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and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE COUNTY

JOSE MARTIN, an individual, on behalf of himself and all others similarly situated and aggrieved,

Plaintiff,

vs.

RONDEUX RELOCATION SERVICES, INC. doing business as PENN CORPORATE RELOCATION SERVICES, a California Corporation; and DOES 1 TO 25,

Defendants.

Case No.: 30-2024-01436412-CU-OE-CXC

Assigned for all purposes to the Hon. Melissa R. McCormick
Dept. CX105

DECLARATION OF MEGAN E. ROSS IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

[*Filed concurrently with Motion for Approval of PAGA Settlement and Proposed Order*]

DECLARATION OF MEGAN E. ROSS

I, Megan E. Ross, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and a Senior Counsel with the law firm Abramson Labor Group, attorneys of record for Plaintiff Jose Martin ("Plaintiff"). I have personal knowledge of the following facts and could competently testify thereto if called upon to do so.

2. Plaintiffs and the PAGA Settlement Group Members contend that between August 22, 2023, and October 31, 2024 (the "PAGA Period"), Defendant violated Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

3. Defendant has denied and continues to deny each and every material factual allegation and alleged claims asserted in the Action and denies that Plaintiffs or any other alleged aggrieved employee has been harmed based on the allegations raised in the Action. The Parties dispute the merits of the claims and defenses.

4. The Parties exchanged various documents and information that allowed both sides to evaluate the potential exposure and potential risk, such as handwritten timekeeping records, electronic payroll records, hundreds of paystubs, Defendant's Employee Handbook, and the necessary data to evaluate the valuation of a PAGA settlement including number of PAGA Settlement Group Members and number of pay periods at issue.

5. Plaintiff's counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of PAGA damages, interviews of Plaintiff, trial management, and appellate issues and risks.

6. Now with a comprehensive Settlement Agreement that resolves the claims alleged in this case, Plaintiff seeks this Court's approval of a $180,000.00 PAGA settlement involving approximately 35 PAGA Settlement Group Members.

7. On August 22, 2024, Plaintiffs submitted a letter to the California Labor and Workforce Development Agency ("LWDA") to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiffs' intent to seek civil penalties under PAGA for violations of Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12,

1194, 1197, 1197.1, and 2802. The LWDA did not respond to this notice, thus allowing Plaintiff to file the instant lawsuit. A true and correct copy of the PAGA notice is attached hereto as **Exhibit 2**.

8. On October 28, 2024, Plaintiff filed this representative action complaint for Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") for violations of Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

9. Defendant vehemently denied the allegations and vowed to vigorously defend against them.

10. The parties considered the sharply disputed factual and legal issues involved in this litigation, the risks associated with further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the Action. On July 10, 2025, the Parties attended mediation with mediator Brandon Coen, Esq. and struck a settlement at the conclusion of the mediation, thereby fully and finally resolving the action in its entirety as set forth in the Settlement Agreement.

11. The Settlement Agreement and its terms represent a reasonable and adequate settlement of highly disputed claims, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with public policy and fully comply with applicable provisions of law. The Parties believe that settlement on the terms set forth in the Settlement Agreement is in the best interest of the Plaintiff, the LWDA, the PAGA Settlement Group Members covered by PAGA, and Defendant, and is fair and reasonable. The Parties now present the Settlement Agreement to this Court for approval.

12. Plaintiffs allege that Defendant failed to provide compliant meal periods to them and the PAGA Settlement Group Members. Specifically, Defendant enforces practices that effectively require Plaintiff and other Class Members to start their meal periods late after the end of the fifth hour.

13. In addition to failing to provide compliant meal periods, Plaintiff and the PAGA Settlement Group Members were not compensated with one (1) hours' worth of pay at their regular rate of compensation when they were not provided with a compliant meal period in accordance with Labor Code § 226.7(b).

14. Plaintiff alleges that Defendant failed to authorize or permit him and the PAGA Settlement Group Members to take duty-free rest periods of not less than ten (10) minutes for every major fraction

of four (4) hours worked. Specifically, Plaintiff alleges that, although Defendant maintains uniform compliant written policies, Defendant consistently applies verbal, noncompliant policies and practices that result in failing to provide employees from taking full 10-minute rest breaks, resulting in Plaintiff and the PAGA Settlement Group Members working during their entire rest breaks at the direction of Defendants and/or with Defendants' knowledge and acquiescence.

15. In addition to failing to authorize and permit compliant rest periods, Plaintiff asserted that Plaintiff and the PAGA Settlement Group Members were not compensated with one (1) hour's worth of pay at their regular rate of compensation when they were not provided with a compliant rest period in accordance with Labor Code § 226.7(b).

16. Plaintiff alleges that they and the PAGA Settlement Group Members were not paid all wages for their time spent working off-the-clock while waiting to be transported to their job site as a group. As such, none of that pre-shift time was accounted for on their time records.

17. Plaintiff and the PAGA Settlement Group Members were and are nonexempt employees entitled to the protections of IWC Wage Order No. 9-2001; California Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510, 512, 1194, and 1198.

18. In addition, during the PAGA Period, Plaintiff and the PAGA Settlement Group Members consistently worked five days per week for shifts of eight hours or more. During the course of Plaintiff's employment, and during the course of the employment of the PAGA Settlement Group Members, Defendant failed to compensate Plaintiff and the PAGA Settlement Group Members for overtime hours worked as required under the aforementioned Labor Codes and Regulations.

19. Defendant failed to accurately record the overtime hours worked by Plaintiff and the PAGA Settlement Group Members. Additionally, Defendant failed to accurately record all rates of pay in effect during the pay period.

20. At the time of Plaintiff's and the PAGA Settlement Group Members' respective separation dates, Plaintiff and the PAGA Settlement Group Members had unpaid wages. Plaintiff resigned without notice, however, Defendant failed to pay Plaintiff his final wages within 72 hours.

21. At the time of Plaintiff's and the PAGA Settlement Class Members' respective separation dates, Plaintiff and the PAGA Separation Group Members had unpaid wages. Defendant willfully failed

to pay Plaintiff and the PAGA Settlement Group Members who are no longer employed by Defendant for their uncompensated hours, uncompensated overtime, and missed, untimely, or on-duty meal periods and rest breaks, accrued vacation time/paid time off at the forgoing rate upon their separation from employment with Defendant.

