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Attorneys for Plaintiff JOSE MARTIN
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 LISA B. ITURRIAGA IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: September 3, 2026

Time: 2:00 p.m.

Dept.: CX105

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1. I am an attorney duly licensed to practice law in the State of California and am an associate 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.

3. Issue #1 – The motion papers were submitted to the LWDA in advance of the April 16, 2026 PAGA approval hearing. Attached herein as **Exhibit 2** is the “PAGA Notice Public Search – Case Detail” for the above captioned matter. The PAGA Approval Motion, the Ross Declaration ISO Motion for PAGA Approval, and the Proposed Order Granting PAGA Approval Motion were submitted via the PAGA website to the LWDA on February 17, 2026. Additionally, attached herein as **Exhibit 3** is the Proof of Service that was filed on February 17, 2026 with the Court marking that the PAGA approval motion was uploaded to the LWDA.

4. Issue #2 – Counsel for Plaintiff understands that the PAGA Approval Motion exceeded what was permitted without obtaining leave of court and apologies for their oversight. Counsel for Plaintiff will not do so again.

5. Issue #3 – Prior to attending mediation, counsel for Plaintiff thoroughly investigated the claims, applicable law, and potential defenses. Counsel for Plaintiff assessed the value of the claims using the documents and data Defendant RonDeux Relocation Services, Inc. doing business as Penn Corporate Relocation Services (“Defendant”) (collectively with Plaintiff, the “Parties”) produced in informal discovery, which included the total current/former aggrieved employees during the PAGA Period, the number of pay periods in the PAGA Period, Plaintiff’s personnel file, employment handbook and policies, and all time and payroll records for aggrieved employees during the PAGA Period. Counsel for Plaintiff engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each claim.

1 6. The \$180,000.00 Gross Settlement Amount is fair to those affected. For a group of
2 approximately 35 employees, a penalty of \$180,000 is large enough to punish Defendant for alleged past
3 violations and deter future violations. The Gross Settlement Amount is equivalent to an average of
4 approximately \$5,142 per aggrieved employee or \$218 per weekly pay period ($\$180,000.00 / 825$ pay
5 periods). At the same time, the penalty amount is not so large as to be unjust, oppressive or confiscatory,
6 considering the company's potential exposure explained below. The Gross Settlement Amount is also
7 reasonable in light of the facts of this action, the real risk that no PAGA penalties would be recovered,
8 and inherent risks and uncertainties associated with PAGA claims.

9 7. Plaintiff calculated the potential exposure at the initial violation rate of \$100 per pay period as
10 follows: $825 \text{ pay periods} \times \$100 \text{ per pay period} = \$82,500.00$. If the Court stacked different types of
11 penalties in each pay period, Plaintiff calculated the potential exposure at \$336,700.00 as follows:

12 a. 35 aggrieved employees (a 100% violation rate) $\times$ \$100 penalty for failure to reimburse
13 expenses incurred in using personal cell phone for work purposes and purchasing tools for work purposes
14 $= \$3,500.00$;

15 b. 825 pay periods (a 100% violation rate) $\times$ \$100 penalty for underpaid wages due to
16 Defendant's alleged failure to pay off-the-clock time and accurately record overtime hours worked =
17 $\$82,500.00$;

18 c. 825 pay periods (a 100% violation rate) $\times$ \$100 penalty for failure to provide rest periods
19 due to Defendant's alleged practices of providing late, short, or missed rest periods = $\$82,500.00$;

20 d. 825 pay periods (a 100% violation rate) $\times$ \$100 penalty for failure to provide meal periods
21 due to Defendant's alleged practices of providing late, short, or missed meal periods = $\$82,500.00$;

22 e. 825 pay periods (a 100% violation rate) $\times$ \$100 penalty for failure to provide accurate wage
23 statements = $\$82,500.00$; and

24 f. 32 terminated aggrieved employees $\times$ \$100 penalty for failure to pay all wages owed upon
25 separation of employment = $\$3,200.00$.

26 8. These calculations assumed Plaintiff would prevail on all of his claims. However, Defendant
27 argued that employees received reimbursement for all business expenses it was made aware of. Defendant
28 also argued that employees were not underpaid as Defendant paid all minimum and overtime wages for

1 all hours it had knowledge that Plaintiff and aggrieved employees worked, that it had no knowledge that
2 Plaintiff and aggrieved employees missed any rest periods because rest periods were not recorded and
3 were not required to be recorded, and that its records showed a high compliance rate with meal periods
4 (assuming valid waivers). Defendant also argued that it maintained a complaint meal and rest period
5 policies, it had no knowledge that aggrieved employees were ever denied meal or rest periods. Defendant
6 further argued it had never been put on notice by a court or the Labor Commissioner that its practices
7 violated the Labor Code, so subsequent penalties would not be assessed in this case. The settlement
8 negotiations took these risks into account.

9 9. Another crucial factor in Plaintiff's evaluation of the value of the potential recovery in a PAGA
10 case is that all PAGA awards are discretionary and can be reduced by the Court. Were this matter to
11 proceed to trial, any award granted would be at the discretion of the Court. Plaintiff recognized that,
12 although he believes there would be no persuasive grounds to reduce the penalties, the Court could
13 determine otherwise and significantly reduce the PAGA penalties. The wide range of potential recovery
14 and the additional delays and risks of trial justified settling at this point for a reasonable amount of
15 recovery.

