26 agreed to informally exchange additional documents and data points subject to the mediation privilege,
27 including but not limited to, employee handbooks, the Class Members’ time data, and certain payroll
28

1 data points. As discussed *infra*, Plaintiffs’ counsel retained the forensic consultants at Berger Consulting
2 Group (“BCG”) to analyze Defendants’ time and payroll data.

3 15. On July 11, 2024, the Parties participated in a full day mediation with mediator Steve
4 Rottman, Esq. After arms-length negotiations and bargaining, the Parties reached an agreement to settle
5 and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties
6 drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

7 16. On December 4, 2024, Plaintiff Castro filed a First Amended Complaint (“Operative
8 Complaint”) in the Action for purposes of adding Plaintiff Garcia as a named Plaintiff and incorporating
9 the claims from the *Garcia* Action into the instant Action.

10 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

11 17. Months before filing the Action, Class Counsel began their pre-filing investigation into
12 Plaintiffs’ complaints. Class Counsel’s investigation started with several lengthy interviews with
13 Plaintiffs. As part of the interview process, Plaintiffs produced documents related to their employment,
14 including copies of their wage statements. At the conclusion of the interviews, Class Counsel
15 determined that Plaintiffs’ complaints justified further inquiry.

16 18. Class Counsel subsequently requested Plaintiffs’ employee files from Defendants. In
17 response, Defendants produced various documents, including but not limited to, copies of Plaintiffs’
18 employment agreements, payroll and time records, and separation documents. Class Counsel reviewed
19 and analyzed the documents and determined the documents appeared to substantiate Plaintiffs’ claim
20 that Defendants failed to, among other things, pay for all time worked, reimburse for mandatory
21 business expenses, issue accurate itemized wage statements, and provide compliant meal and rest
22 periods.

23 19. Considering the many anticipated factual disputes, the Parties agreed that it would be in
24 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel
25 requested documents and data points to further evaluate Plaintiffs’ claims and Defendants’ liability
26 exposure to the Class Members. In response to Class Counsel’s request, Defendants produced time
27 records for the Class Members, aggregate workweek and pay period data for the Class Members,
28 aggregate meal premiums paid to the Class Members, average hourly rate for the Class Members, and

1 copies of applicable handbooks, policies, and agreements containing, *inter alia*, compensation,
2 timekeeping, and meal and rest period policies. In total, Class Counsel reviewed approximately 3,987
3 pages and over 367,000 unique cells of time and payroll data for Class Counsel to analyze.

4 20. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
5 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
6 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
7 credentialed and experienced experts in their fields and have provided their expertise on thousands of
8 cases. Stated differently, the BCG is well-qualified to analyze Defendants' time and payroll data.

9 21. BCG analyzed Defendants' time and payroll data to assist in the development of various
10 damage models. Among other things, BCG determined the approximate number of work shifts,
11 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
12 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and
13 rest periods, the amount of missed meal period premiums paid during the Class Period, the amount of
14 unpaid wages due to rounding, the amount of unreimbursed business expenses, and the amount of off-
15 the-clock work performed by the Class Members during the Class Period.

16 22. In advance of mediation, Class Counsel created several damage models predicated on the
17 BCG analysis. Class Counsel's models calculated Defendants' potential liability exposure while
18 accounting for the uncertainties of continued litigation. These damage models informed and guided
19 Class Counsel during the mediated settlement discussions.

20 23. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
21 determining Plaintiffs' suitability as a putative class representative through interviews, background
22 investigations, and analysis of their employment files; (2) evaluating all of Plaintiffs' potential claims;
23 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
24 and the type of employer; (4) analyzing the Settlement Class Members' time and payroll records; (5)
25 analyzing Defendants' labor policies and practices; (6) researching settlements in similar cases as well
26 as outstanding issues which could affect settlement approval; (7) evaluating Plaintiffs' claims and
27 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9)
28 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and

1 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
2 independent assessment of the reasonableness of the terms to which the Parties have agreed.

3 24. Class Counsel only agreed to enter the Settlement following this thorough investigation
4 and evaluation of Plaintiffs' claims. Based on their investigation of the facts, applicable law, and
5 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
6 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believe this
7 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
8 reasonable, and adequate, the Court should preliminarily approve the Settlement.

9 **IV. ARGUMENT**

10 **A. The Court Should Preliminarily Approve the Proposed Class Action Settlement**

11 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by 12 Experienced Counsel.

13 25. The Parties participated in mediation with the mediator Steve Rottman, Esq. Mediator
14 Rottman managed the Parties' expectations and provided a useful, neutral analysis of the issues and
15 risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S.
16 Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against
17 any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a
18 "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
19 proceedings were free of collusion and undue pressure.")) At all times, the Parties' negotiations were
20 at an arm's length, adversarial, and non-collusive. Mediator Rottman only arrived at his proposal after
21 hearing arguments, reviewing evidence, and evaluating the Parties' respective claims and defenses.

22 26. Once the Parties agreed to the Mediator's proposal, the parties subsequently executed a
23 binding and enforceable Memorandum of Understanding. The Agreement is the final product of these
24 mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable
25 compromise of the claims at issue.

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1 2. Class Counsel’s Thorough Investigation Provided an Objective Measurement of
2 the Settlement’s Reasonableness.

3 27. As set forth in greater detail above, Class Counsel conducted a very thorough
4 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
5 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
6 Although no two cases are identical, this research provided Class Counsel with a marker to inform
7 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
8 Class Counsel to realistically assess the value of the claims and intelligently engage defense counsel in
9 settlement discussions that culminated in the proposed settlement now before the Court.

10 28. Class Counsel only agreed to enter the Settlement following their thorough investigation
11 and evaluation of Plaintiffs’ claims. Based on his investigation of the facts, applicable law, and
12 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
13 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believe this
14 Agreement to be in the best interests of the Class Members. Because the Settlement’s terms are fair,
15 reasonable, and adequate, the Court should preliminarily approve the Settlement.

16 **B. The Gross Settlement Amount Meets the Recognized Range of Reasonableness.**

17 29. The Gross Settlement Amount of \$950,000.00 is fair and reasonable considering the
18 nature and magnitude of the claims being settled and the various potential impediments to recovery.
19 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
20 Defendants’ liability exposure while accounting for the uncertainties of continued litigation. The
21 various models were informed by Class Counsel’s investigation, including the analysis of a significant
22 sample of time and payroll data. Class Counsel projected Defendants’ liability exposure for *class claims*
23 (excluding PAGA penalties) ranged between \$1,089,813.24 (“Conservative Model”) and \$3,923,424.32
24 (“Aggressive Model”) if successful at trial. This range reflects the uncertainty regarding several of the
25 claims, together with the uncertainty surrounding derivative liability for inaccurate wage statements
26 and waiting time penalties. Thus, the Gross Settlement Amount of \$950,000.00 represents
27 approximately between 24.21% (“Aggressive Model”) and 87.17% (“Conservative Model”) of
28

1 Defendants' *class-wide* liability exposure as estimated by Class Counsel at the time of mediation. The
2 following summarizes Defendants' estimated exposure.

3 (1) Exposure for Failure to Pay for All Hours Worked

4 30. Plaintiffs' primary claim in the Action alleged that Defendants failed to pay its employees
5 for all hours worked under two separate theories. First, Plaintiffs allege that Defendants employed a
6 rounding practice which resulted in an underpayment of wages to Plaintiffs and other Class Members.
7 Specifically, Plaintiff's expert found that approximately 15,003 shifts (12.1% of shifts) were underpaid
8 compared to 7,607 (6.1% of shifts) overpaid shifts. Second, Plaintiff alleges that Defendants failed to
9 pay for all hours worked due to off-the-clock pre-shift work performed by Plaintiffs and the Class
10 Members. Specifically, Plaintiffs and other Class Members were expected and required to arrive early
11 for their shifts in order to receive daily tasks and assignments all while off-the-clock.

12 31. Defendant denied liability and asserted that its employees were paid for all time worked.
13 Further, Defendant argued that this claim resulted in minimal actual damage to the Class Members and
14 that its rounding policies complied with *See's Candy Shops, Inc. v. Superior Court* (2012) 210
15 Cal.App.4th 889. Thus, Plaintiff's applied a 25% discount to the Conservative Model for this claim and
16 estimated Defendant's exposure for this claim ranged between \$417,527.79 and \$556,703.72.

17 (2) Exposure for Meal Period Violations.

18 32. Plaintiffs also allege that Defendants failed to provide compliant meal periods.
19 Specifically, Plaintiffs alleged that because of their rigorous work schedules, Plaintiff and Class
20 Members were not able to take timely and duty-free meal periods. Consequently, Plaintiffs allege that
21 they are owed meal period premiums for meal period violations that occurred during the Class Period.
22 Additionally, an analysis of the Class Members' time and payroll data revealed that 48.8% of all meal
23 period were rounded to exactly thirty (30) minutes.

