SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

HAMID KONDORI and JOHN JEROME, on behalf of themselves, those similarly situated, and all aggrieved California-based non-exempt employees, Plaintiffs, vs. MISSION IMPORTS, a California corporation; and DOES 1 through 25, inclusive, Defendants.	Case No. 30-2022-01295280-CU-OE-CXC Honorable Melissa R. McCormick Department CX-104 **[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF PAGA COUNSEL'S FEES, PAGA COUNSEL'S COSTS, ENHANCEMENT AWARDS, AND ADMINISTRATION COSTS** Date: May 14, 2026 Time: 2:00 p.m. Dept.: CX-105 Complaint Filed: December 6, 2022 Trial Date: None Set

[PROPOSED] ORDER AND JUDGMENT

On May 14, 2026, at 2:00 p.m. in Department CX-105 of the above-entitled Court, located at the Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, California 92701, Plaintiffs' Hamid Kondori and John Jerome ("**Plaintiffs**") Motion for Approval of PAGA Settlement and Award of PAGA Counsel's Fees, PAGA Counsel's Costs, Enhancement Awards, and Administration Costs ("**Motion**") came on for hearing before the Honorable Melissa R. McCormick. Blackstone Law, APC appeared on behalf of Plaintiffs, and Fisher & Phillips, LLP appeared on behalf of Defendants Mission Imports and Foothill Ranch Imports, LLC, ("**Defendants**").

Plaintiffs and Defendants (collectively, the "**Parties**") have executed the Private Attorneys General Act Settlement Agreement and Release ("**Settlement Agreement**" or "**Settlement**").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiffs' Motion for Approval of PAGA Settlement and Award of PAGA Counsel's Fees, PAGA Counsel's Costs, Enhancement Awards, and Administration Costs is granted in its entirety.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement. The Settlement Agreement is attached as **Exhibit 1** to this Order, Amendment No. 1 to the Settlement Agreement is attached as **Exhibit 2**, and Amendment No. 2 to the Settlement Agreement is attached as **Exhibit 3** to this Order.

3. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to, providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendants with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA

in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("**Action**").

5. The individuals covered under the Settlement consist of "all current and former hourly, non-exempt employees and commissioned nonexempt employees who worked for Mission Imports and/or Foothill Ranch Imports, LLC in California during the PAGA Period" ("**Aggrieved Employees**"). The "**PAGA Period**" is defined as the period from October 31, 2021 through January 19, 2024.

6. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

7. Pursuant to California Labor Code section 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("**PAGA Penalties**"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the PAGA Penalties, which shall be the Gross Settlement Amount ($395,000.00) less the approved PAGA Counsel's Fees and PAGA Counsel's Costs to PAGA Counsel, Enhancement Awards to Plaintiffs, and Administration Costs to ILYM Group ("**Administrator**"). Seventy-five percent (75%) of the PAGA Penalties shall be distributed to the LWDA ("**LWDA PAGA Portion**") and twenty-five percent (25%) of the PAGA Penalties shall be distributed to the Aggrieved Employees ("**Aggrieved Employees' PAGA Portion**") in accordance with this Order and Judgment and the Settlement Agreement.

8. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

9. The Court approves the payment of $____________________ to Blackstone Law, APC for attorneys' fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of $9,577.55 to Blackstone Law, APC for reimbursement of actual litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and

Judgment and the Settlement Agreement.

11. The Court approves payment in the amount of $5,000.00 to Plaintiff Hamid Kondori for an Enhancement Award. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of $5,000.00 to Plaintiff John Jerome for an Enhancement Award. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment in the amount of up to $7,500.00 to the Administrator for the Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Court approves the notice of PAGA representative action settlement ("**Notice**"), attached hereto as **Exhibit 4**, and the Administrator shall distribute the Notice to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

15. Within forty-five (45) calendar days of the Effective Date, Defendants will deliver Aggrieved Employee identifying information in Defendants' possession, including each Aggrieved Employee's full name, last-known mailing address, last known telephone number, Social Security number, and number of Pay Periods during the period from October 31, 2021 through January 19, 2024 (collectively, "**Aggrieved Employee Data**") to the Administrator in the form of a Microsoft Excel spreadsheet, or a comparable format.

16. Within forty-five (45) calendar days of the Effective Date, Defendants will fund the Gross Settlement Amount by transmitting the funds to the Administrator.

17. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Portion, the Administration Costs, the Enhancement Awards, the PAGA Counsel's Fees, and the PAGA Counsel's Costs. Disbursement of the PAGA Counsel's Fees and PAGA Counsel's Costs shall not precede disbursement of Individual PAGA Payments.

18. Individual PAGA Payment checks that are issued to Aggrieved Employees will be valid and negotiable for up to one hundred and eighty (180) calendar days after the checks are initially

mailed to the Aggrieved Employees, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed to the State of California's Unclaimed Property Fund in the name of the Aggrieved Employee.

19. If the actual number of Pay Periods during the PAGA Period exceeds 13,370 by more than ten percent (10%) then the Gross Settlement Amount will increase by the percentage increase above 10%. For example, if the total number of Pay Periods during the PAGA Period is 11% more than 13,370, then the Gross Settlement Amount will increase by 1%.

