

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

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, inclusive,

Defendants.

Case No. 30-2022-01285408-CU-WT-CXC

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
CLAIM (CAL. LABOR CODE § 2698 ET
SEQ.)**

This notice relates to the settlement of a lawsuit between Plaintiff Jesus Martinez ("Plaintiff") and Jondo LTD, Jondo Holdings LLC, John S. Doe and Jondo Global Holdings, Inc. (collectively "Defendant") pursuant to the Private Attorneys General Act of 2004 ("PAGA"), codified at Labor Code § 2698 *et seq.* (Plaintiff and Defendant are collectively referred to as the "Parties").

You have received this notice because you have been identified as an individual who was employed by Defendant as a non-exempt hourly employee in California at any time during the time period of October 7, 2021, through [REDACTED] ("Aggrieved Employee").

A PAGA action is an action for civil penalties in which the State of California receives 75% of the civil penalties collected, and the Aggrieved Employees receive 25% of the civil penalties collected.

On October 7, 2022, Plaintiff commenced a lawsuit in the Superior Court of California, County of Orange, case number 30-2022-01285408-CU-WT-CXC (the "Lawsuit"), to recover civil penalties for 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 the applicable Wage Order. Specifically, the Lawsuit alleges that Defendant failed to pay regular wages, failed to pay overtime wages, failed to provide meal periods, failed to provide rest periods, failed to provide accurate itemized statements, and failed to pay final wages timely upon separation of employment. Plaintiff brought this lawsuit as a representative action under the PAGA, on behalf of himself, the State of California, and the Aggrieved Employees.

Defendant denies Plaintiff's allegations and disputes all of Plaintiff's claims. During the litigation, the Parties participated in a private mediation with a third-party mediator. The Parties thereafter reached a settlement which takes into account the uncertainties and risks of proceeding

with litigation. Under PAGA, a portion of the settlement proceeds will be distributed to the Aggrieved Employees, including you, after certain portions of the penalties collected are paid to the State of California according to California law.

The Court approved the PAGA settlement on [REDACTED] and determined that the settlement is fair and reasonable. The enclosed payment which accompanies this notice is issued to you pursuant to the terms of the Settlement and is based on your pro-rata share of the settlement proceeds to be paid to the Aggrieved Employees as required by the PAGA. You may deposit or cash the check without any further obligation on your part, and there is no need for you to contact the settlement administrator, the Parties, or the Court.

The Court-approved PAGA settlement contains the following release of claims, to which you are bound and subject to:

In consideration for the payments to the State of California, Plaintiff and the Aggrieved Employees, and upon the funding of the Settlement, Plaintiff, the Aggrieved Employees and the State of California will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the Released Claims.

The 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.

The 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 Lawsuit 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.

No claims for unpaid wages or any relief other than the PAGA civil penalties articulated herein are released by the Settlement.

If you have questions regarding this notice, please contact Plaintiff's Counsel Pouya B. Chami, Esq., Chami Law, P.C., 11845 W. Olympic Blvd., Suite 1125, Los Angeles, California 90064, (310) 484-5001 (tel.), (310) 484-5002 (fax), pchami@chamilaw.com.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.

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