22. Plaintiff and the PAGA Settlement Group Members incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Defendant, Defendant did not reimburse Plaintiff and the PAGA Settlement Group Members for these expenditures or losses. Such expenses include, but are not limited to, expenses for cell phone data for the use of their personal cell phones required for communication purposes with coworkers during their shifts and for the purchase of tools required to carry out daily tasks.

23. The number of PAGA Settlement Group Members in the PAGA covered period is only 35 and the number of PAGA-eligible pay periods is approximately 825.

24. Defendant asserted numerous defenses to the claims. For example, a significant factor in evaluating the value of a PAGA-only case is that all PAGA awards are discretionary and subject to potentially significant reduction by the Court. Defendant maintains that given their good faith and *de minimis* defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims.

25. Additionally, Defendant argued Plaintiff could only seek PAGA penalties at the $100 "initial" violation rate, as opposed to the $200 "subsequent" violation rate, as before Plaintiff initiated this action, Defendant had never been put on notice by a court or the Labor Commissioner that its practices violated the Labor Code. As a result, Plaintiff gave Defendant the benefit of the "initial" $100.00 per pay period violation as opposed to the $200.00 subsequent per violation rate in calculating penalties. In light of the foregoing, Plaintiff's Counsel took into consideration the defenses raised and applied the appropriate discounts.

26. Through the successful efforts of Plaintiffs and their attorneys, a common fund was created in the amount of $180,000 for the benefit of the PAGA Settlement Group Members and the State of California.

27. With 825 pay periods at issue, under *Carrington* an appropriate settlement amount could

be as low as $4,125.00. Instead, despite the risks of the case identified through mediation and exchange of documents and information with opposing counsel, the Total Settlement Amount of $180,000.00 results in $218.18 for each pay period.

28. The proposed Settlement, even with deductions, provides a substantial sum of $33,250.00 to the aggrieved employees and $61,750.00 to the LWDA.

29. The Settlement commits Defendant to pay over $95,000.00 in PAGA penalties (after fees/costs), which is large enough to punish Defendant for alleged violations and to deter such alleged conduct in the future.

30. I have specialized in wage and hour litigation since 2005 and was first certified as class counsel in 2008. In the last twenty years, I have been certified as class counsel in dozens of cases. In addition, I have defended companies against class actions in dozens of matters.

31. The actual litigation costs in this case by Plaintiff's Counsel to date amounts to $14,149.55, which includes anticipated costs in association with the filing and serving of the present motion, and in connection with shepherding this settlement through funding and disbursement.

32. The Settlement and this Motion are concurrently being submitted to the LWDA in accordance with Labor Code section 2699(l)(2). A true and correct copy of LWDA confirmation is attached hereto as **Exhibit 3.**

33. The Parties have agreed to use Simpluris, Inc. as the Settlement Administrator. A true and correct copy of Simpluris, Inc.'s bid to administer settlement checks is attached hereto as **Exhibit 4**.

34. A true and correct copy of the Cover Letter to Aggrieved Employees is attached hereto as **Exhibit 5**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 17, 2026 at Orange, California.

Megan E. Ross

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement" or "Agreement") is made and entered into between Plaintiff Jose Martin ("Plaintiff"), in his individual capacity and as a private attorney general, and Defendant RonDeux Relocation Services, Inc. doing business as Penn Corporate Relocation Services ("Defendant" or "RonDeux") regarding the pending Case (defined below). Plaintiff and RonDeux (collectively, the "Parties") hereby agree that the entire Case shall be settled on the terms and conditions set forth in this Settlement Agreement, subject to approval of the Court.

I. DEFINITIONS

As set forth herein, the following terms shall have the following meanings:

1. **"Administration Costs"** shall mean the amount paid to the third-party administrator for administering the PAGA Payment, which shall not exceed Five Thousand Dollars ($5,000).

2. **"Case"** means the action pending in the Orange County Superior Court entitled, *Jose Martin v. RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services*, Case No. 30-2024-01436412-CU-OE-CXC.

3. **"Court"** means the Orange County Superior Court.

4. **"Covered Pay Periods"** means the pay periods in which PAGA Settlement Group Members provided services to RonDeux in California during the PAGA Period.

5. **"Defendant"** means RonDeux Relocation Services, Inc. doing business as Penn Corporate Relocation Services.

6. **"Defendant's Counsel"** means: John Haubrich and Krikor Moloyan of the law firm O'Hagan Meyer LLP.

7. **"Effective Date"** means the date of service of the Notice of Entry of the Court's Final Order dismissing the Case with prejudice ("Final Order").

8. **"Final Order"** means the order the Court signs dismissing the Case with prejudice, substantially in the form attached hereto as Exhibit A.

9. **"Funding Deadline"** means RonDeux agrees to fully fund the Gross Settlement Amount within thirty (30) calendar days of the Final Order.

10. **"Gross Settlement Amount"** shall mean the total of One Hundred Eighty Thousand Dollars ($180,000), which is the maximum that RonDeux will be required to pay under this Settlement Agreement. The Gross Settlement Amount will be used to pay all payments to the LWDA, PAGA Settlement Group Members, and Settlement Administrator, as well as Plaintiff's Counsel's attorneys' fees and costs and Plaintiff's Individual Payment.

11. **"Individual PAGA Payment"** or **"Settlement Share"** means the proportional pro rata amount payable from the PAGA Payment to each of the PAGA Settlement Group Members out of the 35% of the PAGA Payment attributable to civil penalties under California Labor Code section 2699, with such individual shares to be based on the number of Covered Pay Periods during which a PAGA Settlement Group Member worked for RonDeux during the PAGA Period. PAGA Settlement Group Members will be issued IRS Form 1099s for their Individual PAGA Payments.

12. **"LWDA"** means the California Labor & Workforce Development Agency.

13. **"LWDA Payment**" means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.

14. **"Net Settlement Amount"** means the amount from the Gross Settlement Amount that is available for distribution to the PAGA Payment (the LWDA Payment plus the Individual PAGA Payments to the PAGA Settlement Group Members) after deducting (1) the Settlement Administrator's fees and expenses (subject to Court approval); (2) the Plaintiff Individual Payment (subject to Court approval); and (3) Plaintiff's attorneys' fees and costs (subject to court approval). The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members in payment of PAGA penalties.