20. Aggrieved Employees shall not have the right to opt out of, or object to, the Settlement.

21. Effective on the date when Defendants fully fund the Gross Settlement Amount, all Aggrieved Employees are deemed to release the Released Parties from the Released PAGA Claims.

22. The "**Released Parties**" means Defendants, and all of their current and former officers, directors, employees and agents.

23. The "**Released PAGA Claims**" means all civil penalties under PAGA regarding PAGA claims that could have been sought by the State of California Labor Commissioner for the violations identified in Plaintiffs' PAGA Notice filed with the LWDA, including for violations of the California Labor Code related to: (1) unpaid overtime; (2) unpaid minimum wages; (3) unpaid meal period premiums; (4) unpaid rest period premiums; (5) failure to provide accurate wage statements; (6) final wages not timely paid; (7) chargebacks; and (8) conversion.

24. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3). The Settlement Administrator shall post a copy of this Order and Judgment on its website for at least 60 days after its entry in order to provide notice to the Aggrieved Employees.

25. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

26. A Non-Appearance Final Accounting Hearing is set for ___________________________

at _____ a.m./p.m. in Department CX-105 of the above-entitled Court. A Final Report is due to be filed no later than nine (9) court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks.

IT IS SO ORDERED.

Dated: ___________________________

____
Honorable Melissa R. McCormick
Judge of the Superior Court

EXHIBIT 1

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PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Agreement" or "Settlement") is made by and between Plaintiffs HAMID KONDORI and JOHN JEROME ("Plaintiffs"), individually, and on behalf of all other aggrieved employees (the "Aggrieved Employees" or "PAGA Group" as described below), and as private attorneys general on behalf of the State of California pursuant to Labor Code section 2699, *et seq.*, the California Private Attorneys General Act ("PAGA") on the one hand, and Defendant MISSION IMPORTS ("Defendant"), on the other hand. Plaintiffs and Defendant are collectively referred to herein as "the Parties."

This Agreement, and the settlement embodied herein, shall be binding on Plaintiffs, the Aggrieved Employees they represent, and Defendant, subject to the approval of the Court.

WHEREAS, on December 6, 2022, Plaintiffs filed a class and representative action complaint ("Complaint") pursuant to the California Labor Code and the Private Attorneys General Act ("PAGA") and the California Business and Professions Code in the Superior Court of California, Orange County entitled *Hamid Kondori, et al. v. Mission Imports*, Case No. 30-2022-01295280, based on the following causes of action: (1) unpaid overtime; (2) unpaid minimum wages; (3) unpaid meal period premiums; (4) unpaid rest period premiums; (5) failure to provide accurate wage statements; (6) final wages not timely paid; (7) chargebacks; (8) conversion; (9) unfair and unlawful business practices; and (10) Private Attorneys General Act. (the "Lawsuit").

WHEREAS, a settlement between the Parties has been reached regarding the representative PAGA claims for civil penalties payable to the Plaintiffs, other aggrieved employees, and the State of California pursuant to PAGA. Specifically, the PAGA Claims are claims asserted or which could have been asserted in the Lawsuit and Plaintiffs' Complaint and/or PAGA Notice(s) filed with the California Labor and Workforce Development Agency ("LWDA"), including all PAGA claims stated expressly or by implication in the Notice filed with the LWDA by Plaintiffs on September 29, 2022 ("PAGA Notice"), or that could have been alleged based on the facts and circumstances set forth therein. All of the foregoing is collectively referred to as Plaintiffs' "PAGA Claims".

WHEREAS, as part of the Settlement, Plaintiffs will dismiss without prejudice all class claims asserted in the Lawsuit.

WHEREAS, during the pendency of the Lawsuit, the Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiffs' Counsel's informal discovery requests, Defendant provided Plaintiffs' Counsel with information and documents pertaining to Plaintiffs and the Aggrieved Employees, and the claims in the Lawsuit, including time punch and payroll data, to provide Plaintiffs the opportunity to investigate Plaintiffs' allegations and the PAGA claims.

WHEREAS, on January 19, 2024, the Parties attended a full day mediation with mediator, Monique Ngo-Bonnici, Esq. As a result, the Parties agreed to settle Plaintiffs' representative PAGA claims, taking into account all known facts and circumstances including the difficulty of proving some of Plaintiffs' claims, potential defenses asserted by Defendant, the uncertainty

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associated with litigation, the risks of significant delay, and numerous potential appellate issues.

WHEREAS, for purposes of this Settlement, the Aggrieved Employees are defined as: "All current and former hourly, non-exempt employees and commissioned employees who worked for Mission Imports and Foothill Ranch Imports, LLC from October 31, 2021 through January 19, 2024."

WHEREAS, for purposes of this Settlement, "PAGA Period" is defined as the period from October 31, 2021 through January 19, 2024.

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiffs' PAGA Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiffs and the Aggrieved Employees have or may have against Defendant and all of their current and former officers, directors, employees and agents (collectively, the "Released Parties"). The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendant or the Released Parties of any wrongdoing or liability. Specifically, Defendant and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and the PAGA Notice. Defendant and the Released Parties, among other things, contend that they have complied at all times with the California Labor Code and all applicable California laws.