24 33. Conversely, Defendants argued, among other things, that they did not engage in meal
25 rounding and provided all their employees with the opportunity to take compliant meal periods.
26 Defendants also argued that they maintained facially compliant meal period policies, including valid
27 meal period waivers, and paid meal period premiums during shifts when violations occurred. Thus,
28 Defendants argued that there was no potential liability for Plaintiffs' alleged meal period violations and

1 any claimed violations required a highly individualized inquiry not suitable to class treatment. In light
2 of Defendants' meal period waivers and meal premium payments, Plaintiffs applied a 75% discount to
3 this claim and estimated Defendants' exposure for this claim ranged from \$200,047.20 to approximately
4 \$800,188.80.

5 (3) Exposure for Rest Period Violations

6 34. Plaintiffs also alleged that Defendants failed to provide compliant rest periods.
7 Specifically, Plaintiffs alleged that because of their rigorous work schedules, Plaintiffs and Class
8 Members were not able to take timely and duty-free rest periods. Again, Defendants denied liability
9 and asserted that they maintained legally compliant rest period policies and practices throughout the
10 Class Period. Moreover, Plaintiffs recognize the evidentiary burdens establishing this claim.
11 Establishing Plaintiffs' rest period claim would rely, almost entirely, on Class Member testimony,
12 making it a riskier claim at class certification and liability stages. Certification likely would have
13 required depositions of Class Members who provided declarations, and Defendants argued that they
14 obtained opposing declarations stating either rest breaks were taken, or rest breaks were voluntarily
15 waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11
16 ("Because of the competing testimony before the Court, plaintiff's evidence that Defendants may have
17 an illegal, written rest break policy is insufficient for this Court to find that common issues
18 predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL
19 5503550, at *8 ("Indeed, Plaintiffs' own evidence confirms that the written policy does not generate
20 uniform practices."). Accordingly, Plaintiffs' Conservative Model applied a 75% discount to the rest
21 break claim. Plaintiffs estimated the range of potential outcomes for this claim ranged from \$200,047.20
22 to approximately \$800,188.80.

23 (4) Exposure for Unreimbursed Business Expenses

24 35. Plaintiff alleged that Defendant required the Class Members to use their personal tools,
25 cell phones, and vehicles as a result of and in furtherance of their job duties but were not reimbursed by
26 Defendants. California employers who require employees to incur personal business expenses for work
27 purposes must reimburse the employee for the cost incurred. (*See* Cal. Lab. Code § 2802(a), providing
28 that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred

1 by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
2 to the directions of the employer....”). Plaintiffs’ expert estimated a reasonable \$15 monthly
3 reimbursement rate for Class Members for the use of their personal tools, cell phones, and vehicles.

4 36. Again, Defendants denied any liability for this claim. Defendants argued, among other
5 things, that on the rare occasion where employees did incur business expenses, these expenses were
6 fully reimbursed. Defendants further argued that Class Members who provided their own tools were
7 paid at least twice minimum wage. This claim was heavily discounted based on Defendants’ defenses.
8 Plaintiffs estimated Defendants’ exposure for this claim ranged from \$25,548.75 to approximately
9 \$534,850.

10 (5) Exposure for Wage Statement Violations

11 37. Plaintiffs also alleged that Defendants failed to furnish their employees with accurate
12 itemized wage statements. Specifically, Plaintiffs allege that as a result of Defendants’ failure to provide
13 meal and rest periods as required by the California Labor Code, Plaintiffs and other Class Members are
14 entitled to derivative wage statement penalties. (See *Naranjo v. Spectrum Security Services* (2022) 13
15 Cal. 5th 93 (concluding that meal premiums are “wages” entitling employees to derivative wage
16 statement penalties). Further, Defendant argued that even if it failed to furnish accurate wage
17 statements, Plaintiff could not establish the injury requirement on a class-wide basis. As a result,
18 Plaintiff discounted this claim 50% to account for this risk. Plaintiff estimated that Defendant’s
19 exposure on this claim ranged between \$133,712.50 and \$534,850.00.

20 (6) Exposure for Waiting Time Penalties

21 38. Plaintiffs also alleged that the Defendants’ labor code violations resulted in derivative
22 liability for waiting time penalties. Although these *penalties* represented Defendants’ largest dollar
23 amount of exposure, this is Plaintiffs’ most uncertain claim. Specifically, Defendants argued that
24 Plaintiffs could not prove the “willful” prong needed to obtain waiting time penalties under Labor Code
25 section 203. Notwithstanding the uncertain nature of the claims, Class Counsel’s Conservative Model
26 discounted the waiting time penalty claim by 90% and estimated Defendants’ exposure for these claims
27 ranged between \$112,929.80 and \$1,129,298.00.

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1 (5) Defendant's PAGA Exposure

2 39. In all, Class Counsel projected Defendants' liability exposure for PAGA claims ranged
3 between \$27,125 ("Conservative Model") and \$1,639,700 ("Aggressive Model") if successful at trial.

4 40. At the time of mediation there were approximately 153 Aggrieved Employees who
5 worked approximately 5,425 pay periods during the PAGA Period.

6 41. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$50,000 which
7 is 5.26% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA
8 Payment. Seventy-Five percent (75%) of the PAGA Payment (\$37,500.00) will be paid to the LWDA
9 ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment (\$12,500.00)
10 will be distributed to the Aggrieved Employees, which is within the range of PAGA Payment approved
11 by courts and should be approved.

12 42. In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each
13 of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
14 LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot
15 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
16 Code by the defendant."). Here, Plaintiffs would need to prove that each Aggrieved Employee suffered
17 a violation for each pay period the employee worked. Again, Defendants raised several defenses that
18 presented serious threats to the claims of the Plaintiffs and the Aggrieved Employees. In addition to
19 those arguments discussed *supra*, Defendants also argued that the Court of Appeals decision in *Cacho*
20 *v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiffs' claims, on liability, value, and
21 manageability as to the rest period claims.

22 **C. Inherent Risks of Continued Litigation Support Preliminary Approval**

23 43. With respect to the most immediate challenge, i.e., class certification, the risks attendant
24 to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009)
25 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's denial of class
26 certification because employees' declarations attesting to having taken meal and rest breaks
27 demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy*
28 *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification

1 of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*
2 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest
3 period claims based on the predominance of individual issues).

4 44. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
5 issue of Defendant's liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
6 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs
7 in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,
8 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
9 individualized questions of fact not susceptible to class treatment.").

10 45. Finally, even if a class is certified and Defendants are found liable for the class claims
11 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiffs and
12 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*
13 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded
14 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
15 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
16 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

17 46. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
18 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
19 factor favoring settlement.

20 47. Finally, continuing to litigate this action would require continued and extensive resources
21 coupled with significant Court time to proceed through trial and post-trial motions; which can often
22 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
23 extensive expert testimony, particularly with regard to damages. But even if Plaintiffs are successful at
24 trial, Plaintiffs are acutely aware that a judgment does not end the litigation. Plaintiffs fully expect that
25 Defendants would appeal any favorable judgment.

26 48. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$950,000.00 that
27 is roughly between 24.21% ("Aggressive Model") and 87.17% ("Conservative Model") of Defendants'
28 maximum class wide liability exposure for damages and statutory penalties. Given the settlement

1 amount here, as compared to potential value of the claims, offset by the various inherent risks to
2 continued litigation, the settlement is fair and reasonable.

3 **D. Proposed Notice Informs the Class About the Case and Settlement**

4 49. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
5 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
6 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
7 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the procedure, and time
8 period within which to requests for exclusions or objections to the Settlement, the date for the final
9 approval hearing, the formula used to calculate settlement payments, and the terms and scope of the
10 Released Class Claims. The Parties negotiated this method to ensure delivering the most reasonable
11 method of notice to the Class Members while ensuring cost effective administration of the Settlement.

12 **E. The Court Should Preliminarily Approve the Enhancement Award**

13 50. The Settlement provides for a Service Awards of \$10,000.00 to each Plaintiff. The
14 Service Awards are fair and reasonable compensation for the Plaintiffs' efforts bringing the action,
15 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on
16 the status of their case and the strategies for prosecuting the claims, and reviewing the proposed
17 Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class.

18 51. Class Counsel on behalf of Plaintiffs will file a formal motion for the negotiated Service
19 Awards once preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the
20 above showing is sufficient for preliminary approval of the negotiated Service Awards.

21 **F. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

22 52. Class Counsel took this matter on a contingency fee basis and invested significant time
23 and expense successfully prosecuting Plaintiffs' claims. As discussed *supra*, the estimated average
24 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class
25 Members. Considering the positive outcome for the Class Members, and in light of the supporting
26 authority, the proposed Class Counsel Award payment is fair and reasonable.

