

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between (1) Plaintiff JESUS MARTINEZ (“Plaintiff”), on behalf of himself and other Aggrieved Employees, and as a representative of the State of California, and (2) Defendants JOHN S. DOE, JONDO LTD and JONDO HOLDINGS LLC, JONDO GLOBAL HOLDINGS, INC. (collectively “Defendant”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2).

DEFINITIONS

1. Unless otherwise defined in this PAGA Settlement Agreement, the following terms used in this Settlement Agreement shall have the meanings ascribed to them:

- A. “Action” means the civil action titled *Jesus Martinez, an individual, Plaintiff, v. JONDO LTD, a California corporation; JONDO HOLDINGS LLC, a California limited liability company; and DOES 1 through 50, Inclusive, Defendants*, filed on October 7, 2022, in the Superior Court of the State of California, County of Orange, Case No. 30-2022-01285408-CU-WT-CXC.
- B. “Aggrieved Employees” means all current and former hourly non-exempt employees of Defendant in California during the PAGA Period.
- C. “Agreement,” “Settlement,” or “Settlement Agreement” means this PAGA Settlement Agreement.
- D. “Court” means the Superior Court for the State of California, County of Orange.
- E. “Defendant” means Defendants JOHN S. DOE, JONDO LTD and JONDO HOLDINGS LLC, JONDO GLOBAL HOLDINGS, INC.
- F. “Defendant’s Counsel” means the law firm of Jackson Lewis P.C.
- G. “Effective Date” means when all of the following events have occurred: (i) this Agreement has been fully executed by all Parties and their respective counsel; (ii) the Court has entered an Order and Judgment approving this Settlement with no challenges or objectors; and (iii) the later of the following events: sixty-five (65) days following notice of entry of the Court’s Order and Judgment approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) days following notice of entry of the Court’s Order and Judgment approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s Order approving the Settlement and Judgment are

completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

- H. “Employees’ Portion” means twenty-five (25%) of the Net Settlement Amount distributed to PAGA Settlement Members as Settlement Shares.
- I. “LWDA” means the California Labor and Workforce Development Agency.
- J. “LWDA Payment” means 75% of the Net Settlement Amount distributed to the LWDA as its share of the Settlement attributable to civil penalties under PAGA.
- K. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution for the LWDA Payment and for Settlement Shares to the PAGA Settlement Members after deducting (1) Plaintiff’s Counsel’s attorney’s fees and costs (the amount of which is subject to Court approval); (2) the Settlement Administrator’s fees and expenses (the amount of which is subject to Court approval); and (3) Plaintiff’s incentive payment (the amount of which is subject to Court approval).
- L. “Order and Judgment” means the Order Granting Approval of Settlement and Judgment.
- M. “Notice” means the Notice of PAGA Settlement, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Aggrieved Employee at their last known address explaining the terms of the Settlement. The Notice shall be substantially in the form attached hereto as **Exhibit A**.
- N. “PAGA” means California’s Labor Code Private Attorneys General Act, Cal. Lab. Code § 2699, *et seq.*
- O. “PAGA Period” means the period of time from October 7, 2021, through the date of approval of the Settlement.
- P. “PAGA Settlement Members” means all current and former hourly-paid non-exempt employees of Defendant in California during the PAGA Period.
- Q. “Parties” means Plaintiff and Defendant collectively.
- R. “Plaintiff” means Plaintiff Jesus Martinez.
- S. “Plaintiff’s Counsel” means the law firm of Chami Law, PC.
- T. “Released Claims” means any and all claims asserted and unasserted arising during the PAGA Period for civil penalties under California Labor Code

section 2698, *et seq.*, as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Action and in Plaintiff's January 17, 2022, PAGA letter including, but not limited to, for failure to pay wages, failure to pay overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, failure to indemnify or reimburse for business expenses, and for violations of Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 226.8, 246.5, 510, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1199, and 6409.6, and all applicable Wage Orders.