WHEREAS, California Labor Code § 2699(k)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

WHEREAS, based on their own independent investigations and evaluations, Defendant and Plaintiffs and their respective counsel are of the opinion that the amount and terms of the Settlement are fair, reasonable, and adequate and are in the best interests of the Plaintiffs, the Aggrieved Employees, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, counsel for Plaintiffs and the Aggrieved Employees, Blackstone Law, APC, believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

WHEREAS, the Parties: (1) believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims, (2) have investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, and (3) have arrived at the settlement through extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, the Parties recognize that in accordance with Labor Code section 2699(*l*), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza v. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) ("PAGA authorizes a representative action without the need for class certification"); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) ("a PAGA suit is fundamentally different than a class action" in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action); *Williams v. Sup. Ct.*, 3 Cal. 5th 531, 546-47 (2017) ("PAGA does not make other potentially aggrieved employees parties or clients of Plaintiffs' counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class").

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. **Effective Date**. The effective date ("Effective Date") of this Agreement shall mean the date of entry of judgment on the order of the court approving this Agreement and the PAGA Settlement ("Approval Order and Judgment"), *and* the Approval Order and Judgment is final. The Approval Order and Judgment is final as of the latest of the following occurrences: (i) the 65th day after the Court enters its Approval Order and Judgment, if no appeal has been filed, or (ii) if an appeal to the Approval Order and Judgment is filed, the day the Court of Appeals enters its judgment upholding the Court's Approval Order and Judgment, or (iii) the day upon which all appeals, reviews, or writs are dismissed, denied, and/or exhausted, and the Approval Order and Judgment is no longer subject to judicial review.

2. **PAGA Released Claims/Effect of Judgment on Aggrieved Employees and LWDA.**

The Parties agree and acknowledge that, upon the Effective Date and full funding of the Gross Settlement amount, to the maximum extent permitted by law, the final judgment entered pursuant to this Settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiff, the LWDA, and the Aggrieved Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against the Released Parties. It is expressly understood and agreed that this Settlement only includes a full release of the PAGA claims that could have been sought by the State of California Labor Commissioner for the violations identified in Plaintiffs' PAGA Notice filed with the LWDA ("Released PAGA Claims"). With the exception of Plaintiffs, who will execute individual settlements that include a general release of all claims, this Settlement shall not impact Aggrieved Employees' ability to assert claims (claims for wages and other damages) other than the PAGA claims being released by this Settlement. Plaintiff does not release any Aggrieved Employee's claim for wages or damages. Defendant agrees to enter into separate individual settlement agreements with each respective named Plaintiff (Hamid Kondori and John Jerome) for resolution of Plaintiffs' individual claims and a general release of their claims ("General Release Payment"). The Gross Settlement Amount does not include the General Release Payments to Plaintiffs.

3. **Notice to LWDA**. Pursuant to California Labor Code § 2699(k)(2), the Parties shall submit to the LWDA a copy of this Agreement at the same time that the Parties submit it to the Court for approval.

4. **No Right to Opt Out**. The Parties agree that there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude themselves from the Settlement.

5. **Gross Settlement Amount**. Defendant agrees to pay, in accordance with the terms set forth herein, the total sum of Three Hundred Ninety-Five Thousand Dollars and Zero Cents ($395,000.00) as the non-reversionary gross settlement amount (the "Gross Settlement Amount") in full settlement of the Lawsuit. The Gross Settlement Amount, which represents the total amount payable under this Settlement by Defendant (subject to the Escalator Clause described below), will be allocated as follows:

a. PAGA Counsel's attorneys' fees and costs request of up to 40% of the Gross Settlement Amount or One Hundred Fifty-Eight Thousand Dollars and Zero Cents ($158,000.00) ("PAGA Counsel's Fees") and PAGA Counsel's separate request for reasonable litigation costs incurred in this matter ("PAGA Counsel's Costs") not to exceed Fifteen Thousand Dollars ($15,000.00). Defendant will not oppose these requests. To the extent that the Court approves less than the amount of attorney's fees and costs that PAGA Counsel requests, any reduced amount shall revert to the PAGA Fund.

b. Plaintiffs' Enhancement Awards not to exceed Five Thousand Dollars ($5,000) each (for a total of $10,000) for representing all Aggrieved Employees and the LWDA in this action. To the extent that the Court approves less than the amount of the service award stated herein, any reduced amount shall revert to the PAGA Fund.

c. Administration costs are estimated not to exceed Seven Thousand Five Hundred Dollars ($7,500.00) to be paid to the Settlement Administrator ("Administration Costs"), which is a good faith estimate. If the Parties' estimated administration fees are too little, it can be adjusted and shall be paid from the Gross Settlement. If the actual administration fee is less than the Parties' estimated administration fees, the difference between the actual and estimated administration fees will revert to the PAGA Fund; and

d. The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a) through (c) shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% paid to the LWDA (the "LWDA PAGA Portion") and 25% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") on a pro-rata basis as set forth in Paragraph 7 below.

6. **Allocation Adjustment**. The Parties agree that should the Court deny approval of the Gross Settlement Amount and/or the Net Settlement Amount the Parties agree to renegotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

7. **Allocation and Calculation of the PAGA Penalties**. Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis, based on the relative number of pay periods he, she, or they worked as an hourly, non-exempt employee and/or a commissioned employee for Mission Imports and/or Foothill Ranch Imports, LLC during the PAGA Period ("Pay Periods"). Defendant will calculate: (i) the total number of Pay Periods worked by each

Aggrieved Employee during the PAGA Period, and (ii) the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, Defendant will use the following formula: Settlement Payment = Aggrieved Employees' PAGA Portion × [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

8. **<u>Escalator Clause</u>:** Defendant's best estimate for the number of pay periods at issue for the PAGA Group for the PAGA Period is approximately 13,370 pay periods. Should the number of pay periods during the PAGA period increase by more than 10%, the Gross Settlement Amount will increase proportionately over the 10% grace (i.e., meaning if the pay periods increase by 11% the settlement will increase by 1%).