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1 53. Plaintiffs will file a formal motion for the negotiated Class Counsel Award once
2 preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the above showing
3 is sufficient for preliminary approval of the negotiated attorneys' fees.

4 **G. The Court Should Provisionally Certify the Settlement Class**

5 54. For Settlement, Plaintiffs contend, and Defendants do not dispute, that provisional
6 certification of the Class is appropriate.

7 55. Because all Class Members are Defendants' current and former employees, the class is
8 readily ascertainable from Defendants' regular business records, i.e., payroll records.

9 56. The statutes relating to each of Plaintiffs' claims apply with equal force and effect to the
10 entire Settlement Class. Factually, Defendants' policies and practices apply class-wide and Defendants'
11 liability can be determined by facts common to all members of the class. The wage and hour issues are
12 both numerous and substantial, and a class action is the most advantageous method of dealing with the
13 claims of the Settlement Class.

14 57. Plaintiffs' wage and hour claims are typical of the proposed Settlement Class because
15 they arise from the same factual basis and are based on the same legal theories applicable to the other
16 Class Members. Likewise, Plaintiffs' interests are entirely coextensive with the interests of the
17 Settlement Class. Plaintiffs allege that they were injured by the same company-wide practices to which
18 the proposed Class Members were subject to and seek the same relief. Plaintiffs have already
19 demonstrated their ability to advocate for the interests of the Class Member by initiating this litigation,
20 undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

21 58. Additionally, Plaintiffs are represented by competent Class Counsel who have extensive
22 experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued,
23 certified, and gained state court settlement approval of the same class-wide causes of action that are at
24 issue in this case. Class Counsel's wage and hour class action experience establishes that they are well
25 qualified to represent the interests of this Class.

26 59. A class action is superior to a multitude of individual lawsuits. Given the size and amount
27 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
28 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each

1 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
2 adjudication.

3 **H. Class Counsel's Experience**

4 60. Plaintiffs, the Settlement Class Members and the Aggrieved Employees are represented
5 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
6 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees throughout
7 California in wage and hour class actions and PAGA actions. The Firm currently consists of myself,
8 Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney),
9 Perssia Razma, Esq. (Associate Attorney), John L. Nitti, Esq. (Associate Attorney), Tesla Stone (Senior
10 Paralegal and Office Manager), Jennifer Heming (Paralegal), and Andrew Ward (Legal Assistant).

11 61. I am qualified to represent the Plaintiffs, the State of California, and the Aggrieved
12 Employees. I have extensive experience with wage and hour class and representative actions litigation
13 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
14 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "4."** Some of the
15 major cases the Firm has undertaken are also set forth in **Exhibit "4"**.

16 62. I have represented consumers and employees in California class actions, and complex
17 multi-party product liability actions exclusively for more than 17 years. I have been practicing as a
18 plaintiffs' civil litigation attorney since April 2007.

19 63. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
20 favorable verdict for the firm's clients.

21 64. Finally, I have published appellate experience in *William Blanchette et al., v. The*
22 *Superior Court of Imperial County, (GHA Enterprises)* (2017) 8 Cal.App.5th 521, and *Duran v.*
23 *EmployBridge Holding Company, LLC* (2023) 92 Cal.App.5th 59.

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65. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.) Further, I was named a 2025 Thompson Reuters Super Lawyer in Employment Law.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 16th day of January 2025, at San Diego, California.

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com

Attorneys for Plaintiff

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,
Plaintiff,

v.

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

Defendants.

Case No.: CIVSB2305464

[Action Filed March 1, 2023]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

This Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims is entered into by and between Plaintiff RODOLFO GARCIA (“Plaintiff Garcia”) and Plaintiff ADRIAN CASTRO (“Plaintiff Castro”) (hereinafter, collectively, “Plaintiffs”), individually, on behalf of themselves and on behalf of all persons similarly situated, and Defendants CONVERGEONE, INC., and AAA NETWORK SOLUTIONS, INC. (hereinafter “Defendants”) (together the “Parties”):

I. DEFINITIONS

- A. “Action” shall mean all causes of action, claims, and allegations in the putative class action lawsuits *Garcia v. ConvergeOne, Inc. et al.*, that was filed in Orange County Superior Court with the Case No. 30-2023-01336727-CU-OE-CXC (“the *Garcia* Action”), and *Adrian Castro v. ConvergeOne, Inc.*, which was filed in San Bernardino County Superior Court Case No. CIVSB2305464 (“the *Castro* Action). The *Garcia* Action collectively with the *Castro* Action shall be referred to as the “Actions.”
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims.
- C. “Aggrieved Employees” means all non-exempt employees employed by Defendant ConvergeOne, Inc, and Defendant AAA Network Solutions, Inc. in California at any time during the period July 17, 2022, to July 11, 2024.
- D. “Aggrieved Employee Payment” shall mean the Aggrieved Employees’ pro-rata share of the twenty-five percent (25%) portion of the PAGA Payment (\$12,500) allocated and distributed to the Aggrieved Employees.
- E. “Claims Administration Expenses” shall mean the amount that the Court authorizes to be paid to the Settlement Administrator for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$6,500.00.
- F. “Class” or the “Class Members” means all non-exempt employees employed by defendants ConvergeOne, Inc and defendant AAA Network Solutions, Inc. in California at any time during the period beginning July 17, 2019, to July 11, 2024.

- 1 G. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
2 Shani Zakay, Esq. of Zakay Law Group, APLC, and Michael Gould of Gould Law
3 Firm.
- 4 H. “Class Counsel Award” means the award of fees and expenses that the Court
5 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs
6 and the Class in the Action, consisting of attorneys’ fees currently not to exceed one-
7 third of the Gross Settlement Amount currently estimated to be \$316,666.66 out of
8 \$950,000.00, plus costs and expenses in the amount up to \$30,000.00. Class
9 Counsel’s award for attorneys’ fees will be divided equally between Class Counsel
10 (45% to JCL Law Firm, APC; 45% to Zakay Law Group, APLC; and 10% to The
11 Gould Law Firm).
- 12 I. “Class Data” means information regarding Class Members that Defendants will in
13 good faith compile from their records and provide to the Settlement Administrator. It
14 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
15 Member’s full name; last known address; Social Security Number; start dates and end
16 dates of employment.
- 17 J. “Class Period” means the period from July 17, 2019, to July 11, 2024.
- 18 K. “Class Representatives” shall mean Rodolfo Garcia and Adrian Castro.
- 19 L. “Court” means the Superior Court for the State of California, County of San
20 Bernardino.
- 21 M. “Defendants” shall mean defendant ConvergeOne, Inc, and defendant AAA Network
22 Solutions, Inc.
- 23 N. “Effective Date” means the date upon which all of the following have occurred: (i)
24 the Court grants final approval of the settlement and; (ii) the Court’s judgment
25 approving the Settlement becomes Final. Final shall mean the latest of: (i) if there is
26 an appeal of the Court’s judgment, the date the judgment is affirmed on appeal, the
27 date of dismissal of such appeal, or the expiration of the time to file a petition for

1 review with any appellate court that has jurisdiction; or (ii) if a petition for review is
2 filed, the date of denial of the petition or the date the Court's judgment is entered,
3 pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time
4 for filing or noticing any appeal of the Court's judgment. If a timely objection to the
5 Settlement is filed (including an objection from the LWDA), the Effective Date shall
6 be the later of: (a) the date on which the time for all appeals relating to objections to
7 the Settlement and the Final Approval Order has expired; or (b) if an appeal, review,
8 or writ is sought, the date on which the highest reviewing court renders its decision
9 denying any petition (were the immediately lower court affirmed the judgment) or
10 affirming the judgment.

11 O. "Funding Date" shall be ninety (90) days after the Court enters an order of final
12 approval of the settlement, or October 15, 2025, whichever is later, and is the date by
13 which Defendants have fully funded the Gross Settlement Amount to the Claims
14 Administrator in accord with the terms of this Agreement.

15 P. "Gross Settlement Amount" means Nine Hundred Fifty Thousand Dollars and Zero
16 Cents (\$950,000.00) that Defendants must pay into the QSF in connection with this
17 Settlement, inclusive of the sum of Individual Settlement Payments, Claims
18 Administration Expenses, Class Counsel Award, Service Awards, and the PAGA
19 Payment and *exclusive* of the employer's share of payroll tax, if any, triggered by any
20 payment under this Settlement.

21 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
22 Amount to each Settlement Class Member and excludes any amounts distributed to
23 Aggrieved Employees pursuant to PAGA.

24 R. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
25 (\$37,500) allocated to the California Labor and Workforce Development Agency.