- U. "Released Parties" means: (i) Defendant JONDO LTD; (ii) Defendant JONDO HOLDINGS LLC; (iii) Defendant JONDO GLOBAL HOLDINGS, INC.; (iv) Defendant John S. Doe; and (v) their respective parent companies, affiliates, subsidiaries, divisions, partners, joint venture partners, predecessors, insurers, representatives, agents, successors and assigns, and their current and former employees, attorneys, officers, directors, members, shareholders, and agents thereof, both individually and in their business capacities, and their insurers.
- V. "Settlement Administrator" means ILYM GROUP, Inc., the third-party administrator selected by the Parties, if approved by the Court to administer this Settlement. The Settlement Administrator's estimated total fees and expenses are \$3,650.00, subject to approval by the Court.
- W. "Settlement Funding Date" means fifteen (15) calendar days after the Effective Date of the Settlement.
- X. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Member as provided by this Agreement.
- Y. "Total Settlement Amount" means the total amount to be paid by Defendant as provided by this Agreement. The Total Settlement Amount is Two Hundred Thousand Dollars and Zero Cents (**\$200,000.00**).

FACTUAL BACKGROUND

2. On January 17, 2022, Martinez provided written notice to the LWDA alleging that Defendant violated California Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 226.8, 246.5, 510, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1199, and 6409.6, and all applicable Wage Orders. The LWDA did not indicate an intention to investigate the allegations on its own within the applicable statutory time period.

3. On October 7, 2022, Plaintiff filed this Action against Defendant in the Superior Court of California, County of Orange, alleging a cause of action under PAGA for civil penalties,

among other claims. The Action alleges underlying predicate violations of Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 226.8, 246.5, 510, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1199, 6409.6, and all applicable Wage Orders. In the Action, Plaintiff seeks to recover civil penalties under PAGA on behalf of himself, other aggrieved employees, and the State of California.

4. On May 13, 2024, the Parties participated in a private mediation session with mediator Joseph Lovretovich, a highly respected mediator in employment law. The matter did not resolve at the mediation session. With the continued assistance of mediator Lovretovich, the parties reached a resolution on June 28, 2024.

5. This Agreement represents a full compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any liability to Plaintiff or any of the PAGA Settlement Members. Nor is this Agreement an admission by Plaintiff that Defendant's defenses in the Action have merit.

SETTLEMENT TERMS AND CONDITIONS

6. **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 Court's approval of the Settlement.

7. **Resolution of Litigation.** It is agreed by and among Plaintiff and Defendant that the Action be settled and compromised as between Plaintiff, on behalf of herself and other Aggrieved Employees and as a representative of the State of California Class, and Defendant, subject to the terms and conditions set forth in this Settlement and the approval of the Court.

8. **Monetary Consideration for Resolution of Dispute.** In consideration of the mutual covenants, promises and agreements set forth in this Agreement, and subject to the Court's approval, Defendant will pay the Total Settlement Amount as provided herein.

9. **Stipulation re Entry of Judgment.** In consideration of the mutual covenants, promises and agreements set forth in this Agreement, and subject to the Court's approval, the Parties stipulate that they shall seek approval of the Settlement from the Court and the entry of a binding final judgment in this matter.

10. **Attorneys' Fees and Litigation Costs.** Defendant will not oppose an application by Plaintiff for attorneys' fees in an amount that does not exceed 35% of the Total Settlement Amount (i.e., Seventy Thousand Dollars and Zero Cents [\$70,000.00]). Defendant will also not oppose an application by Plaintiff for up to \$5,500.00 in litigation costs. IRS Forms 1099 and state and local equivalents will be issued to Plaintiff's Counsel for any awarded attorneys' fees and costs. Should the Court approve Attorney's Fees and Costs in an amount less than that set forth above, the difference between the lesser amount(s) approved by the Court and the Attorney's Fees and Costs set forth above shall be added to the Net Settlement Amount. Plaintiff's Counsel will not seek, or be entitled to any attorneys' fees and/or expenses related to the claims and allegations

in this Action, other than those specified in this Agreement.