9. **<u>Tax Treatment of Settlement Amounts</u>**. With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued by the Settlement Administrator, if applicable. IRS Form 1099s are used for payments of miscellaneous income that is not considered wages, such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendant, its counsel and Plaintiffs' and the Aggrieved Employees' counsel are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

10. **<u>Circular 230 Disclaimer</u>**. 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 OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL 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 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) 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 (3) 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 AGREEMENT.

11. <u>PAGA Settlement Payment Procedures</u>.

a. Within forty-five (45) calendar days of the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator. Within forty-five (45) calendar days of the Effective Date, Defendant shall also provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, last known telephone number, Social Security number, the number Pay Periods worked by them during the PAGA Period (the "Aggrieved Employee List"). The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service National Change of Address ("NCOA") database to obtain current address information, and shall skip-trace and re-mail all returned, undelivered mail within ten (10) days of receiving notice that a Notice was undeliverable.

b. Within fifteen (15) calendar days after the Gross Settlement Amount has been deposited with the Settlement Administrator and the Aggrieved Employee List has been provided, the Settlement Administrator shall:

i. Distribute a total of Twenty-Five percent (25%) of the PAGA Fund to the Aggrieved Employees, along with the Notice of PAGA Representative Action Settlement ("Notice" attached hereto as **Exhibit B**). Aggrieved Employees shall not be required to make claims to receive their share of the Settlement. The payment checks shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's last known mailing address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's individual settlement payment check was received if the payment check has not been returned within thirty (30) days of the original mailing. All uncashed settlement checks shall be forwarded to the State of California Controller's Office Unclaimed Property Fund in the names of those Aggrieved Employees who did not cash their respective checks.

ii. Distribute a total of Seventy-Five percent (75%) of the PAGA Fund to the LWDA.

iii. Distribute PAGA counsel's fees and costs, as approved by the Court.

iv. Distribute payment to itself for services as Settlement Administrator, as approved by the Court.

v. Distribute the Service Payments to Plaintiffs.

c. Settlement Checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator. All money represented by uncashed settlement checks shall be forwarded to the State of California Controller's Office Unclaimed Property Fund in the names of those Aggrieved Employees who did not cash their respective checks

d. The Parties and their counsel shall not bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

12. Settlement Administrator. The Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth herein. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use ILYM Group, Inc. as the Settlement Administrator.

13. Duties of the Parties Related to Approval. Promptly upon execution of this Agreement, Plaintiffs shall dismiss the class claims in the Lawsuit and thereafter Plaintiffs shall file their motion for approval of the proposed Settlement and for the entry of an order approving this Settlement as required by Labor Code section 2699(l). The approval motion will request Court approval of the following: (1) the terms of this Agreement, (2) PAGA Counsel's Fees and PAGA Counsel's Costs, (3) Plaintiffs' Service Payments, (4) payments to Aggrieved Employees and the LWDA, (5) payment to the Settlement Administrator, and (6) Final Judgment. In conjunction with the approval motion, Plaintiffs shall submit a proposed Final Approval Order and Judgment to the Court.

14. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain Final Judgment.

15. Invalid without Court Approval. In the event this Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event that the Agreement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void ab initio. In such a case, the Parties shall return to the status quo as if they had not entered into this Agreement. The Settlement Administrator will be paid by Defendant for its costs through the date it is notified that the Settlement will not proceed.

16. Non-Admission of Wrongdoing. The Parties agree that this Agreement does not constitute an admission by Defendant or any Released Party, of any of the matters alleged in the Lawsuits or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, Defendant or the Released Parties.

17. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

18. **Covenants and Representations.** Plaintiffs represent and warrant they have not assigned or transferred or purported to assign or transfer, to any person or entity, any claim, right, liability, demand, obligation, expense, action, or causes, or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiffs acknowledge they have read this Settlement, fully understand their rights, privileges, and duties under the Settlement, and enter into this Settlement freely and voluntarily, and without duress. Plaintiffs further acknowledge they had the opportunity to consult with their attorney(s) to explain the terms of this Settlement and the consequences of signing this Settlement.

19. **Termination of Settlement**. If the Court does not approve the Settlement or does not enter judgment as provided for in this Settlement or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement.

20. **Enforcement.** The Parties agree that following entry of the Final Approval Order and Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Lawsuit over all Parties and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Agreement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

21. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement, the Lawsuit, and Plaintiffs' claims, except as otherwise set forth specifically herein.

22. **Entire Agreement**. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

23. **Severability**. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release

contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

24. **Confidentiality**. Plaintiffs and Plaintiffs' counsel agree that they have not and will not publish the Settlement. In response to any inquiries, Plaintiffs will state that "the case was resolved, and it was resolved confidentially." Plaintiffs' counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the PAGA Group or the Settlement on its website, and shall not contact any reporters or media regarding the Settlement. Despite this provision, Plaintiffs' counsel can discuss the Settlement with Plaintiffs, the PAGA Group, and in any filings with the Court.