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- 1 S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
2 Counsel Award, Service Awards, PAGA Payment, and Claims Administration
3 Expenses.
- 4 T. “Notice Packet” means the Class Notice to be provided to the Class Members by the
5 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
6 than formatting changes to facilitate printing by the Settlement Administrator).
- 7 U. “Operative Complaint” shall mean the First Amended Complaint to be filed in the
8 *Castro* Action, which adds Plaintiff Garcia and his related claims to the *Castro*
9 Action.
- 10 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code § 2698 *et seq.*
- 12 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
13 that each Aggrieved Employee worked for Defendants divided by the sum total of the
14 Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA
15 Period.
- 16 X. “PAGA Payment” shall mean Fifty Thousand Dollars and Zero Cents (\$50,000.00)
17 to be allocated from the Gross Settlement Amount, with 25% of the payment
18 (\$12,500.00) going to the Aggrieved Employees (“Aggrieved Employee Payment”)
19 and 75% of the payment (\$37,500.00) going to the LWDA (“LWDA Payment”). The
20 amount of the PAGA Payment is subject to Court approval pursuant to California
21 Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to
22 increase the PAGA Payment will not constitute grounds by either party to void this
23 Agreement, so long as the Gross Settlement Amount remains the same.
- 24 Y. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
25 Employee Payment, as defined herein, means the number of pay periods of
26 employment during the PAGA Period that each Aggrieved Employee worked for
27 Defendants in California.

- 1 Z. “PAGA Period” means the period from July 17, 2022 to July 11, 2024.
- 2 AA. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean either
- 3 Plaintiffs or Defendants, individually.
- 4 BB. “Payment Ratio” means the respective Workweeks for each Class Member divided
- 5 by the sum total of Workweeks for all Class Members.
- 6 CC. “Plaintiffs” shall mean Rodolfo Garcia and Adrian Castro.
- 7 DD. “QSF” means the Qualified Settlement Fund established, designated, and maintained
- 8 by the Settlement Administrator to fund the Gross Settlement Amount.
- 9 EE. “Released Class Claims” shall mean all claims alleged or that could have reasonably
- 10 been alleged based upon the facts alleged in the Operative Complaint in the Action
- 11 which arose during the Class Period. Class Members do not release any claims that
- 12 cannot be released by law, including, without limitation, claims for vested benefits,
- 13 wrongful termination, violation of the Fair Employment and Housing Act,
- 14 unemployment insurance, disability, social security, workers’ compensation, or
- 15 claims based on facts occurring outside the Class Period.
- 16 FF. “Released PAGA Claims” shall mean all claims for PAGA penalties alleged or could
- 17 have reasonably been alleged based on the facts alleged in the Operative Complaint
- 18 and Plaintiffs’ notice to the LWDA, which arose during the PAGA Period.
- 19 GG. “Released Parties” shall mean Defendants and any of their past, present, and future
- 20 direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well
- 21 as each of their past, present, and future officers, directors, employees, partners,
- 22 members, shareholders and agents, attorneys, insurers, reinsurers, and any individual
- 23 or entity which could be jointly liable with Defendants.
- 24 HH. “Response Deadline” means the date forty-five (45) calendar days after the Settlement
- 25 Administrator first mails Notice Packets to Class Members and the last date on which
- 26 Class Members may submit requests for exclusion or objections to the Settlement.

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1 II. "Service Awards" mean an awards in the amount of \$10,000.00 to each Plaintiff, or
2 in an amount that the Court authorizes to be paid to the Class Representatives, in
3 addition to their Individual Settlement Payment and their individual Aggrieved
4 Employee Payment, in recognition of their efforts and risks in assisting with the
5 prosecution of the Action.

6 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

7 KK. "Settlement Administrator" means Apex Class Action LLC, 18 Technology Drive,
8 Suite 164 Irvine, CA 92618; Tel: 1-800-355-0700. The Settlement Administrator
9 establishes, designates and maintains, as a QSF under Internal Revenue Code section
10 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
11 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
12 Class Members. The Settlement Administrator shall maintain the funds until
13 distribution in an account(s) segregated from the assets of Defendants and any person
14 related to Defendants. *All accrued interest shall be paid and distributed to the*
15 *Settlement Class Members as part of their respective Individual Settlement*
16 *Payment.*

17 LL. "Settlement Class Members" or "Settlement Class" means all Class Members who
18 have not submitted a timely and valid request for exclusion as provided in this
19 Agreement.

20 MM. "Workweeks," or "Workweek" as used herein shall, mean a period of seven (7)
21 consecutive days beginning on Sunday and ending on Saturday, in which a Class
22 Member or Aggrieved Employee was employed by Defendants in California.

23 **II. RECITALS**

24 A. On October 13, 2022, Plaintiff Castro filed a Notice of Violations with the Labor and
25 Workforce Development Agency (LWDA) and served the same on Defendants.

26 B. On March 1, 2023, Plaintiff Castro filed the *Castro* Action, alleging a single cause of
27 action for violations of PAGA.

- 1 C. On July 17, 2023, Plaintiff Garcia filed the *Garcia* Action, alleging claims for:
- 2 1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
- 3 2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197
- 4 & 1197.1;
- 5 3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;
- 6 4. Failure to provide required meal periods in violation of Cal. Lab. Code §§
- 7 226.7 & 512 and the applicable IWC Wage Order;
- 8 5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7
- 9 & 512 and the applicable IWC Wage Order;
- 10 6. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202
- 11 and 203;
- 12 7. Failure to provide accurate itemized statements in violation of Cal. Lab. Code
- 13 § 226; and
- 14 8. Failure to reimburse employees for required expenses in violation of Cal. Lab.
- 15 Code § 2802;
- 16 D. On July 17, 2023, Plaintiff Garcia filed a Notice of Violations with the Labor and
- 17 Workforce Development Agency (LWDA) and served the same on Defendants.
- 18 E. On October 2, 2023, Plaintiff Garcia filed a First Amended Complaint (“FAC”)
- 19 alleging an additional cause of action for violations of the Private Attorneys General
- 20 Act.
- 21 F. On November 14, 2023, Defendant filed a Notice of Related Case, connecting the
- 22 *Castro* Action and to *Garcia* Action.
- 23 G. On October 24, 2024, the Parties stipulated to the filing of a First Amended Complaint
- 24 in the *Castro* Action for purposes of addition Plaintiff Garcia as a named plaintiff.
- 25 H. The Class Representatives believe they have meritorious claims based on alleged
- 26 violations of the California Labor Code, and the Industrial Welfare Commission
- 27 Wage Orders, and that class certification is appropriate because the prerequisites for
- 28

1 class certification can be satisfied in the Action, and this action is manageable as a
2 PAGA representative action.

3 I. Defendants deny any liability or wrongdoing of any kind associated with the claims
4 alleged in the Action, dispute any wages, damages and penalties claimed by the Class
5 Representatives are owed, and further contend that, for any purpose other than
6 settlement, the Action is not appropriate for class or representative action treatment.
7 Defendants contend, among other things, that at all times they complied with the
8 California Labor Code and the Industrial Welfare Commission Wage Orders.

9 J. The Class Representatives are represented by Class Counsel. Class Counsel
10 investigated the facts relevant to the Action, including conducting an independent
11 investigation as to the allegations, reviewing documents and information exchanged
12 through informal discovery, and reviewing documents and information provided by
13 Defendants pursuant to informal requests for information to prepare for mediation.
14 Defendants produced for the purpose of settlement negotiations certain employment
15 data concerning the Settlement Class, which Class Counsel reviewed and analyzed
16 with the assistance of an expert. Based on their own independent investigation and
17 evaluation, Class Counsel are of the opinion that the Settlement with Defendants is
18 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
19 considering all known facts and circumstances, including the risks of significant
20 delay, defenses asserted by Defendants, uncertainties regarding class certification,
21 and numerous potential appellate issues.

22 K. On July 11, 2024, the Parties participated in mediation presided over by Steve
23 Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions.
24 The mediation concluded with a settlement, which was subsequently memorialized in
25 the form of a Memorandum of Understanding.

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1 L. This Agreement replaces and supersedes the Memorandum of Understanding and any
2 other agreements, understandings, or representations between the Parties. This
3 Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or will be construed as an admission by
5 Defendants that the claims in the Action of Plaintiffs or the Class Members have merit
6 or that Defendants bear any liability to Plaintiffs or the Class on those claims or any
7 other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action
8 have merit.

9 M. The Parties believe that the Settlement is fair, reasonable and adequate. The
10 Settlement was arrived at through arm's-length negotiations, taking into account all
11 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
12 attendant to continuing the Action through trial and any appeal. Accordingly, the
13 Parties desire to settle, compromise and discharge all disputes and claims arising from
14 or relating to the Action fully, finally, and forever.

15 N. The Parties agree to certification of the Class for purposes of this Settlement only. If
16 for any reason the settlement does not become effective, Defendants reserve the right
17 to contest certification of any class for any reason and reserve all available defenses
18 to the claims in the Action.