15. **"Omitted Person(s)"** means any additional persons who are not initially included in the list of PAGA Settlement Members provided to the Settlement Administrator—but should have been—that are discovered at any time, including after checks are mailed to PAGA Settlement Members.

16. **"PAGA"** means the California Labor Code Private Attorneys General Act, California Labor Code sections 2698 *et seq*.

17. **"PAGA Payment"** means the LWDA Payment plus the Individual PAGA Payments to the PAGA Settlement Group Members, which collectively equals the amount from the Net Settlement Amount that remains after deducting (1) the Settlement Administrator's fees and expenses (subject to Court approval); (2) the Plaintiff Individual Payment (subject to Court approval); and (3) Plaintiff's attorneys' fees and costs (subject to court approval). One hundred percent (100%) of the PAGA Payment shall be allocated to civil penalties under California Labor Code section 2699, with sixty-five percent (65%) of the PAGA Payment going to the LWDA and thirty-five percent (35%) going to the Individual PAGA Payments.

18. **"PAGA Period"** means the time period from August 22, 2023, through October 31, 2024.

19. **"PAGA Settlement Group Member(s)"** means any and all persons employed by Defendant in any nonexempt, hourly position in the State of California during the PAGA Period.

20. **"Plaintiff"** means Jose Martin.

21. **"Plaintiff's Counsel"** means Cheryl A. Kenner of the law firm of Abramson Labor Group.

22. **"Plaintiff's Individual Payment"** shall mean the Five Thousand Dollars ($5,000), to be paid to Plaintiff in settlement of his Individual Claims (defined below) in exchange for the full release of Plaintiff's Released Claims against Defendant. The Settlement Administrator (and not Defendant) shall issue an IRS Form 1099 to Plaintiff reflecting his Individual Payment.

23. **"Released Parties"** means Defendant RonDeux Relocation Services, Inc. doing business as Penn Corporate Relocation Services, Ronald Ott, Ron Larrieu, and all of its respective past, present, and future direct and indirect affiliates, parents, subsidiaries, predecessors, successors and assigns, and all of their respective past, present and future partners, principals, officers, directors, employees, attorneys, insurers, representatives and agents, whether acting as agents or in individual capacities, their pension and welfare benefit plans (and their respective plan administrators, fiduciaries, insurers and trustees, and this Settlement Agreement shall inure to the benefit of and shall be binding and enforceable by all such entities and individuals.

24. **"Settlement Administrator"** means Simpluris, Inc. ("Simpluris"), the third-party administrator retained by the Parties to administer the settlement.

II. <u>RECITALS</u>

1. Plaintiff worked as a nonexempt employee in the position of Mover for Defendant from approximately January 10, 2022 to September 24, 2023.

2. On August 22, 2024, Plaintiff sent a letter to the LWDA notifying the LWDA that he intended to pursue a PAGA action against RonDeux for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

3. On October 28, 2024, Plaintiff filed his PAGA Representative Action Complaint against RonDeux in the Superior Court of the State of California, County of Orange.

4. The operative PAGA Representative Action Complaint alleges a single cause of action for civil penalties pursuant to PAGA on behalf of all current and former non-exempt, hourly employees of RonDeux under the following theories of liability: Defendant (1) failed to provide legally compliant meal periods and rest breaks or pay premiums in lieu thereof; (2) failed to pay all minimum and overtime wages; (3) failed to furnish timely and adequate wage statements; (4) failed to reimburse all necessary, business-related expenses; and (5) failed to pay all wages owed upon separation.

5. On July 10, 2025, the Parties attended mediation with mediator Brandon Coen, Esq. and struck a settlement at the conclusion of the mediation, thereby fully and finally resolving the action in its entirety.

III. TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Representation Regarding PAGA Settlement Group Members and Pay Periods.** RonDeux represents that there are approximately 35 individuals that compose the PAGA Settlement Group Members. These PAGA Settlement Group Members are associated with approximately 825 total pay periods.

2. **Non-Admission and Denial of Liability.** This Settlement Agreement is a product of compromise. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff or the LWDA that their representative claims do not have merit or by RonDeux of any liability or wrongdoing as to Plaintiff, the PAGA Settlement Group Members, or any other person. RonDeux expressly denies that it violated the law in any manner alleged in the Action. Moreover, nothing in this Settlement Agreement shall be construed to be an admission by RonDeux that the claims against RonDeux have merit or that RonDeux is liable or engaged in any wrongdoing. The Parties have entered into this Settlement Agreement to avoid further disputes and litigation in the Case with the attendant inconvenience, nuisance, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability. The Parties agree that an express condition of this Settlement Agreement is that there has been no finding of liability on the merits, and that this Settlement Agreement therefore cannot be a basis to assert offensive collateral estoppel against RonDeux.

3. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount is One Hundred Eighty Thousand Dollars ($180,000) inclusive of Plaintiff Counsel's attorney's fees and costs.

4. **Escalator Clause.** RonDeux certifies that there is a total of 825 pay periods in the PAGA Period. However, if the total number of pay periods proves to be at least ten percent (10%) higher or at least 908 pay periods worked, then RonDeux shall increase the Gross Settlement Amount by ten percent (10%), and that increase in the Gross Settlement Sum shall be proportional to the increase in pay periods. For instance, if the PAGA Period ultimately contains 908 pay periods—a ten percent (10%) increase in pay periods, the Gross Settlement Amount shall increase by ten percent (10%) to be One Hundred and Ninety-Eight Thousand Dollars ($198,000). The Parties agree that the per-pay-period value is $218.18 per pay period ($180,000/825 pay periods).

5. **Omitted PAGA Members.** If there are any additional persons not initially included in the list of PAGA Settlement Members that are discovered at any time, including after checks are mailed to PAGA Settlement Members, those Omitted Persons shall be entitled to an Individual PAGA Payment from RonDeux worth $218.18 per pay period. For instance, if the Omitted Person is attributed five (5) pay periods during the PAGA Period, RonDeux must issue a check to that Omitted Person in the amount of One Thousand and Ninety Dollars and Ninety Cents ($1,090.90) (5 pay periods x $218.18 per pay period).

6. Funding Deadline. RonDeux agrees to fully fund the Gross Settlement Amount within thirty (30) calendar days of the Court entering the Final Order.