25. **No Construction Against the Drafter**. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

26. **Choice of Law**. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

27. **Counterparts**. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

28. **Cooperation**. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

29. **Electronic Signature.** Each Party specifically agrees that an electronic signature shall have the same force and effect as a signed original of the Agreement, and that the Parties may use DocuSign, or a similar and corollary electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7.

Dated: 05/15/2024

Hamid Kondori, Plaintiff

Dated: ______________

John Jerome, Plaintiff

Dated: ______________

Mission Imports, Defendant
By: ______________
Its: ______________

contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

24. **Confidentiality. Plaintiffs and Plaintiffs' counsel** agree that they have not and will not publish the Settlement. In response to any inquiries, Plaintiffs **will state that "the case was resolved, and it was resolved confidentially." Plaintiffs' counsel shall not report the Settlement in** any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the PAGA Group or the Settlement on its website, and shall not contact any reporters or media regarding the Settlement. Despite this **provision, Plaintiffs' counsel can discuss the** Settlement with Plaintiffs, the PAGA Group, and in any filings with the Court.

25. **No Construction Against the Drafter**. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

26. **Choice of Law**. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

27. **Counterparts**. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

28. **Cooperation**. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

29. **Electronic Signature.** Each Party specifically agrees that an electronic signature shall have the same force and effect as a signed original of the Agreement, and that the Parties may use DocuSign, or a similar and corollary electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7.

Dated: ______________ ________________________________
Hamid Kondori, Plaintiff

Dated: 05/15/2024 ________________________________
John Jerome, Plaintiff

Dated: ______________ ________________________________
Mission Imports, Defendant
By: ______________________________
Its: ______________________________

contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

24. **Confidentiality**. Plaintiffs and Plaintiffs' counsel agree that they have not and will not publish the Settlement. In response to any inquiries, Plaintiffs will state that "the case was resolved, and it was resolved confidentially." Plaintiffs' counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the PAGA Group or the Settlement on its website, and shall not contact any reporters or media regarding the Settlement. Despite this provision, Plaintiffs' counsel can discuss the Settlement with Plaintiffs, the PAGA Group, and in any filings with the Court.

25. **No Construction Against the Drafter**. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

26. **Choice of Law**. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

27. **Counterparts**. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

28. **Cooperation**. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

29. **Electronic Signature.** Each Party specifically agrees that an electronic signature shall have the same force and effect as a signed original of the Agreement, and that the Parties may use DocuSign, or a similar and corollary electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7.

Dated: ____________ ______________________________
Hamid Kondori, Plaintiff

Dated: ____________ ______________________________
John Jerome, Plaintiff

Dated: 5-22-24 Jodie Robison CFO
Mission Imports, Defendant
By: JODIE ROBISON
Its: CFO

APPROVED AS TO FORM AND CONTENT:

Dated: ____________ **BLACKSTONE LAW, APC**

By: ________________________________
Barbara DuVan-Clarke

Attorneys for Plaintiffs Kondori, Jerome, and Aggrieved Employees

Dated: _____________ **FISHER AND PHILIPS, LLP**

By: ________________________________
Lisa Peterson
Mark Jacobs

Attorneys for Defendant Mission Imports

APPROVED AS TO FORM AND CONTENT:

Dated: ____________

BLACKSTONE LAW, APC

By: ______________________________
Barbara DuVan-Clarke

Attorneys for Plaintiffs Kondori, Jerome, and Aggrieved Employees

Dated: June 7, 2024

FISHER AND PHILIPS, LLP

By: Lisa Peterson
Lisa Peterson
Mark Jacobs

Attorneys for Defendant Mission Imports

EXHIBIT 2

<u>AMENDMENT NO. 1 TO PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE</u>

This Amendment Number One (1) to the Private Attorneys General Act Settlement Agreement and Release ("Amendment") is made by and between Plaintiffs HAMID KONDORI and JOHN JEROME ("Plaintiffs"), individually, and on behalf of all other aggrieved employees (the "Aggrieved Employees" or "PAGA Group"), on the one hand, and Defendant(s) MISSION IMPORTS, and FOOTHILL RANCH IMPORTS, LLC, ("Defendants"), on the other hand. Plaintiffs and Defendant are collectively referred to herein as "the Parties." This Amendment is made pursuant to Paragraph 17 of the Private Attorneys General Act Settlement Agreement and Release ("Original Agreement") entered into between Plaintiffs and Defendant Mission Imports on June 7, 2024.

A. **Page 1, first paragraph of the Original Agreement is hereby amended to state as follows:**

   This Private Attorneys General Act Settlement Agreement and Release ("Agreement" or "Settlement") is made by and between Plaintiffs HAMID KONDORI and JOHN JEROME ("Plaintiffs"), individually, and on behalf of all other aggrieved employees (the "Aggrieved Employees" or "PAGA Group" as described below), and as private attorneys general on behalf of the State of California pursuant to Labor Code section 2699, et seq., the California Private Attorneys General Act ("PAGA") on the one hand, and Defendants MISSION IMPORTS, and FOOTHILL RANCH IMPORTS, LLC ("Defendants"), on the other hand. Plaintiffs and Defendants are collectively referred to herein as "the Parties."