11. **Incentive Payment.** Plaintiff's Counsel will request, and Defendant will not oppose, an incentive payment to Plaintiff from the Total Settlement Amount in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). In exchange for this incentive payment, Plaintiff will execute a full general release of all claims against Defendant. This incentive payment shall be in addition to whatever payment Plaintiff is otherwise entitled to as a PAGA Settlement Member. Plaintiff will be issued an IRS Form 1099 and its state and local equivalents for any incentive payment amount received under the Settlement. Should the Court award less than \$7,500.00 for the Incentive Payment, Plaintiff agrees that (a) Plaintiff will accept the Court's ruling; and (b) an award of less than \$7,500.00 for the incentive payment does not serve as a basis for appeal or otherwise affect the implementation of this Agreement.

12. **Payments to Settlement Administrator.** The Settlement Administrator will pay itself out of the Total Settlement Amount its reasonable fees and expenses, as approved by the Court. The Settlement Administrator's reasonable fees and expenses shall not exceed \$6,000.00.

13. **Settlement Payments to Employees Constitute Civil Penalties.** After deducting the amounts for the LWDA Payment, the remainder of the Net Settlement Amount (the Employees' Portion) will be paid as Settlement Shares to each PAGA Settlement Member. The Settlement Share is intended to settle claims for PAGA civil penalties. Accordingly, the payments to PAGA Settlement Members will not be reduced by payroll tax withholding and deductions; instead, the Settlement Administrator will issue to the PAGA Settlement Members IRS Form 1099s and their state and local equivalents with respect to the payments.

14. **Calculation of Settlement Shares.** Each PAGA Settlement Member will be entitled to a pro rata share of the Employees' Portion of the Net Settlement Amount based upon the number of pay periods worked during the PAGA Period, as established by Defendant's payroll records. Each PAGA Settlement Member will be credited with at least one pay period. To calculate each PAGA Settlement Member's share, the Settlement Administrator shall divide the number of pay periods credited to each PAGA Settlement Member by the total aggregate number of pay periods for all PAGA Settlement Members, and then multiply this amount by the Employees' Portion of the Net Settlement Amount to arrive at each PAGA Settlement Member's individual Settlement Share.

15. **No Claim Form Required.** PAGA Settlement Members will not be required to submit any claim form or other documentation to receive their individual Settlement Shares.

16. **Settlement Funding Date.** Defendant will fund the qualified settlement account established by the Settlement Administrator with the Total Settlement Amount within fifteen (15) calendar days of the Effective Date of the Settlement. If the date by which the funding is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

17. **Disbursement of Settlement Funds.** Within ten (10) days of the Settlement

Funding Date, the Settlement Administrator will disburse the funds pursuant to the terms of this Agreement, including the LWDA Payment, the Settlement Shares to the PAGA Settlement Members, the Incentive Payment to Plaintiff, and the Attorney's Fees and Litigation Costs to Plaintiff's Counsel. If the date by which the disbursement is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

18. **Appointment of Settlement Administrator.** The Parties will propose a Settlement Administrator to distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the letter to the PAGA Settlement Members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Member whose letter or Settlement Share was returned by the U.S. Postal Service as non-deliverable, and re-mailing the letter and Settlement Share to the PAGA Settlement Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the letter, will be paid out of the Total Settlement Amount.

19. **Motion for Approval of PAGA Settlement.**

- A. The Parties will cooperate in seeking approval of the Settlement, including by drafting and filing of a Motion for Approval of PAGA Settlement ("Motion for Approval"). The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement. Plaintiff's Counsel shall draft the Motion for Approval and provide the draft to Defendant's Counsel for review and comment, which Plaintiff's Counsel shall consider in good faith, at least three (3) calendar days prior to the filing of the Motion. Plaintiff's Counsel shall submit the Settlement Agreement and motion papers to the LWDA at the same time the Settlement Agreement and motion papers are filed with the Court.
- B. At the hearing on the Motion for Approval, the Parties will jointly appear and support the granting of the motion.
- C. If the Court does not grant the application for approval and issue an order approving the Settlement, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns in good faith and determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns.
- D. If the Court does not grant approval of the Settlement, or if the Court's approval of the Settlement is reversed or materially modified on appellate

review, then the Settlement will become null and void. A modification of amounts payable in attorneys' fees or expenses, amounts payable as part of the Plaintiff's incentive payment, or amounts paid to the Settlement Administrator for its fees and expenses shall not be deemed a material modification of the Settlement.