19 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

20 **III. TERMS OF AGREEMENT**

21 A. Consideration.

- 22 1. Payment by Defendants. The Parties agree that, in consideration for a full and
23 complete settlement of the Actions and the releases set forth in this Settlement,
24 Defendants will pay Nine Hundred Fifty Thousand Dollars and Zero Cents
25 (\$950,000.00) (the "Gross Settlement Amount"). The Gross Settlement
26 Amount is the maximum amount that will be paid by Defendants (except as
27 provided in this section III.A.5) and includes the Individual Settlement

1 Payments, the Service Awards, the Class Counsel Award, PAGA Payment
2 and the Claims Administration Expenses. Defendants shall separately pay the
3 employer's share of applicable payroll taxes. The Parties agree that this is a
4 non-reversionary Settlement and that no portion of the Gross Settlement
5 Amount shall revert to Defendants.

6 2. Release by the Settlement Class Members. Upon entry of final judgment and
7 funding of the Gross Settlement Amount, in exchange for the consideration
8 set forth in this Agreement, Plaintiffs and the Settlement Class Members, for
9 themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries,
10 devisees, legatees, executors, administrators, trustees, conservators,
11 guardians, assigns, and representatives, will forever completely release and
12 discharge the release the Released Parties from the Released Class Claims for
13 the Class Period.

14 a) Each Settlement Class Member will be deemed to have made the
15 foregoing Release as if they had manually signed it.

16 b) The Parties intend that the releases described in this Agreement will
17 release and preclude any claim, whether by lawsuit, administrative
18 claim or action (except for administrative claims that cannot be
19 released as a matter of law), arbitration, demand, or other action of any
20 kind, by each and all of the Settlement Class Member to obtain a
21 recovery based on, and/or arising out of any and all of the Released
22 Class Claims including, without limitation, claims that were alleged,
23 or reasonably could have been alleged, based on the facts of the
24 operative complaint. The Settlement Class Members shall be notified
25 of the scope of this release in the Notice. This paragraph does not apply
26 to any Settlement Class Member who timely and validly opts out of
27 the Settlement.

1 c) The Settlement Class Members acknowledge and agree that the claims
2 for unpaid wages and unreimbursed expenses in the Action, inaccurate
3 wage statements, and untimely payment of wages in the Action, are
4 disputed and that the payments set forth herein constitute payment of
5 all sums allegedly due to them. Class Representatives, on behalf of
6 themselves and the Participating Settlement Class Members,
7 acknowledge and agree that California Labor Code Section 206.5 does
8 not apply. Section 206.5 provides in pertinent part as follows:
9 An employer shall not require the execution of any release of any
10 claim or right on account of wages due, or to become due, or made as
11 an advance on wages to be earned unless payment of those wages has
12 been made.

13 3. Release by the Aggrieved Employees. Upon entry of final judgment and
14 funding of the Gross Settlement Amount, in exchange for the consideration
15 set forth in this Agreement, the LWDA, the State of California, the Plaintiffs
16 and the Aggrieved Employees, for themselves and their estates, trusts,
17 attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
18 administrators, trustees, conservators, guardians, assigns, and representatives,
19 will release the Released Parties from the Released PAGA Claims for the
20 PAGA Period. As a result of this release, the Aggrieved Employees shall be
21 precluded from bringing claims against Defendants for the Released PAGA
22 Claims.

23 a) Each Aggrieved Employee will be deemed to have made the foregoing
24 Release as if they had manually signed it.

25 b) The Parties intend that the releases described in this Agreement will
26 release and preclude any claim, whether by lawsuit, administrative
27 claim or action, arbitration, demand, or other action of any kind, by

1 each and all of the Aggrieved Employee to obtain a recovery based on,
2 and/or arising out of any and all of the Released PAGA Claims
3 including, without limitation, claims that were alleged, or reasonably
4 could have been alleged, based on the facts of the operative complaint.
5 The Aggrieved Employee shall be notified of the scope of this release
6 in the Notice.

- 7 4. General Release by Class Representatives. As of the Funding Date, for the
8 consideration set forth in this Agreement, Class Representatives, for
9 themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries,
10 devisees, legatees, executors, administrators, trustees, conservators,
11 guardians, assigns, and representatives, will waive, release, acquit and forever
12 discharge the Released Parties from any and all claims, known or unknown.
13 Class Representatives waive all rights and benefits afforded by section 1542
14 of the Civil Code. Section 1542 provides:

15
16 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS***
17 ***THAT THE CREDITOR OR RELEASING PARTY DOES NOT***
18 ***KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT***
19 ***THE TIME OF EXECUTING THE RELEASE AND THAT, IF***
20 ***KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY***
21 ***AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
22 ***OR RELEASED PARTY.***

23
24 Thus, notwithstanding the provisions of section 1542, and to implement a full
25 and complete release and discharge of the Released Parties, Class
26 Representatives expressly acknowledge this Settlement Agreement is
27 intended to include in its effect, without limitation, all claims Class

Representatives do not know or suspect to exist in Class Representatives' favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Class Representatives warrant that Class Representatives have read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Class Representatives have consulted with or had the opportunity to consult with counsel of Class Representatives' choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiffs understand this Settlement Agreement and the section 1542 waiver, and so Class Representatives freely and knowingly enter into this Settlement Agreement. Class Representatives further acknowledge that Class Representatives later may discover facts different from or in addition to those Class Representatives now know or believe to be true regarding the matters released or described in this Settlement Agreement, and even so Class Representatives agree that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Class Representatives expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Class Representatives relating thereto.

5. Class Size. Defendants estimate that the Settlement Class was comprised of 250 individuals who collectively worked approximately 31,473 workweeks ("Projected Workweeks") during the Class Period. One week prior to Class Representatives' deadline to file his Motion for Preliminary Approval of the Settlement, Defendants shall confirm the number of Class Members and the number of Workweeks. If the actual number of Workweeks worked during

1 the Class Period exceeds the above number by more than 10%, then
2 Defendants shall, at their option, either (a) increase the GSA proportionally
3 by the workweeks in excess of 31,473 multiplied by the workweek value; or
4 (b) cap the Class Period as of the date that the 10% of workweeks is exceeded.
5 In the event Defendants choose option (a) to increase the GSA, the workweek
6 value shall be calculated by dividing the GSA by 31,473. The Parties agree
7 that the workweek value amounts to and the settlement amounts to \$30.18 per
8 workweek (\$950,000.00 / 31,473 workweeks). Thus, for example, should
9 there be 35,473 workweeks in the Class Period, then the GSA shall be
10 increased by \$120,720.00. (35,473 workweeks – 31,473 workweeks) x
11 \$30.18/workweek.

12 6. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
13 into the QSF by the Funding Date. Any interest that accrues will be added to
14 the NSA and will be distributed pro rata to the Settlement Class Members and
15 Aggrieved Employees. If no funds are distributed (e.g., because final approval
16 is reversed on appeal) then Defendants are entitled to prompt return of the
17 principal and all interest accrued.

18 B. Nullification of Settlement Agreement. If a) Defendants fail to fully fund the Gross
19 Settlement Amount, b) the number of putative class members opting out of the
20 settlement represents a figure of 10% or more workweeks (i.e., the workweeks opting
21 out of the settlement meets or exceeds 3,147 workweeks), or c) Defendants are unable
22 to obtain the releases set forth above because, *inter alia*, the Court denies the motion
23 for preliminary or final approval of the Settlement Agreement, or if the Court's order
24 granting approval is reversed, withdrawn or modified, then:

25 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
26 and shall not be admissible in any judicial, administrative or arbitral
27

proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

4. If the Agreement is nullified due to Defendants' failure to fully fund the Gross Settlement Amount, then Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification. If the Agreement is nullified for any other reason, both Parties shall equally bear the responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

C. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Settlement Class for purposes of settlement only.

D. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Defendants' share of payroll taxes will be paid by Defendants separate from and in addition to the GSA.

E. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision

1 of this Agreement, and no written communication or disclosure between or among the
2 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
3 such communication or disclosure constitute or be construed or be relied upon as, tax
4 advice within the meaning of United States Treasury Department circular 230 (31 CFR
5 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
6 her or its own, independent legal and tax counsel for advice (including tax advice) in
7 connection with this Agreement, (b) has not entered into this Agreement based upon
8 the recommendation of any other Party or any attorney or advisor to any other Party,
9 and (c) is not entitled to rely upon any communication or disclosure by any attorney
10 or adviser to any other party to avoid any tax penalty that may be imposed on the
11 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
12 any limitation that protects the confidentiality of any such attorney's or adviser's tax
13 strategies (regardless of whether such limitation is legally binding) upon disclosure by
14 the acknowledging party of the tax treatment or tax structure of any transaction,
15 including any transaction contemplated by this Agreement.