B. **All references throughout the Original Agreement to "Defendant" are hereby amended to refer to "Defendants," with reference to Mission Imports and Foothill Ranch Imports, LLC ("Defendants").**

C. **Numbered Paragraph 2 (at 3) of the Original Agreement is hereby amended to state as follows:**

   The Parties agree and acknowledge that, upon the Effective Date and full funding of the Gross Settlement amount, to the maximum extent permitted by law, the final judgment entered pursuant to this Settlement will bind Plaintiff, the LWDA, and the Aggrieved Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against the Released Parties. It is expressly understood and agreed that this Settlement only includes a full release **of civil penalties under PAGA regarding** the PAGA claims that could have been sought by the State of California Labor Commissioner for the violations identified in **the Operative Complaint** and in Plaintiffs' PAGA Notice filed with the LWDA ("Released PAGA Claims"). With the exception of Plaintiffs, who will execute individual settlements

that include a general release of all claims, this Settlement shall not impact Aggrieved Employees' ability to assert claims (claims for wages and other damages) other than the PAGA claims **for civil penalties being** released by this Settlement. Plaintiffs do not release any Aggrieved Employee's claim for wages or damages. Defendant agrees to enter into separate individual settlement agreements with each respective named Plaintiff (Hamid Kondori and John Jerome) for resolution of Plaintiffs' individual claims and a general release of their claims ("General Release Payment"). The Gross Settlement Amount does not include the General Release Payments to Plaintiffs.

D. **Numbered Paragraph 20 (at 8) of the Original Agreement is hereby amended to state as follows:**

The Parties agree that following entry of the Final Approval Order and Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Lawsuit over all Parties and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Agreement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions. **Notwithstanding the foregoing, the unnamed Aggrieved Employees will not be liable for, and will not be held responsible for, attorneys' fees under this provision.**

Dated: 07/09/2025

____
Hamid Kondori, Plaintiff

Dated: __________

____
John Jerome, Plaintiff

Dated: __________

____
Mission Imports, Defendant
By: ____________________
Its: ____________________

Dated: __________

____
Foothill Ranch Imports, LLC, Defendant
By: ____________________
Its: ____________________

that include a general release of all claims, this Settlement shall not impact Aggrieved Employees' ability to assert claims (claims for wages and other damages) other than the PAGA claims **for civil penalties being** released by this Settlement. Plaintiffs do not release any Aggrieved Employee's claim for wages or damages. Defendant agrees to enter into separate individual settlement agreements with each respective named Plaintiff (Hamid Kondori and John Jerome) for resolution of Plaintiffs' individual claims and a general release of their claims ("General Release Payment"). The Gross Settlement Amount does not include the General Release Payments to Plaintiffs.

D. **Numbered Paragraph 20 (at 8) of the Original Agreement is hereby amended to state as follows:**

The Parties agree that following entry of the Final Approval Order and Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Lawsuit over all Parties and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Agreement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions. **Notwithstanding the foregoing, the unnamed Aggrieved Employees will not be liable for, and will not be held responsible for, attorneys' fees under this provision.**

Dated: ______________ ______________________________
Hamid Kondori, Plaintiff

Dated: 07/09/2025 ______________________________
John Jerome, Plaintiff

Dated: ______________ ______________________________
Mission Imports, Defendant
By: ______________________________
Its: ______________________________

Dated: ______________ ______________________________
Foothill Ranch Imports, LLC, Defendant
By: ______________________________
Its: ______________________________

that include a general release of all claims, this Settlement shall not impact Aggrieved Employees' ability to assert claims (claims for wages and other damages) other than the PAGA claims **for civil penalties being** released by this Settlement. Plaintiffs do not release any Aggrieved Employee's claim for wages or damages. Defendant agrees to enter into separate individual settlement agreements with each respective named Plaintiff (Hamid Kondori and John Jerome) for resolution of Plaintiffs' individual claims and a general release of their claims ("General Release Payment"). The Gross Settlement Amount does not include the General Release Payments to Plaintiffs.

D. **Numbered Paragraph 20 (at 8) of the Original Agreement is hereby amended to state as follows:**

The Parties agree that following entry of the Final Approval Order and Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Lawsuit over all Parties and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Agreement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions. **Notwithstanding the foregoing, the unnamed Aggrieved Employees will not be liable for, and will not be held responsible for, attorneys' fees under this provision.**

Dated: ____________

____
Hamid Kondori, Plaintiff

Dated: ____________

____
John Jerome, Plaintiff

Dated: 7-10-25

____
Mission Imports, Defendant
By: JODIE ROBISON
Its: CFO

Dated: 7-10-25

____
Foothill Ranch Imports, LLC, Defendant
By: JODIE ROBISON
Its: CFO

APPROVED AS TO FORM AND CONTENT:

Dated: July 10, 2025

BLACKSTONE LAW, APC

By: A. Blanchard

Barbara DuVan-Clarke
Annabel Blanchard

Attorneys for Plaintiffs Kondori, Jerome, and the Aggrieved Employees

Dated: July 10, 2025

FISHER AND PHILLIPS LLP

By: Lisa Peterson

Lisa Peterson
Mark Jacobs

Attorneys for Defendants Mission Imports and Foothill Ranch Imports, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: ____________ **BLACKSTONE LAW, APC**