7. Components of the Gross Settlement Amount. The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

a. Attorneys' Fees and Litigation Costs. Plaintiff's Counsel will request, and Defendant will not oppose, attorneys' fees in an amount not to exceed one-third of the Gross Settlement in the amount of Sixty Thousand Dollars ($60,000) and costs incurred in an amount not to exceed Fifteen Thousand Dollars ($15,000). Should the Court approve an award of attorney's fees and/or costs of less than these amounts, any amount remaining will be included in the Net Settlement Amount to be distributed to the LWDA and PAGA Settlement Group Members.

b. Administration Costs. Administration Costs shall include the cost of the Administrator selected by Plaintiff, approved by Defendant, to administer the PAGA Payment. The Parties have selected the third-party administrator Simpluris to administer the settlement which will include, *inter alia*, the required tax reporting on Individual PAGA Payments, tax reporting of Plaintiff's Individual Payment, the issuing of 1099 IRS Forms, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations. The Administration Costs for administering the PAGA Payment shall be paid from the Gross Settlement Amount and shall not exceed Five Thousand Dollars ($5,000).

c. Plaintiff's Individual Payment. Subject to Court approval, Plaintiff shall receive the Plaintiff's Individual Payment in settlement of the Individual Claims in exchange for the full release of Plaintiff's Released Claims against RonDeux and/or the Released Parties. Should the Court approve an award of Plaintiff's Individual Payment of less than Five Thousand Dollars ($5,000), any amount remaining will be included in the Net Settlement Amount to be distributed to the LWDA and the PAGA Settlement Group Members. This payment will be reported on an IRS Form 1099 issued to Plaintiff.

8. Net Settlement Amount. The Gross Settlement Amount will be used to pay the following amounts, subject to court approval: (1) attorneys' fees (not to exceed $60,000) and litigation costs (not to exceed $15,000); Plaintiff's incentive award (not to exceed $5,000), and the Settlement Administrator's costs (not to exceed $5,000). After these foregoing amounts are deducted, the remaining amount shall form the Net Settlement Amount, of which 100% shall be allocated to the PAGA Payment.

a. PAGA Payment. The PAGA Payment shall be paid in final settlement and resolution of the PAGA Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699. The PAGA Payment shall be distributed as follows:

(1) The LWDA shall receive 65% of the PAGA Payment; and

(2) The PAGA Settlement Group Members shall receive 35% of the PAGA Payment— PAGA Settlement Group Members' Settlement Shares— which shall be allocated to each PAGA Settlement Group Member on a pro rata basis using the number of Covered Pay Periods worked as a PAGA Settlement Group Member. These penalty settlement payments will be reported on IRS Form 1099s.

9. Releases.

a. PAGA Release. In his capacity as a private attorney general and an "aggrieved employee" acting on behalf of himself, the PAGA Settlement Group Members, and as a proxy or agent of the LWDA and the State of California, Plaintiff agrees to release RonDeux and the other Released Parties, from any and all PAGA Released Claims that arose during the PAGA Period. The express purposes of this Settlement Agreement and the Final Order to be entered by the Court following approval of this Settlement Agreement regarding the Action is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA from asserting any of the PAGA Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal.4th 969, 986 (2009), the ability of Plaintiff, the State of California and any PAGA Settlement Group Member (which includes any legal heirs and/or successors in interest of each and every PAGA Settlement Group Member) to bring a PAGA Released Claim on behalf of the LWDA is completely and forever foreclosed. Any Party to this Settlement Agreement may use the Settlement Agreement to assert that this Settlement Agreement and the Final Order to be entered by the Court following approval of this Settlement Agreement bar any later-filed action asserting any of the PAGA Released Claims against any of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiff and/or the PAGA Settlement Group Members cash their Individual PAGA Payment checks, so long as the Gross Settlement Amount is administered and carried out according to this Settlement Agreement. No PAGA Settlement Group Member has the right to opt-out of, object to, or otherwise challenge this PAGA Release.

b. PAGA Released Claims. "PAGA Released Claims" means all claims, causes of action, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, or interest that were alleged or could have been alleged in the Case that are based on alleged failure to provide meal periods; failure to provide rest breaks; failure to pay minimum wages; failure to pay overtime wages; failure to furnish timely, accurate wage statements; failure to pay all wages upon separation; failure to reimburse all necessary, business-related expenses; and failure to pay all wages earned through the end of the PAGA Period. No PAGA Settlement Group Member has the right to opt-out of, object to, or otherwise challenge the PAGA Released Claims. The Parties agree that, beyond the Gross Settlement Amount (subject to increase pursuant to the Escalator Clause at Paragraph 4), RonDeux shall not owe any additional monies to the PAGA Settlement Group Members or the LWDA, based on the PAGA Released Claims. Upon full funding of the Gross Settlement Amount, except as to such rights or claims as may be created by this Settlement Agreement, all PAGA Settlement Group Members and the

LWDA fully release and discharge the Released Parties from all PAGA Released Claims during the PAGA Period.

c. Plaintiff's Released Claims. In consideration for receiving Plaintiff's Individual Payment described above, and as a condition of RonDeux's willingness to enter into this Agreement, Plaintiff hereby binds himself, and all of his heirs, beneficiaries, trustees, administrators, executors, assigns, agents and legal representatives (collectively, the "Releasors"), and hereby releases, waives, and forever discharges RonDeux and the Released Parties from, and hereby acknowledges full accord and satisfaction of, any and all claims, causes of action, debts, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, interest and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal, state or local law or otherwise) regarding any and all disputed claims, with respect to Plaintiff, that RonDeux failed to provide meal periods; provide rest breaks; pay minimum wages; pay overtime wages; furnish timely, accurate wage statements; pay all wages upon separation; reimburse all necessary, business-related expenses; and pay all wages earned up to and including the date of the execution of this Settlement Agreement ("Plaintiff's Released Claims").

Plaintiff also covenants not to sue RonDeux and/or the Released Parties for any of Plaintiff's Released Claims, agrees not to participate in any class, collective, representative, or group action that may include any of Plaintiff's Released Claims, and by this agreement, affirmatively opts out of any such class, collective, representative or group action. Plaintiff agrees not to participate in, seek to recover in, or assist in any litigation or investigation by other persons or entities against RonDeux and/or the Released Parties, except as required by law. Plaintiff's Individual Payment shall be paid to Plaintiff specifically in exchange for the release of the Released Parties from Plaintiff's Released Claims and for the covenant not to sue concerning Plaintiff's Released Claims. Notwithstanding any other provision of this Settlement Agreement, this release does not release any claims that cannot lawfully be released by private agreement.