16 F. Preliminary Approval Motion. No later than 45 days after this Settlement Agreement
17 is fully executed, Plaintiffs shall file with the Court a Motion for Order Granting
18 Preliminary Approval and supporting papers, which shall include this Settlement
19 Agreement. Plaintiffs will provide Defendants with a draft of the Motion at least three
20 (3) business days prior to the filing of the Motion to give Defendants an opportunity
21 to propose changes or additions to the Motion.

22 G. Settlement Administrator. The Settlement Administrator shall perform all duties
23 related to the administration of the Settlement as described in this Agreement
24 including, without limitation, establishing and administering the QSF; calculating,
25 processing and mailing payments to the Class Representatives, Class Counsel, LWDA
26 Aggrieved Employees and Class Members; printing and mailing the Notice Packets to
27 the Class Members and Aggrieved Employees as directed by the Court; receiving and

1 reporting the objections and requests for exclusion; calculating, deducting and
2 remitting all legally required taxes from Individual Settlement Payments and
3 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
4 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
5 individual shares of the Aggrieved Employee Payment; processing and mailing tax
6 payments to the appropriate state and federal taxing authorities; providing
7 declaration(s) as necessary in support of preliminary and/or final approval of this
8 Settlement; and other tasks as the Parties mutually agree or the Court orders the
9 Settlement Administrator to perform. The Settlement Administrator shall keep the
10 Parties timely apprised of the performance of all Settlement Administrator
11 responsibilities by among other things, sending a weekly status report to the Parties'
12 counsel stating the date of the mailing, the of number of Elections Not to Participate
13 in Settlement it receives (including the numbers of valid and deficient), and number of
14 objections received.

15 H. Notice Procedure.

- 16 1. Class Data. No later than ten (10) business days after Defendant receives
17 notice of an order granting preliminary approval of this Settlement,
18 Defendants shall provide the Settlement Administrator with the Class Data for
19 purposes of preparing and mailing Notice Packets to the Class Members. The
20 Class Data will be presumed to be correct unless a particular Class Member
21 proves otherwise to the Settlement Administrator by credible written
22 evidence. All Workweek disputes will be resolved and decided by the
23 Settlement Administrator, and the Settlement Administrator's decision on all
24 Workweek disputes is final and non-appealable. The Class Data provided to
25 the Settlement Administrator will not be provided to Class Counsel, and it will
26 remain confidential; it shall be used solely to administer the Settlement, and
27 it will not be used or disclosed to anyone except as required by applicable tax

1 authorities, pursuant to Defendant's express written consent, or by order of
2 the Court.

3 2. Notice Packets.

4 a) The Notice Packet shall contain the Notice of Class Action Settlement
5 in a form substantially similar to **Exhibit A**. The Notice of Class
6 Action Settlement shall inform Class Members and Aggrieved
7 Employees that they need not do anything in order to receive their
8 payment and to keep the Settlement Administrator apprised of any
9 changes to their mailing address. The Notice of Class Action
10 Settlement shall set forth the scope of the release. Each Notice shall
11 state the number of Workweeks and PAGA Pay Periods, if any, and
12 the estimated amount of their Individual Settlement Payment and each
13 Aggrieved Employee's individual share of the Aggrieved Employee
14 Payment, if any. The Settlement Administrator shall use the Class
15 Data to determine the number of Workweeks and PAGA Pay Periods.
16 The Notice will also advise the Aggrieved Employees that they will
17 release the Released PAGA Claims and will receive their share of the
18 Aggrieved Employee Payment regardless of whether they request to
19 be excluded from the Settlement.

20 b) The Notice Packet's mailing envelope shall include the following
21 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
22 ENTITLED TO PARTICIPATE IN A CLASS ACTION
23 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
24 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
25 NOTICE."
26

27 ///

- 1 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
2 Settlement Administrator will perform a search based on the National Change
3 of Address Database to update and correct any known or identifiable address
4 changes. No later than twenty-one (21) calendar days after preliminary
5 approval of the Settlement, the Settlement Administrator shall mail copies of
6 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
7 Settlement Administrator shall exercise its best judgment to determine the
8 current mailing address for each Class Member. The address identified by the
9 Settlement Administrator as the current mailing address shall be presumed to
10 be the best mailing address for each Class Member.
- 11 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be
13 re-mailed to any forwarding address provided. If no forwarding address is
14 provided, the Settlement Administrator shall promptly attempt to determine a
15 correct address by lawful use of skip-tracing, or other search using the name,
16 address and/or Social Security number of the Class Member involved, and
17 shall then perform a re-mailing, if another mailing address is identified by the
18 Settlement Administrator. In addition, if any Notice Packets, which are
19 addressed to Class Members who are currently employed by Defendants, are
20 returned to the Settlement Administrator as non-delivered and no forwarding
21 address is provided, the Settlement Administrator shall notify Defendants.
22 Defendants will request that the currently employed Class Member provide a
23 corrected address and transmit to the Administrator any corrected address
24 provided by the Class Member. Class Members who received a re-mailed
25 Notice Packet shall have their Response Deadline extended fifteen (15) days
26 from the original Response Deadline.

27 ///

1 5. Disputes Regarding Individual Settlement Payments. Class Members will
2 have the opportunity to dispute the Class Data by providing documentation
3 and/or an explanation regarding the dispute. If there is a dispute, the
4 Settlement Administrator will consult with the Parties to determine whether
5 an adjustment is warranted. The Settlement Administrator shall determine the
6 eligibility for, and the amounts of, any Individual Settlement Payments under
7 the terms of this Agreement. The Settlement Administrator's determination
8 of the eligibility for and amount of any Individual Settlement Payment shall
9 be binding upon the Class Member and the Parties.

10 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
11 by the Settlement Administrator concerning the administration of the
12 Settlement will be resolved by the Court under the laws of the State of
13 California. Before any such involvement of the Court, counsel for the Parties
14 will confer in good faith to resolve the disputes without the necessity of
15 involving the Court.

16 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
17 Packet shall state that Class Members who wish to exclude themselves from
18 the Settlement must submit a written request for exclusion by the Response
19 Deadline. The written request for exclusion must state that the Class Member
20 wishes to exclude himself or herself from the Settlement and (1) must contain
21 the name, address, and the last four digits of the Social Security number of the
22 person requesting exclusion; (2) must be signed by the Class Member; (3)
23 must be postmarked or fax stamped by the Response Deadline and returned to
24 the Settlement Administrator at the specified address or fax telephone number;
25 and (4) contain a typewritten or handwritten notice stating in substance: "I
26 wish to opt out of the settlement of the class action lawsuit entitled *Castro v.*
27 *ConvergeOne, Inc. et al.*, current pending in San Bernardino County Superior

1 Court, Case No. CIVSB2305464. I understand that by requesting to be
2 excluded from the settlement, I will receive no money from the Settlement
3 described in this Notice.” The request for exclusion will not be valid if it is
4 not timely submitted, if it is not signed by the Class Member, or if it does not
5 contain the name and address and last four digits of the Social Security number
6 of the Class Member. The date of the postmark on the mailing envelope or
7 fax stamp on the request for exclusion shall be the exclusive means used to
8 determine whether the request for exclusion was timely submitted. Any Class
9 Member who requests to be excluded from the Settlement Class will not be
10 entitled to an Individual Settlement Payment and will not be otherwise bound
11 by the terms of the Settlement or have any right to object, appeal or comment
12 thereon. However, any Class Member that submits a timely request for
13 exclusion that is also a member of the Aggrieved Employees will still receive
14 his/her pro rata share of the PAGA Settlement, as specified below, and in
15 consideration, will be bound by the Release by the Aggrieved Employees as
16 set forth herein. Settlement Class Members who fail to submit a valid and
17 timely written request for exclusion on or before the Response Deadline shall
18 be bound by all terms of the Settlement and any final judgment entered in this
19 Action if the Settlement is approved by the Court. No later than fourteen (14)
20 calendar days after the Response Deadline, the Settlement Administrator shall
21 provide counsel for the Parties with a final list of the Class Members who have
22 timely submitted written requests for exclusion. At no time shall any of the
23 Parties or their counsel seek to solicit or otherwise encourage members of the
24 Class to submit requests for exclusion from the Settlement.

- 25 8. Objections. The Notice of Class Action Settlement contained in the Notice
26 Packet shall state that Class Members who wish to object to the Settlement
27 may submit to the Settlement Administrator a written statement of objection

(“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member’s Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court’s permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment. The Parties may file a response to any objections at least five (5) court days before the date of the Final Approval Hearing.