By:____________________________________
Barbara DuVan-Clarke
Annabel Blanchard

Attorneys for Plaintiffs Kondori, Jerome, and the Aggrieved Employees

Dated: ______________ **FISHER AND PHILIPS, LLP**

By: ____________________________________
Lisa Peterson
Mark Jacobs

Attorneys for Defendants Mission Imports and Foothill Ranch Imports, LLC

EXHIBIT 3

AMENDMENT NO. 2 TO PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Amendment Number Two (2) to the Private Attorneys General Act Settlement Agreement and Release ("Amendment") is made by and between Plaintiffs HAMID KONDORI and JOHN JEROME ("Plaintiffs"), individually, and on behalf of all other aggrieved employees (the "Aggrieved Employees" or "PAGA Group"), on the one hand, and Defendants MISSION IMPORTS, and FOOTHILL RANCH IMPORTS, LLC, ("Defendants"), on the other hand. Plaintiffs and Defendants are collectively referred to herein as "the Parties." This Amendment is made pursuant to Paragraph 17 of the Private Attorneys General Act Settlement Agreement and Release ("Original Agreement") entered into between Plaintiffs and Defendant Mission Imports on June 7, 2024.

A. **Page 2, first paragraph of the Original Agreement is hereby amended to state as follows:**

   WHEREAS, for purposes of this Settlement, the Aggrieved Employees are defined as: "All current and former hourly, non-exempt employees and commissioned nonexempt employees who worked for Mission Imports and/or Foothill Ranch Imports, LLC from October 31, 2021 through January 19, 2024.

B. **Numbered Paragraph 2 (at 3) of the Original Agreement is hereby amended to state as follows (supplanting and replacing the revisions made in Amendment No. 1 to the same paragraph of the Original Agreement):**

   The Parties agree and acknowledge that, upon the Effective Date and full funding of the Gross Settlement amount, Plaintiff, the LWDA, and the Aggrieved Employees, release all claims against the Released Parties for *civil penalties* under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* ("PAGA") for the violations identified in the Operative Complaint and in Plaintiffs' PAGA Notice (and any amendments thereto) filed with the LWDA ("Released PAGA Claims"). It is expressly understood and agreed that this Settlement only includes a full release of *civil penalties* under PAGA regarding the Released PAGA claims.

   With the exception of Plaintiffs, who have executed individual settlements that include a general release of all claims, this Settlement shall not impact Aggrieved Employees' ability to assert claims (claims for wages and other damages) other than the Released PAGA claims for civil penalties. Plaintiffs do not release any Aggrieved Employee's claim for wages or damages. Defendants have entered into separate individual settlement agreements with each respective named Plaintiff (Hamid Kondori and John Jerome) for resolution of Plaintiffs' individual claims and a general release of their claims ("General Release Payment"). The Gross Settlement Amount does not include the General Release Payments to Plaintiffs.

Dated: 12/18/2025

Hamid (Shawn) Kondori

Hamid Kondori, Plaintiff

Dated: ______________

John Jerome, Plaintiff

Dated: ______________

Mission Imports, Defendant
By: ______________
Its: ______________

Dated: ______________

Foothill Ranch Imports, LLC, Defendant
By: ______________
Its: ______________

APPROVED AS TO FORM AND CONTENT:

Dated: ______________

BLACKSTONE LAW, APC

By: ______________
Barbara DuVan-Clarke
Annabel Blanchard

Attorneys for Plaintiffs Kondori, Jerome, and the Aggrieved Employees

Dated: ______________

FISHER AND PHILIPS, LLP

By: ______________
Lisa Peterson
Mark Jacobs

Attorneys for Defendants Mission Imports and Foothill Ranch Imports, LLC

Dated: ____________

____
Hamid Kondori, Plaintiff

Dated: 12/18/2025

John Jerome
____
John Jerome, Plaintiff

Dated: ____________

____
Mission Imports, Defendant
By: ______________________________
Its: ______________________________

Dated: ____________

____
Foothill Ranch Imports, LLC, Defendant
By: ______________________________
Its: ______________________________

APPROVED AS TO FORM AND CONTENT:

Dated: ____________

BLACKSTONE LAW, APC

By: ______________________________
Barbara DuVan-Clarke
Annabel Blanchard

Attorneys for Plaintiffs Kondori, Jerome, and the Aggrieved Employees

Dated: ____________

FISHER AND PHILIPS, LLP

By: ______________________________
Lisa Peterson
Mark Jacobs

Attorneys for Defendants Mission Imports and Foothill Ranch Imports, LLC

Dated: ____________

____
Hamid Kondori, Plaintiff

Dated: ____________

____
John Jerome, Plaintiff

Dated: ____________

____
Mission Imports, Defendant
By: ___________________________
Its: ___________________________

Dated: ____________

____
Foothill Ranch Imports, LLC, Defendant
By: ___________________________
Its: ___________________________

APPROVED AS TO FORM AND CONTENT:

Dated: 12/18/2025

BLACKSTONE LAW, APC

By: Annabel Blanchard
Barbara DuVan-Clarke
Annabel Blanchard

Attorneys for Plaintiffs Kondori, Jerome, and the Aggrieved Employees

Dated: ____________

FISHER AND PHILIPS, LLP

By: ___________________________
Lisa Peterson
Mark Jacobs

Attorneys for Defendants Mission Imports and Foothill Ranch Imports, LLC

Dated: ____________ ______________________________
Hamid Kondori, Plaintiff

Dated: ____________ ______________________________
John Jerome, Plaintiff

Dated: 12/23/2025 Jodie Robison
Jodie Robison (Dec 23, 2025 07:34:17 PST)
Mission Imports, Defendant
By: Jodie Robison
Its: CFO