Nothing in this Settlement Agreement precludes Plaintiff from participating in any investigation or proceeding before any government agency or body. However, while Plaintiff may file a charge and participate, by signing this Settlement Agreement, Plaintiff waives any right to bring a lawsuit against RonDeux and the Released Parties regarding Plaintiff's Released Claims and waives any right to any individual monetary recovery. Nothing in this Settlement Agreement is intended to impede Plaintiff's ability to report possible securities law violations to the government or to receive a monetary award from a government administered whistleblower-award program. Nothing in this Settlement Agreement waives Plaintiff's right to testify or prohibits Plaintiff from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment when Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the California state legislature.

d. Waiver of Civil Code Section 1542 by Plaintiff. Plaintiff, on behalf of himself and his respective heirs, beneficiaries, trustees, executors, administrators, assigns, agents, insurers, representatives, and successors (but not on behalf of the PAGA Settlement Group

Members or the LWDA), expressly waives any and all rights and benefits conferred by the provisions of section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other jurisdiction with respect to Plaintiff's Released Claims and the PAGA Released Claims. This section provides as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Thus, subject to and in accordance with the provisions of this Settlement Agreement, even if Plaintiff may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims and the PAGA Released Claims, he shall be, upon the Effective Date, deemed to have and by operation of the Final Order shall have, fully, finally, and forever settled and released any and all of Plaintiff's Released Claims and the PAGA Released Claims. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

8. Covenants and Representations by Plaintiff and Plaintiff's Counsel.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with, and indeed has consulted with, his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

9. No Press Releases. No Party or their counsel shall issue a press release or otherwise notify the media about the terms of this Settlement Agreement or the Case, nor advertise or market any of the terms of this Settlement Agreement or the Action through written, recorded or electronic communication. The Parties and their counsel further agree that, if contacted regarding this case, they will state only that the lawsuit exists and has been resolved. This provision is not intended to, and does not limit, Plaintiff's Counsel from notifying the LWDA of the settlement or responding to questions from and providing advice to PAGA Settlement Group

Members regarding the settlement after Court approval is granted. This provision also does not preclude the Parties from corresponding with any settlement administrators nor from filing with the Court documents (including this Settlement Agreement) necessary to obtain Court approval pursuant to PAGA.

10. Court Approval of Settlement of Action. Plaintiff's Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Settlement ("Motion for Approval") regarding the resolution of this Case. Along with the Motion for Approval, Plaintiff will submit a proposed Final Order as agreed upon by the Parties (**Exhibit A** attached hereto). The Motion and Proposed Final Order shall also be served on the LWDA when filed with the Court. If the Court does not approve the settlement reached at mediation, the Parties agree to work cooperatively together to renegotiate the terms of any settlement within 60 days of the first date the Court fails to approve the settlement. Should Court approval of a settlement still not occur within 60 days after any such renegotiation, then any settlement and agreement is null and void, of no force and effect whatsoever and shall not be referred to or used for any purpose whatsoever and the Parties will be restored to their positions prior to mediation, unless the Parties mutually agree otherwise in writing.

11. Dismissal of Class Claims. Within fourteen (14) days of Plaintiff's execution of this Agreement, Plaintiff shall file a Request for Dismissal of all class allegations without prejudice in the Action. Court approval of the dismissal and dismissal are material conditions of the Settlement and a condition precedent to payment of any portion of the Settlement Amount.

12. Non-Approval of Settlement Agreement. Because settlement of the Action requires Court approval pursuant to California Labor Code section 2699(l)(2), the Settlement Agreement is conditional and contingent upon the Court's approval and entry of the Final Order. If the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, then each of the Parties by and through Counsel, will cooperate with each other and use their best efforts to revise the affected term(s) of the Settlement Agreement. If, however, the Court does not approve the Gross Settlement Amount, either Party shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it 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 Agreement.

13. Waiver of Right to Appeal. Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, RonDeux, and their respective counsel hereby waive any and all rights to appeal the approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered.

IV. ADMINISTRATION OF THE SETTLEMENT

1. Motion for Approval of PAGA Settlement Regarding the Case. After the execution of this Settlement Agreement, Plaintiff shall file a Motion for Approval of the PAGA Settlement regarding the Case and will serve the Motion and this Settlement Agreement on the

LWDA consistent with California Labor Code section 2699(l)(2). As part of this, Plaintiff agrees to undertake any efforts necessary for the Court to enter a Final Order of approval. Within ten (10) calendar days of receipt of the Final Order, Plaintiff shall submit a copy of the executed Final Order to the LWDA consistent with California Labor Code section 2699(l)(3).

2. Settlement Administration. A third-party administrator mutually acceptable to all Counsel (the "Settlement Administrator") will administer distribution of the PAGA Payment. Specifically, the Administrator will update addresses for PAGA Settlement Group Members via the USPS National Change of Address database and perform a skip tracing process to determine the best, most recent address prior to distribution of the PAGA Payment; determine Individual PAGA Payment amounts for each PAGA Settlement Group Member; distribute Plaintiff's Counsel's attorneys' fees and costs and Individual PAGA Payments to PAGA Settlement Group Members; re-mail undeliverable Individual PAGA Payment checks; make payment to the LWDA for its 65% share of the PAGA Payment; redirect the funds of uncashed checks for Individual PAGA Payments to the California State Controller's Office's Unclaimed Property Division in the name of the PAGA Settlement Group Member; and perform related tax, accounting, and administration services.