I. Funding and Allocation of the Gross Settlement Amount. Defendants are required to pay the Gross Settlement Amount, plus any employer’s share of payroll taxes either ninety (90) days after the Court enters an order of final approval of the settlement, or October 15, 2025, which ever date is later.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid

pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee's Portion of the PAGA Payment, \$12,500.00 (25% of \$50,000.00), to calculate each Aggrieved Employee's estimated share of the PAGA Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 80% penalties pre-judgment interest ("Penalties and Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be

1 reported on IRS Form W-2 and the Penalty and Interest Portions of the
2 Individual Settlement Payments shall be reported on IRS Form 1099 issued
3 by the Settlement Agreement.

4 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
5 Employee Payments shall be allocated and treated as 100% penalties and shall
6 be reported on IRS Form 1099.

7 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
8 individual shares of the PAGA Payment made to Settlement Class Members
9 and/or Aggrieved Employees under this Settlement Agreement, as well as any
10 other payments made pursuant to this Settlement Agreement, will not be
11 utilized to calculate any additional benefits under any benefit plans to which
12 any Class Members may be eligible, including, but not limited to profit-
13 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
14 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
15 Parties' intention that this Settlement Agreement will not affect any rights,
16 contributions, or amounts to which any Class Members may be entitled under
17 any benefit plans.

18 6. All monies received by Settlement Class Members under the Settlement which
19 are attributable to wages shall constitute income to such Settlement Class
20 Members solely in the year in which such monies actually are received by the
21 Settlement Class Members. It is the intent of the Parties that Individual
22 Settlement Payments and Aggrieved Employee Payments provided for in this
23 Settlement Agreement are the sole payments to be made by Defendants to
24 Settlement Class Members and/or Aggrieved Employees in connection with this
25 Settlement Agreement, with the exception of Plaintiffs, and that the Settlement
26 Class Members and/or Aggrieved Employees are not entitled to any new or
27

1 additional compensation or benefits as a result of having received the Individual
2 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

3 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
4 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
5 and/or Aggrieved Employees' last known mailing address no later than
6 fourteen (14) calendar days after the Funding Date.

7 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
8 Employees shall remain valid and negotiable for one hundred and eighty (180)
9 days from the date of their issuance. If a Settlement Class Member and/or
10 Aggrieved Employee does not cash his or her settlement check within ninety
11 (90) days, the Settlement Administrator will send a letter to such persons,
12 advising that the check will expire after the 180th day, and invite that
13 Settlement Class Member and/or Aggrieved Employee to request reissuance
14 in the event the check was destroyed, lost or misplaced. In the event an
15 Individual Settlement Payment and/or Aggrieved Employee's individual
16 share of the PAGA Payment check has not been cashed within one hundred
17 and eighty (180) days, all funds represented by such uncashed checks, plus
18 any interest accrued thereon, shall be paid to State Controller's Unclaimed
19 Property Fund in the name of the Class Member who did not claim the funds.

20 9. Service Awards. In addition to the Individual Settlement Payment as a
21 Settlement Class Member and their individual shares of the Aggrieved
22 Employee Payment, the Class Representatives will apply to the Court for
23 awards of not more than \$10,000.00 to each Class Representative as the
24 Service Awards. Defendants will not oppose a Service Awards of not more
25 than \$10,000.00 for each Class Representative. The Settlement Administrator
26 shall pay the Service Awards, either in the amount stated herein if approved
27 by the Court or some other amount as approved by the Court, to Class

Representatives from the Gross Settlement Amount no later than fourteen (14) calendar days after the Funding Date. Any portion of the requested Service Awards that is not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Representatives for his Service Awards. Class Representatives shall be solely and legally responsible to pay any and all applicable taxes on his Service Awards and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Awards. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Awards. If the Court reduces or does not approve the requested Service Awards, Class Representatives shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Defendants will not object to Class Counsel filing a motion for Class Counsel Award not to exceed one-third of the Gross Settlement Amount (currently estimated to be \$316,666.66) and attorneys' expenses supported by declaration not to exceed Thirty Thousand Dollars (\$30,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Award that are not awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Class Counsel Award to Class Counsel from the Gross Settlement Amount no later than fourteen (14) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an

1 IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to
2 this paragraph. In the event that the Court reduces or does not approve the
3 requested Class Counsel Award, Plaintiffs and Class Counsel shall not have
4 the right to revoke the Settlement, or to appeal such order, and the Settlement
5 will remain binding.

6 11. PAGA Payment. Fifty Thousand Dollars (\$50,000.00) shall be allocated from
7 the Gross Settlement Amount for settlement of claims for civil penalties under
8 the Private Attorneys General Act of 2004. The Settlement Administrator shall
9 pay seventy-five percent (75%) of the PAGA Payment (\$37,500.00) to the
10 California Labor and Workforce Development Agency no later than fourteen
11 (14) calendar days after the Funding Date. Twenty-five percent (25%) of the
12 PAGA Payment (\$12,500.00) will be distributed to the Aggrieved Employees
13 as described in this Agreement. For purposes of distributing the PAGA
14 Payment to the Aggrieved Employees, each Aggrieved Employee shall
15 receive their pro-rata share of the Aggrieved Employee Payment using the
16 PAGA Payment Ratio as defined above.

17 12. Claims Administration Expenses. The Settlement Administrator shall be paid
18 for the actual costs of administration of the Settlement from the Gross
19 Settlement Amount. The estimate of the Administration Costs is \$6,500.00.
20 The Settlement Administrator shall be paid the Claims Administration
21 Expenses no later than fourteen (14) calendar days after the Funding Date.

22 B. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with
23 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
24 twenty-eight (28) days following the expiration of the Response Deadline, which
25 motion shall request final approval of the Settlement and a determination of the
26 amounts payable for the Service Awards, the Class Counsel Award, the PAGA
27 Payment, and the Claims Administration Expenses. Plaintiffs will provide Defendants

with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

O. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or

1 other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
2 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
3 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
4 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
5 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
6 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense
7 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
8 communication, before the filing of the Motion for Preliminary Approval, any with third party
9 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
10 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
11 communications with Class Members in accordance with Class Counsel's ethical obligations owed
12 to Class Members. By way of this settlement, Class Representatives direct their counsel not to issue
13 any press releases or press statements regarding the Settlement, identify Defendants or Defense
14 Counsel by name in any media including Class Representatives' Counsels' website, or have any
15 communications with the press or media about the Action or the Settlement.

16 P. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action
17 under California Code of Civil Procedure section 664.6 to ensure the continuing
18 implementation of the provisions of this Settlement and that the time within which to
19 bring this Action to trial under California Code of Civil Procedure section 583.310
20 shall be extended from the date of signing of this Agreement by all Parties until the
21 entry of the Final Approval Order and Judgment or if not entered, the date this
22 Agreement shall not longer be of any force or effect.

23 Q. Amendment or Modification. This Agreement may be amended or modified only by
24 a written instrument signed by counsel for all Parties or their successors-in-interest.

25 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
26 Agreement among these Parties, and no oral or written representations, warranties or
27 inducements have been made to any Party concerning this Agreement or its Exhibit

1 other than the representations, warranties and covenants contained and memorialized
2 in this Agreement and its Exhibit.

3 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
4 represent they are expressly authorized by the Parties whom they represent to negotiate
5 this Agreement and to take all appropriate Action required or permitted to be taken by
6 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
7 documents required to effectuate the terms of this Agreement. The persons signing
8 this Agreement on behalf of Defendants represents and warrants that he/she is
9 authorized to sign this Agreement on behalf of Defendants. Plaintiffs represents and
10 warrants that he is authorized to sign this Agreement and that he has not assigned any
11 claim, or part of a claim, covered by this Settlement to a third-party.

12 T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
13 to the benefit of, the successors or assigns of the Parties, as previously defined.

14 U. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
15 shall be governed by and interpreted according to the laws of the State of California.

16 V. Counterparts. This Agreement may be executed in one or more counterparts by
17 facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be
18 accepted as an original. All executed counterparts and each of them shall be deemed
19 to be one and the same instrument provided that counsel for the Parties to this
20 Agreement shall exchange among themselves copies or originals of the signed
21 counterparts. Any executed counterpart will be admissible in evidence to prove the
22 existence and contents of this Agreement.

23 W. Court Filings. The Parties shall not object to any Court filings consistent with this
24 Agreement.

25 X. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement
26 Agreement shall be presented to the mediator Steven Rottman, Esq. for resolution.