20. **No Right to Object or Request Exclusion.** The Parties agree that there is no statutory right for any PAGA Settlement Member to object to, opt out of, or otherwise exclude himself or herself from the Settlement.

21. **Notice of PAGA Settlement and Payment of Settlement Shares to PAGA Settlement Members.** Once the Settlement becomes Effective, each PAGA Settlement Member will be provided with a Notice of PAGA Settlement concerning the Settlement and payment of the PAGA Settlement Member's Settlement Share.

- A. **Contact Information to Settlement Administrator.** Within (30) calendar days of the Court's approval of the Settlement, Defendant will provide to the Administrator a list in Microsoft Excel format containing each PAGA Settlement Members' (i) full name, (ii) last known address, (iii) Social Security Number, and (iv) dates worked for Defendant during the PAGA Period ("Contact Information"). The Settlement Administrator will perform one (1) National Change of Address ("NCOA") search for all individuals identified on the PAGA Settlement Member list.
- B. **Mailing of Payments.** Consistent with the timeframes set forth herein, the Settlement Administrator will send each PAGA Settlement Member the letter and payment of the PAGA Settlement Member's Settlement Share by first-class United States mail. The Settlement Administrator will mail the letters and Settlement Share payments to all identified PAGA Settlement Members, using the Contact Information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains during the course of administration of the Settlement.
- C. **Returned Mail.** In the event of returned or non-deliverable letters and Settlement Share payments, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Members and re-send the letters and Settlement Share payments. The Settlement Administrator will promptly, and not later than ten (10) calendar days from receipt of the returned packet and payment, search for a more current address for the PAGA Settlement Member using reasonable and cost-effective skip trace methods, and re-mail the letter and Settlement Share payment to the PAGA Settlement Member. The Settlement Administrator will use the PAGA Settlement Members' data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any PAGA

Settlement Member for whom a letter or Settlement Share payment is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Members for whom new addresses are found. If the letter and Settlement Share payment is re-mailed, the Settlement Administrator will note for its own records and notify Plaintiff's Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Plaintiff's Counsel and Defendant's Counsel will be entitled to receive from the Settlement Administrator any updated address information about a PAGA Settlement Member as the Settlement Administrator obtains such information.

22. **Submission of Order and Judgment.** Plaintiff shall submit a copy of the order providing for or denying an award of civil penalties to the LWDA within ten (10) calendar days after entry of the dismissal and/or Order and Judgment, in compliance with Section 2699(1)(3) of the California Labor Code.

23. **Uncashed Settlement Share Checks.** A PAGA Settlement Member must cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Member at his or her correct address in accordance with the procedures set forth herein. If a PAGA Settlement Member cannot be located using the procedures set forth herein or if a PAGA Settlement Member fails to cash the check for his or her Settlement Share within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the uncashed check to the California State Controllers' Office Unclaimed Property Fund.

24. **Release and Waiver of Claims.** In consideration for the LWDA Payment and the PAGA Settlement Members' Settlement Shares, and upon the funding of the Settlement, and except as to the rights and obligations created by this Agreement, Plaintiff, the LWDA and the PAGA Settlement Members, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, and the State of California, on behalf of itself and its administrators, representatives, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the Released Claims.

25. **No Effect on Other Benefits.** The Settlement Share payments will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Members. All Settlement Shares shall be deemed to be paid to PAGA Settlement Members solely in the year in which such payments actually are received by the PAGA Settlement Members. It is expressly understood and agreed that the receipt of such Settlement Shares will not entitle any PAGA Settlement Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any PAGA Settlement Member to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits.