3. Timing of Settlement Payments and Receipt of Contact Information.

a. Within seven (7) calendar days after the Court signs the Final Order approving the Settlement, RonDeux will provide to the Settlement Administrator all PAGA Settlement Group Members' names, last known addresses and telephone numbers, Social Security numbers, and number of Covered Pay Periods (collectively, "PAGA Settlement Group Members' Information"). This information will remain confidential and will not be disclosed to anyone, except pursuant to RonDeux's express written authorization or by order of the Court. The Settlement Administrator shall provide to Plaintiff's Counsel the total number of PAGA Settlement Group Members and total number of Covered Pay Periods.

b. Within two (2) business days after RonDeux provides the Settlement Administrator with the PAGA Settlement Group Members' Information, (1) the Settlement Administrator will provide RonDeux with wire transfer information and (2) Plaintiff's Counsel will provide the Settlement Administrator with Plaintiff's mailing address and Plaintiff's Counsel's W-9 and wire transfer information for attorneys' fees and litigation costs.

c. RonDeux will transfer the Gross Settlement Amount to the Settlement Administrator via wire transfer by the Funding Deadline.

d. Within ten (10) calendar days after RonDeux has fully funded the Gross Settlement Amount, the Settlement Administrator shall distribute from the Gross Settlement Amount: (1) Plaintiff's Counsel's attorney's fees and costs via wire transfer, (2) Plaintiff's Individual Payment via paper check via regular First-Class U.S. Mail, and (3) the Settlement Administrator's costs.

e. Within ten (10) calendar days after RonDeux has fully funded the Gross Settlement Amount, the Settlement Administrator shall distribute from the Net Settlement Amount: (1) the LWDA Payment and (2) Settlement Shares.

4. Distribution of Settlement Shares.

a. The Settlement Administrator will issue to each PAGA Settlement Group Member at their last known address a check for their Individual PAGA Payment, along with the explanatory letter (the Parties have agreed on the form of the letter, attached as Exhibit B). Checks will remain negotiable for one hundred and eighty (180) days. Any checks returned as non-deliverable on or ten (10) calendar days before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or similar search using the name, address, or Social Security number of the PAGA Settlement Group Member, and will then perform a single re-mailing. The Settlement Administrator shall mail a check-cashing reminder postcard to those PAGA Settlement Group Members who have not negotiated their Individual PAGA Payment checks thirty (30) days prior to the check stale date. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than 180 days after issuance shall be tendered to the California State Controller's Office's Unclaimed Property Division in the name of the PAGA Settlement Group Member.

5. Accounting. The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid.

6. No Tax Representations. The Parties agree that all tax obligations, if any, which may arise from the payments set forth above shall be the sole obligation of Plaintiff and/or PAGA Settlement Group Members. Plaintiff acknowledges that Plaintiff's Counsel and RonDeux do not make representations or warranties with respect to any tax consequences or characterization of the nature of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. Stay of Case. The Parties agree to stay the Case, except to the extent necessary to complete, finalize and implement this Settlement Agreement.

2. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

3. Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

4. Costs and Fees. Except as otherwise agreed herein, the Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Case.

5. Authority. RonDeux represents and warrants that the undersigned has the authority to act on behalf of RonDeux and to bind RonDeux to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Settlement Agreement, including each and every PAGA Settlement Group Member (which includes any legal heirs and/or successors-in-interest of each and every PAGA Settlement Group Member) and the LWDA.

6. Governing Law. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in this Court.

7. Complete Agreement. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Case. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in interest.

8. Nullification of Settlement Agreement. In the event that the Settlement Agreement does not become final as provided herein for any reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, the Parties will be returned to their original respective positions.

9. Continuing Jurisdiction. Following the Judgment and the Court's Order dismissing the Case, the Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6, over this action and the Parties and PAGA Settlement Group Members, to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of this Settlement Agreement.

10. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement.

11. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

12. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Case, acknowledging that the Court "may award a lesser amount than the maximum civil penalty amount specified by" PAGA "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal Lab. Code § 2699(e)(2). The Parties have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

13. Invalidity of Any Provision and Severability. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable. Should any portion, word, clause, phrase, sentence, or paragraph of this Settlement Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

14. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

15. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, that this Settlement Agreement has been executed with the consent and advice of counsel, and this Settlement Agreement has been reviewed in full. The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

16. Cooperation, Execution of Necessary Documents and Disputes. The Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement Agreement and receive approval from the Court. The Court will retain continuing jurisdiction as to the implementation of the Settlement Agreement, interpretation of the Settlement Agreement, the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement.

17. Entire Integrated Agreement. This Settlement Agreement constitutes the entire integrated agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. This Settlement Agreement may not be modified except in a written document signed by Plaintiff and Defendant.

18. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms. The Parties further agree that, as of the date of the Final Order, Plaintiff, all other PAGA Settlement Group Members, the LWDA, and RonDeux shall be bound by this Settlement Agreement as to this Case. RonDeux fully funds the Gross Settlement Amount.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 10 / 21 / 2025 Jose Martin

Jose Martin

DEFENDANT: **RONDEUX RELOCATION SERVICES, INC.**

Dated: ____________ By: ____________

Ron Ott, Owner

Dated: ____________ By: ____________

Ron Larrieu, Owner

APPROVED AS TO FORM:

ABRAMSON LEVIN & GINDI LLP

Dated: 10/21/2025 By: Cheryl Kenner

Cheryl A. Kenner

Attorneys for Plaintiff Jose Martin, individually and on behalf of all Aggrieved Persons implied, between the Parties to this Agreement. This Settlement Agreement may not be modified except in a written document signed by Plaintiff and Defendant.

18. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms. The Parties further agree that, as of the date of the Final Order, Plaintiff, all other PAGA Settlement Group Members, the LWDA, and RonDeux shall be bound by this Settlement Agreement as to this Case. RonDeux fully funds the Gross Settlement Amount.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 10 / 21 / 2025 — Jose Martin

Jose Martin

DEFENDANT: **RONDEUX RELOCATION SERVICES, INC.**

Dated: 10/27/2025 By: Ronald Ott

Ron Ott, Owner

Dated: 10/27/2025 By: [signature]

Ron Larrieu, Owner

APPROVED AS TO FORM:

ABRAMSON LEVIN & GINDI LLP

Dated: 10/21/2025 By: Cheryl Kenner

Cheryl A. Kenner

Attorneys for Plaintiff Jose Martin, individually and on behalf of all Aggrieved Persons

O'HAGAN MEYER LLP

Dated: 10/31/25 By: ____________________

Krikor Moloyan

Attorneys for Defendant RonDeux Relocation Services, Inc.