Dated: 12/23/2025 Jodie Robison
Jodie Robison (Dec 23, 2025 12:12:50 PST)
Foothill Ranch Imports, LLC, Defendant
By: Jodie Robison
Its: CFO

APPROVED AS TO FORM AND CONTENT:

Dated: ____________ **BLACKSTONE LAW, APC**

By: ______________________________
Barbara DuVan-Clarke
Annabel Blanchard

Attorneys for Plaintiffs Kondori, Jerome, and the Aggrieved Employees

Dated: 12/23/2025 **FISHER AND PHILIPS, LLP**

By: Lisa Peterson
Lisa Peterson
Mark Jacobs

Attorneys for Defendants Mission Imports and Foothill Ranch Imports, LLC

EXHIBIT 4

<u>NOTICE OF PAGA SETTLEMENT</u>

Hamid Kondori, et al. v. Mission Imports, et al.
Orange County Superior Court Case No. 30-2022-01295280-CU-OE-CXC

[Date]

[Employee Name]
[Employee Address]
[City, State Zip]

You are receiving this notice because of a lawsuit filed by Hamid Kondori and John Jerome ("Plaintiffs") against Mission Imports and Foothill Ranch Imports LLC ("Defendants"). By way of the lawsuit, Plaintiffs sought civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq*. ("PAGA"), for alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to furnish accurate itemized wage statements, failure to keep accurate payroll records, failure to timely pay wages upon termination, illegal chargebacks, conversion, and unfair and unlawful business practices.

Defendants deny the allegations in the lawsuit and deny that they owed any penalties, but to avoid further time and expense in litigation, Defendants and Plaintiffs have agreed to settle the case.

"PAGA", or the Private Attorneys General Act, is a California law that allows employees to sue their employers for Labor Code violations on behalf of themselves, other employees, and the state.

The settlement resolves the claims asserted in the lawsuit on behalf of all current and former hourly, non-exempt employees, and commissioned nonexempt employees, who worked for Mission Imports and/or Foothill Ranch Imports, LLC from October 31, 2021 through January 19, 2024 ("Aggrieved Employees").

According to Defendants' records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this letter is your settlement check. The settlement check will be valid for one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the check will be canceled. Funds from canceled checks will be transmitted to the State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee whose check is voided.

On [Insert date Gross Settlement Amount is fully funded], all Aggrieved Employees released, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. As an Aggrieved Employee, you do not have the option to exclude yourself from, or opt out of the settlement.

"Released Parties" means Defendants and all of their current and former officers, directors, employees and agents.

"Released PAGA Claims" means all claims against the Released Parties for civil penalties under California Labor Code §§ 2698 *et seq.* for the violations identified in the Operative Complaint and in Plaintiffs' PAGA Notice filed with the California Labor & Workforce Development Agency.

[continued next page]

Summary of the Settlement

The total gross settlement amount is Three Hundred Ninety-Five Thousand Dollars ($395,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to the LWDA and the Aggrieved Employees is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to Court approval: (1) PAGA Counsel's attorneys' fees of up to 35% of the Gross Settlement Amount (i.e. up to $138,250), and reimbursement of litigation costs and expenses, in an amount not to exceed Nine Thousand Five Hundred Seventy-Seven Dollars and Fifty-Five Cents ($9,577.55) to PAGA Counsel; (2) Enhancement Awards in an amount not to exceed Five Thousand Dollars ($5,000) to each of the two named Plaintiffs (for a total of $10,000) for their services in the Action; and (3) Administration Costs in an amount not to exceed Five Thousand One Hundred Fifty Dollars ($5,150) to the Settlement Administrator.

The estimated Net Settlement Amount of Two Hundred Thirty-Two Thousand Twenty-Two Dollars and Forty-Five Cents ($232,022.45) will be allocated 75% ($170,154.34) toward civil penalties to be paid to the LWDA (the "LWDA PAGA Portion"), and the remaining 25% ($61,868.11) will be distributed to Aggrieved Employees (the "Aggrieved Employees' PAGA Portion").

Aggrieved Employees are eligible to receive payment under the Settlement of their *pro rata* share of the Aggrieved Employees' PAGA Portion ("Settlement Payment") based on the relative number of pay periods he, she, or they worked as an hourly, non-exempt employee and/or a commissioned employer for Mission Imports and/or Foothill Ranch Imports, LLC during the PAGA Period ("Pay Periods").

The Settlement Administrator has used the following formula to calculate each Aggrieved Employee's payment:

> Aggrieved Employees' PAGA Portion ($61,868.11) -*multiplied by*- (Pay Periods worked by individual Aggrieved Employee -*divided by*- Total Pay Periods Worked by all Aggrieved Employees) = Settlement Payment.

Each Settlement Payment will be allocated as one hundred percent (100%) non-wage penalties, and will be reported on IRS Form 1099.

Do not call or write the Court to ask questions about the settlement. Any questions regarding the settlement can be directed to the settlement administrator, ILYM Group, at [Administrator Phone Number].