26. **Tax Liability.** The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that Plaintiff will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiff's Counsel, Defendants' Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party," and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his or its own independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

27. **No Publicity.** Plaintiff and Plaintiff's Counsel agree that they have not and will not publish the Settlement in any form of media. Plaintiff's Counsel shall not report the settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement on their website, and shall not discuss with or contact any reporters or media regarding the Settlement. However, Plaintiff's Counsel is authorized to make disclosures to the Court and the LWDA, the PAGA Settlement Members, the Settlement Administrator, and for any other reason necessary to effectuate obtaining the approval of the settlement or the administration thereof. Notwithstanding the foregoing, Plaintiff's Counsel may include the settlement (and/or a summary of the settlement) in future declarations filed in support of Plaintiff's Counsel's experience and/or adequacy in PAGA representative actions and/or class actions.

28. **No Admission of Liability.**

- A. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of their claims were non-meritorious or any defense asserted by Defendant was meritorious.

- B. Whether or not the Settlement becomes Effective, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damages.
- C. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

29. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

30. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

31. **Judgment and Continued Jurisdiction.** After entry of the Court's Order and Judgment, the Court will have continuing and exclusive jurisdiction for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under California Code of Civil Procedure § 664.6, or as set forth in this Agreement

32. **Enforcement.** In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

33. **Miscellaneous Terms.**

- A. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

- B. **Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement.
- C. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
- D. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- E. **No Transfer or Assignment of Claims.** Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Plaintiff is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the Action of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Agreement.
- F. **Liens and Other Fees.** Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, or expert witnesses. Each Party solely is responsible for any fees and costs he, she or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action, except to the extent the Agreement provides for payment of Attorneys' fees and costs.
- G. **Cooperation in Drafting.** This Settlement Agreement was the result of

negotiations between the Parties and their respective counsel. The Parties have cooperated in the drafting and preparation of this Agreement. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly.

- H. **Headings.** The section headings used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions.
- I. **Notices.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the PAGA Settlement Members:

Pouya B. Chami, Esq.
Pablo F. Colmenares, Esq.
CHAMI LAW, PC
11845 W. Olympic Blvd., Suite 1125
Los Angeles, CA 90064
Tel: (310) 484-5001; Fax: (310) 484-5002
pchami@chamilaw.com
pcolmenares@chamilaw.com

To Defendant:

Scott C. Lacunza, Esq.
JACKSON LEWIS, P.C.
200 Spectrum Center Drive, Suite 500
Irvine, California 92618
Tel: (949) 885-1360; Fax: (949) 885-1380
Scott.Lacunza@jacksonlewis.com

- J. **Non-Waiver.** If Plaintiff or Defendant fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.
- K. **Execution in Counterparts.** This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument.
- L. **Electronic Signatures.** A signature made on a faxed or electronically mailed copy of the Settlement Agreement, or a signature transmitted by facsimile or electronic mail, shall have the same effect as the original signature. Signatures of the Parties transmitted by facsimile or electronic

mail (e.g., in .PDF format) will be deemed to be their original signatures for any purpose whatsoever. Without limiting the foregoing, the words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Settlement Agreement or any document to be signed in connection with this Settlement Agreement and the transactions contemplated hereby (including any amendments, waivers and/or consents) shall be deemed to include electronic signatures (e.g., through DocuSign® or other similar electronic e-signature application), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

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EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby knowingly and voluntarily execute this Settlement Agreement as set forth below.

Dated: 7-6-24, 2024



JESUS MARTINEZ

Dated: 7-5-24, 2024



JOHN S. DOE

Dated: 7-5-24, 2024

JONDO LTD
JONDO HOLDINGS LLC
JONDO GLOBAL HOLDINGS, INC.

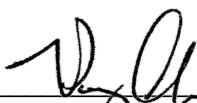
By: 

John S. Doe

Approved as to form and content

Dated: July 8, 2024

CHAMI LAW, PC

By: 

Pouya B. Chami, Esq.
Pablo F. Colmenares, Esq.

Attorneys for Plaintiff
JESUS MARTINEZ

Dated: JULY 6, 2024

JACKSON LEWIS P.C

By: 

Scott C. Lacunza, Esq.

Attorneys for Defendants
JOHN S. DOE, JONDO, LTD, JONDO
HOLDINGS LLC and JONDO GLOBAL
HOLDINGS, INC.