EXHIBIT 2

ABRAMSON LABOR GROUP

1700 W Burbank Blvd.
Burbank, California 91506
t | 213.493.6300
Cheryl.K@abramsonlabor.com
www.AbramsonLaborGroup.com

August 22, 2024

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

RonDeux Relocation Services, Inc.
dba Penn Corporate Relocation Services
Attn: Legal Department
1515 W. Mable Street
Anaheim, CA 92802

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE SECTION 2698, *ET SEQ.*

To: The California Labor and Workforce Development Agency; RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services

From: Jose Martin, on behalf of himself and all other current and former hourly nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Jose Martin ("Mr. Martin") to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Martin, "Claimants") who have been injured by RonDeux Relocation Services, Inc. doing business as Penn Corporate Relocation Services' ("RonDeux Relocation") violations of the California Labor Code. Mr. Martin, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of RonDeux Relocation, intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

RonDeux Relocation is operating throughout California as a relocation and storage company serving corporate clients in various industries including healthcare, financial, legal, and museums and galleries to relocate and/or store entire offices, warehouses, and manufacturing facilities including all furniture and installation, networking equipment, and artwork.

Claimant Mr. Martin works for RonDeux Relocation as an hourly, nonexempt employee in the position of Mover, earning $19.00 per hour from approximately January 10, 2022 through September 23, 2023. Mr. Martin, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in office relocations (both move-out and move-in) for RonDeux Relocation. As part of their employment with RonDeux Relocation, Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work, some with and some without pay, while performing tasks collectively including, but not limited to, driving as a group to the client's destination, moving furniture and equipment, moving objects already disassembled, staging furniture to be assembled, and assembling furniture.

Claimant Mr. Martin regularly worked five (5) days per week for 8 hours or more hours per day. During the entire course of his employment, RonDeux Relocation failed to provide Mr. Martin and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal periods and rest breaks. RonDeux Relocation has also failed to pay minimum wages to Mr. Martin and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 9-2001. As a consequence, RonDeux Relocation has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 9-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, RonDeux Relocation has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

RonDeux Relocation has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, RonDeux Relocation has failed and continues to fail to provide timely, accurate wage statements to Mr. Martin and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by RonDeux Relocation, including Mr. Martin, RonDeux Relocation has violated Labor Code section 203 by failing to pay all wages due upon separation. RonDeux Relocation has failed and continues to fail to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for cell phone expenses and for the purchase of tools required to carry out their duties, in violation of Labor Code section 2802. Mr. Martin is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Martin intends to bring an action against RonDeux Relocation under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.[1]

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[1] Without limitation, Mr. Martin, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

> The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,

Theories of Labor Code Violations and Remedies:

Claimant Mr. Martin was employed by RonDeux Relocation from approximately January 10, 2022 through September 23, 2023 as a Mover. For a period of at least four (4) years prior to August 2024, but for our purposes here, one (1) year prior, RonDeux Relocation has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. RonDeux Relocation has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 9-2001. First, Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because Claimants manually recorded their time on a handwritten time sheet, recorded the time of their scheduled shift rather than the actual time they began performing compensable work. Claimants' off-the-clock time was never subsequently added and, therefore, uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock. Second, Defendant enforces practices that effectively require Claimants to perform work during their meal periods and rest breaks, the effects of which Defendant could have mitigated by increasing staff to complete jobs more quickly to allow the crew to take rest breaks. However, Defendant instead chose to preserve smaller-than-optimum staffing levels, which forced meal periods and rest breaks into noncompliance. With that, RonDeux Relocation's corresponding failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes RonDeux Relocation's failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. RonDeux Relocation's failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 9-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, RonDeux Relocation failed to authorize and permit timely, full-length meal periods for Mr. Martin and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 9-2001. Mr. Martin and Claimants regularly took their meal periods late—after the end of the fifth hour, because work remained that needed attention and could not wait or else could not be interrupted or left incomplete while unattended. As a result, RonDeux Relocation did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Accordingly, since RonDeux Relocation required Mr. Martin and others similarly situated to work during their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 9-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, for the same reasons cited in the preceding paragraph regarding meal periods, RonDeux Relocation likewise failed to authorize and permit Mr. Martin and all other similarly aggrieved employees to take full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 9-2001.

1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

Claimants were not able to take their requisite number of 10-minutes rest breaks based on their shift duration; in fact, Claimants regularly worked through both of their rest breaks. Plainly, the policy was to forgo rest breaks entirely. Nonetheless, RonDeux Relocation did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 9-2001. Furthermore, since RonDeux Relocation required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, RonDeux Relocation was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Mr. Martin and Claimants regularly worked overtime hours. RonDeux Relocation has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, RonDeux Relocation failed to provide Mr. Martin and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 9-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from RonDeux Relocation, including Mr. Martin, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Mr. Martin, did not receive his final pay of all wages owed upon separation within 72 hours nor did he receive the wages RonDeux Relocation did pay based on RonDeux Relocation's prior failings to pay all wages owed every pay period, including but not limited to minimum wage, overtime, and meal and rest premiums owed and for all hours worked, as explained above.

Claimants were at all times entitled to be provided timely and accurate **wage statements** from RonDeux Relocation pursuant to Labor Code section 226. Because RonDeux Relocation failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants' wage statements were inaccurate in reflecting overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Finally, Claimants were entitled to be reimbursed by RonDeux Relocation for all necessary, **business-related expenses** they incurred in executing their duties for RonDeux Relocation. California Labor Code section 2802 provides that "An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." RonDeux Relocation, however, has failed to fully reimburse Mr. Martin and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the expenses for the use of their personal cell phones and for the purchase of needed tools. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

RonDeux Relocation's uniform failure to pay minimum and overtime wages, failure to keep accurate time records, failure to furnish timely and accurate wage statements, and failure to reimburse all necessary, business-related expenses violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, 1197, and 2802, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Martin, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against RonDeux Relocation for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

Cheryl Kenner

Cheryl A. Kenner

EXHIBIT 4

Reference No. 20250918-PJI-01

September 18, 2025

Cheryl Kenner, Esq.
Abramson Labor Group
1700 W Burbank Blvd,
Burbank CA 91506

RE: ***Jose Martin v. RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services***

Dear Cheryl,

Thank you for this opportunity to provide a quote for your PAGA settlement. Using the parameters you described, Simpluris' total estimated cost is $4,643. As a courtesy, we are offering a $500 discount, for a discounted total of $4,143.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com

simpluris

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20250918-PJI-01	Prepared By:	Patrick J. Ivie
Estimate Date:	9/18/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	12/17/2025	Email:	pivie@simpluris.com