27 ///

- 1 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
2 is a fair, adequate and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arms-length negotiations, taking into account all relevant
4 factors, present and potential.
- 5 Z. Notice of Settlement to LWDA. Class Counsel shall provide notice of this Settlement
6 Agreement to the Labor Workforce Development Agency (“LWDA”) as required by
7 Labor Code Section 2699(l)(2).
- 8 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
9 respect to the interpretation, implementation and enforcement of the terms of this
10 Agreement and all orders and judgments entered in connection therewith, and the
11 Parties and their counsel submit to the jurisdiction of the Court for purposes of
12 interpreting, implementing and enforcing the settlement and all orders and judgments
13 entered in connection with this Agreement.
- 14 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
15 the Court shall first attempt to construe the provisions valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this
17 Agreement valid and enforceable.
- 18 CC. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently
19 intend to pursue any claims against the Released Parties, including, but not limited to,
20 any and all claims relating to or arising from Plaintiffs’ employment with Defendants,
21 regardless of whether Class Counsel is currently aware of any facts or legal theories
22 upon which any claims or causes of action could be brought against Released Parties,
23 including those facts or legal theories alleged in the operative complaint in this Action.
24 The Parties further acknowledge, understand and agree that this representation is
25 essential to the Agreement and that this Agreement would not have been entered into
26 were it not for this representation.

27 ///

DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

EE. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear their own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: 10/28/2024

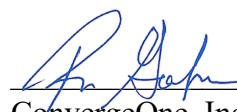

Rodolfo Garcia

DATED: _____

Adrian Castro

IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: November 4, 2024


ConvergeOne, Inc.

Rui Goncalves

Printed Name

Chief Legal Officer

Title

1 DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
2 certification for purposes of this settlement only.

3 EE. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
4 Released Claims have merit and give rise to liability on the part of Defendants.
5 Defendants claim that the Released Claims have no merit and do not give rise to
6 liability. This Agreement is a compromise of disputed claims. Nothing contained in
7 this Agreement and no documents referred to and no action taken to carry out this
8 Agreement may be construed or used as an admission by or against the Defendants or
9 Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other
10 than as may be specifically set forth herein, each Party shall be responsible for and
11 shall bear their own attorney's fees and costs.

12 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

13
14 DATED: 10/28/2024


Rodolfo Garcia (SCT 28, 2024 1:00:38 PM)

Rodolfo Garcia

15
16 DATED: 11/1/24



Adrian Castro

17
18 IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

19
20 DATED: _____

ConvergeOne, Inc.

21
22
23
24 Printed Name

25
26 Title

1
2 DATED: November 4, 2024



AAA Network Solutions, Inc.

3
4
5 Rui Goncalves

6 Printed Name

7 Chief Legal Officer

8 Title

9
10 IT IS SO AGREED AS TO FORM BY COUNSEL:

11
12 DATED: October 28, 2024

JCL LAW FIRM, A.P.C.

13 By: 

Jean-Claude Lapuyade, Esq.

14 Attorneys for Plaintiffs and the Settlement Class
15 Members

16
17 DATED: October 28, 2024

ZAKAY LAW GROUP, APLC

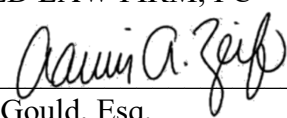
18 By: 

Shani O. Zakay, Esq.

19 Attorneys for Plaintiffs and the Settlement Class
20 Members

21
22 DATED: 11/4/24

THE GOULD LAW FIRM, PC

23 By: 

Michael A. Gould, Esq.

24 Aarin A. Zeif

25 Attorneys for Plaintiffs and the Settlement Class
26 Members

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DATED: November 4, 2024

FISHER & PHILLIPS LLP

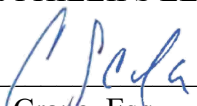
By: 
Andrew C. Crane, Esq.
Caroline Scala, Esq.
Attorneys for Defendants

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Adrian Castro v. ConvergeOne, Inc., et al., San Bernardino Superior Court Case No. CIVSB2305464)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<[REDACTED]>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiff Rodolfo Garcia and Plaintiff Adrian Castro (“Plaintiffs”) and Defendants ConvergeOne, Inc., and AAA Network Solutions, Inc. (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

All non-exempt employees employed by Defendant ConvergeOne, Inc., and AAA Network Solutions, Inc. in California at any time between July 17, 2019 through July 2024 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On October 13, 2022, Plaintiff Adrian Castro filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On March 1, 2023, Plaintiff Castro filed a representative action for violations of PAGA in the San Bernardino Superior Court (Labor Code §§ 2698 *et seq.*) (“*Castro Action*”).

On July 17, 2023, Plaintiff Garcia filed a Complaint against Defendants in the Superior Court of the State of California, County of Orange, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); (7) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 *et seq.*); and (8) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802) (“*Garcia Action*”). On July 17, 2023, Plaintiff Garcia filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On October 2, 2023, Plaintiff Garcia filed a First Amended Complaint adding an additional cause of action for: Violations of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*) (“PAGA”). On **MONTH XX**, 2024, the Parties stipulated to the filing of a First Amended Complaint for purposes of adding Plaintiff Garcia as a named plaintiff to the *Castro Action*.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representatives are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On July 11, 2024, the Parties participated in an all-day mediation with Steven Rottman, Esq., a mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on **<<INSERT PRELIMINARY APPROVAL DATE>>**. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and The Gould Law Firm to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Nine Hundred Fifty Thousand Dollars and Zero Cents (\$950,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Awards to each Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$6,500.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$316,666.66) and attorneys' expenses of not more than \$30,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Awards. Service Awards of up to Ten Thousand Dollars (\$10,000.00) to each Plaintiff or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$50,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$37,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$12,500.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Awards, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees employed by Defendants ConvergeOne, Inc. and AAA Network Solutions, Inc. in California at any time between July 17, 2022 through July 11, 2024 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal

Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiffs and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all claims alleged or that could have reasonably been alleged based upon the facts alleged in the Operative Complaint in the Action which arose during the Class Period. Class Members do not release any claims that cannot be released by law, including, without limitation, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for PAGA penalties alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and Plaintiffs' notice to the LWDA, which arose during the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have << ____ >> Workweeks worked during the Class Period (July 17, 2019 to July 11, 2024).

Based on this information, your estimated Individual Settlement Payment is << ____ >>.

Defendants' records reflect that you have << ____ >> pay periods worked during the PAGA Period (July 17, 2022 to July 11, 2024).

Based on this information, your estimated Aggrieved Employee Payment is << ____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [redacted] [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on [redacted] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," if you are an Aggrieved Employee, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Adrian Castro v. Convergeone, Inc., et al.*, San Bernardino Superior Court Case No. CIVSB2305464. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Adrian Castro v. Convergeone, Inc., et al., San Bernardino Superior Court Case No. CIVSB2305464*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendants:

Andrew C. Crane, Esq.
Caroline Scala, Esq.
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
Tel: (949) 851-2424
Fax: (949) 851-2424
E-Mail: acrane@fisherphillips.com
E-Mail: cscala@fisherphillips.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Email: shani@zakaylaw.com

Class Counsel:

Michael A. Gould, Esq.
The Gould Law Firm, PC
161 Fashion Lane, Suite 207
Tustin, CA 92780
Tel: (714) 669-2850
Fax: (714) 544-0800
Email: michael@wageandhourlaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the San Bernardino County Superior Court, Department SB30, located at 247 West Third Street, San Bernardino, CA 92415, before Judge Charlie L Hill, Jr. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Adrian Castro v. Convergeone, Inc., et al.*, San Bernardino Superior Court Case No. CIVSB2305464, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o Apex Class Action, LLC.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121, or by visiting the administrator's website at <http://www.apexclassaction.com>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund . If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3

**Quotation Request:**

Andrew Ward
JCL Law Firm, A.P.C.
award@jcl-lawfirm.com
888.498.6999

Case Name:

Garcia v. ConvergeOne, Inc.

Date:

Tuesday, July 23, 2024

RFP Number:

16450006

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Estimated Class Size:	250
Certified Language Translation:	Optional
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	250	\$375.00
USPS First Class Postage	Per Piece	\$0.72	250	\$180.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	50	\$100.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0.5	\$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$55.00	1	\$55.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	Optional
Sub Total:				\$942.50

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$65.00	1	\$65.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$65.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	250	\$312.50
USPS First Class Postage	Per Piece	\$0.72	250	\$180.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	25	\$50.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	7	\$700.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$3,012.50

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$710.00

WILL NOT EXCEED:				\$5,900.00
DISCOUNTED WILL NOT EXCEED INCLUDING SPANISH TRANSLATION:				\$6,400.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's reworking, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010
 - Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Andrea Amaya, Esq.

California Bar Number 348080

Associate Attorney

Biography:

Ms. Amaya is a San Diego based labor and employment attorney representing employees throughout the state of California. Ms. Amaya represents current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Amaya earned a Bachelor of Arts in Sociology from San Diego State University. Thereafter, Ms. Amaya earned her Juris Doctorate from California Western School of Law. While in law school, Ms. Amaya spent her time volunteering with various nonprofit organizations such as the Immigration Justice Project and Access, Inc.

Education:

- **California Western School of Law**
 - J.D. - 2021
- **San Diego State University**
 - B.A.
 - Honors: Dean's List
 - Honors: With Distinction

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq, as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq, as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);