	Primary Contact		Opposing Counsel Contact
Attorney:	**Cheryl Kenner, Esq.**	Attorney:	
Firm:	Abramson Labor Group	Firm:	
Email:	Cheryl.K@abramsonlabor.com	Email:	

Case Name: ***Jose Martin v. RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services PAGA Settlement***

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that
(1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate; (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Class/Aggrieved Employees:	60	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	n/a
Opt-out Rate:	n/a	Average Call Length:	n/a
Language(s) for Communication	EN/SP	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Length of Administration:	6 Months	Tax Year(s):	1

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	$110.00	1	$110.00
Database Manager - Initial Data Analysis	$125.00	1	$125.00
		Total:	**$235.00**

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Spanish translation of the Notice
- Disburse 1-Page Notice with award payments and tax documents, via First Class US Mail
- Check Cashing Reminder: Postcard Notice to be mailed 30 days prior to check stale date for persons with uncashed checks
- Uncashed funds will be sent to the California Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	$125.00	2	$250.00
Disbursement Manager - Data Validation	$90.00	1	$90.00
Setup Banking Account/QSF	$675.00	1	$675.00
QSF Monthly Reconciliation and Maintenance	$125.00	6	$750.00
Spanish Translation (assuming 396 words)	$0.25	396	$99.00
NCOA/CASS/LACS	$0.14	60	$8.40
Print & Mail Distribution Check and Tax Docs	$1.40	60	$84.00
Postage	$0.72	60	$43.20
Process Returned Checks	$0.20	6	$1.20
Skip Trace Search Undeliverable Checks	$0.12	6	$0.72
Remail Checks (includes postage)	$2.40	6	$14.40
Check Cashing Reminder			
Check cashing postcard reminder (70% of the class)	$0.18	42	$7.56
Postage	$0.59	42	$24.78
Mailing Supervisor	$55.00	1	$55.00
Escheat Uncashed Checks	$500.00	1	$500.00
QSF Reporting and Final Declaration	$500.00	1	$500.00
Reissue Checks / Mailing	$2.50	2	$5.00
Reissue 1099s	$2.50	2	$5.00
Responding to IRS/State/Agency Inquiries	$75.00	1	$75.00
QSF Annual Tax Reporting and Reconciliation	$850.00	1	$850.00
Distribution Manager	$90.00	1	$90.00
		Total:	**$4,128.26**

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	$125.00	1	$125.00
Clerical-Clean Up Any Misc.	$45.00	1	$45.00
Project Manager-Wrap-up Final Issues	$110.00	1	$110.00
		Total:	**$280.00**

Total Estimated Cost of Administration:	**$4,643**
Less Client Courtesy Discount:	**-$500**
Discounted Total:	**$4,143**

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions (“Agreement”):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the “Services”) to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client’s representatives, employees, agents and or professionals (collectively, the “Client Parties”) with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client’s matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4.Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris’ fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris’ fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client’s use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit of such settlement funds with such institutions. Such amounts may be retained by Simpluris as a financial benefit and to offset administration costs including FDIC deposit insurance recordkeeping. In addition, Simpluris may also be required to establish a Qualified Settlement Fund ("QSF") to hold the settlement funds. Simpluris may derive financial benefits from the QSF in the form of interest payments derived therefrom. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company’s data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client’s claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris’ cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris’ omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 8 - Limitation of Liability; Disclaimer of Warranties, Section 10 – Rights in Data, and Section 15- Jurisdiction, 17 -Confidentiality, and Section 18 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 5

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From Martin v. RonDeux Relocation Services, Inc.

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Jose Martin v. RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services,* Orange County Superior Court Case No. 30-2024-01436412-CU-OE-CXC.

That case was filed against RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services ("RonDeux" or "Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all similarly situated "aggrieved employees" who worked as non-exempt employees for RonDeux. You have been identified as one of the employees on whose behalf the case was brought.

The plaintiff in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, RonDeux agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties get divided between the State and the employees. The enclosed check represents your portion of the penalties allocated to the employees.

It is important to note that this is <u>not</u> a class action settlement. You may have received notifications in the mail regarding other class action settlements you may or may not have been a part of in the past. This case against Defendant is not a class action. Therefore, you cannot seek to opt out from the PAGA settlement to pursue your own claims.

If you have any questions, you can contact Plaintiff's counsel or Defendant's counsel:

Megan E. Ross Michiko Vartanian Abramson Labor Group (213) 493-6300 megan@abramsonlabor.com michiko@abramsonlabor.com Attorneys for Plaintiff Jose Martin	Krikor Moloyan O'Hagan and Meyer LLC (213) 647-0005 kmoloyan@ohaganmeyer.com Attorneys for Defendant RonDeux Relocation Services, Inc.

Sincerely,

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1700 West Burbank Boulevard, Burbank, CA 91506.

On February 17, 2026, I served the foregoing document, described as **DECLARATION OF MEGAN E. ROSS IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT** on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Krikor Moloyan Danae Ruelas (Staff) **O'HAGAN MEYER** 550 S. Hope Street | Suite 2400 Los Angeles, CA 90071	kmoloyan@ohaganmeyer.com druelas@ohaganmeyer.com *Attorneys for* RONDEUX RELOCATION SERVICES, INC.
Department of Industrial Relations Labor & Workforce Development Agency 800 Capitol Mall.; Ste 5000 Sacramento, CA 95814	**Via LWDA Website:** https://www.dir.ca.gov/Private-AttorneysGeneral-Act/Private-Attorneys-GeneralAct.html

☐ **(BY MAIL)** I placed such envelope, with postage thereon prepaid, in the United States mail at Burbank, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Burbank, California, in the ordinary course of business. .

☐ **(VIA CASE ANYWHERE)** I caused such documents described herein to be uploaded electronically onto the website www.caseanywhere.com per a mutual agreement between the parties. I uploaded the above-entitled document(s) with the understanding that all parties will have access and be able to download said documents.

☒ **(BY ELECTRONIC MAIL)** I sent such document via electronic mail to the email(s) noted above.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed on February 17, 2026, at Burbank, California.

Denny Baek

Denny Baek