16 10. Issue #4 – The Individual PAGA Payments average is approximately \$967.07, the high is
17 approximately \$2,428.82, and the low is approximately \$41.03.

18 11. Issue #5 – Plaintiff is estimated to receive a total compensation of \$188.73 (excluding any
19 enhancement award).

20 12. Issue #6 – The term “Individual Claims” is not defined in the settlement agreement. The
21 \$5,000.00 “Individual Payment” is the same payment as the “Incentive Payment” referred to in the Plaintiff's
22 initial brief at 7:13. However, this was an inadvertent mischaracterization as the \$5,000.00 “Individual
23 Payment” is intended to be an “enhancement award” awarded to Plaintiff for his efforts in bringing this
24 action on behalf of not only himself but the aggrieved employees despite the risks associated with him
25 serving as a private attorney general as well as the time he invested as outlined in his declaration concurrently
26 filed herewith. Concurrently filed herewith is Plaintiff's declaration outlining Plaintiff's efforts in bringing
27 this action and throughout it.

28 13. Issue #7 – The Parties removed the unrelated, ambiguous and/or unidentified third parties and

language as directed in issue #7 outlined in the tentative ruling. Attached herein as **Exhibit 4** is the Amendment to the PAGA Settlement Agreement.

14. Issue #8 – As reflected in the Amendment to the PAGA Settlement Agreement, the Parties removed the language and/or phrasing outlined in issue #8 of the tentative ruling for paragraphs 9(a) and 9(b).

15. Issue #9 – The Amendment to the PAGA Settlement Agreement and Revised [Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment state that the administration fees are \$4,143.

16. Issue #10 – Counsel for Plaintiff outlined the circumstances and factors justifying counsel’s sought attorneys’ fees in the previously filed Notice of Motion and Plaintiff’s Motion for Approval of PAGA Settlement, specifically in sections VII (A)-(C). However, Counsel for Plaintiff additionally points out that they secured a strong settlement for Plaintiff and the PAGA Settlement Group Members when taking into consideration how much PAGA Settlement Group Members are anticipated to receive as stated in Issue #3 and Issue #4 above.

17. Issue #11 – Attached herein as **Exhibit 5** is counsel for Plaintiff’s detailed billing for this matter.

18. Issue #12 – Attached herein as **Exhibit 6** is an itemized list of incurred costs and attached herein as **Exhibit 7** are invoices regarding mediation and/or expert fees.

19. Issue #13 – Counsel for Plaintiff does not have a fee-splitting arrangement with any other counsel.

20. Issue #14 – Counsel for Plaintiff has made reasonable inquiry and is unaware of any class, representative or other collective action in any other court that asserts claims similar to those asserted in the above-captioned case. Counsel for Defendant will provide a separate declaration addressing the same issue.

21. Issue #15 – The Amended PAGA notice or “notice letter” has been revised consistent with the Court’s April 16, 2026 tentative ruling. Attached herein as **Exhibit 8** is the Amended PAGA notice (clean copy).

22. Issue #16 – The Amended PAGA notice has been revised to include all the information outlined in issue #16 of the Court’s April 16, 2026 tentative ruling. A redlined version of the Amended PAGA notice has been included in the supplemental briefing to clearly show what changes the Parties made to the PAGA notice to comply with the Court’s tentative ruling. Attached herein as **Exhibit 9** is the Amended PAGA

notice (redlined copy).

23. Issue #17 – The Settlement Administrator, Simpluris, Inc., will not maintain a website for this case.

24. Issue #18 – The Amended PAGA notice is being provided in English and/or Spanish as PAGA Settlement Group Members are either English and/or Spanish speakers. The Parties obtained a certified copy of the translated notice in Spanish and attached it to the proposed order and judgment as an exhibit. Attached herein as **Exhibit 10** is the Amended PAGA Notice in Spanish with certification.

25. Issue #19 – The Revised [Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment was revised to be consistent with the Court’s tentative ruling dated April 16, 2026. The Revised [Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment is filed concurrently herewith. Attached herein as **Exhibit 11** is the Revised [Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment (redlined copy).

26. Issue #20 – Counsel’s information has been removed from the caption page of the Revised [Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment.

27. Issue #21 – Paragraph 1 of the Revised [Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment states that the Settlement Agreement is attached as Exhibit 1 and the Amendment to the PAGA Settlement Agreement is attached as Exhibit 2 to the proposed order. Paragraph 6 of the Revised [Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment states that the Amended PAGA notice or “notice letter” is attached as Exhibit 3 and the Amended PAGA notice translated in Spanish is attached as Exhibit 4 to the proposed order.

28. Issue #22 – Paragraph 3 of the Revised [Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment was revised to state that the Court approved the Settlement as fair, reasonable, and adequate.

29. Issue #23 – Paragraph 9 of the Revised [Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment states the gross settlement amount is \$180,000.

30. Issue #24 – Paragraph 12 of the Revised [Proposed] Order Granting Approval of PAGA Settlement and Entering Judgment states \$14,149.55 shall be deducted from the gross settlement amount for attorneys’ costs.

1 31. Issue #25 – Paragraph 22 of the Revised [Proposed] Order Granting Approval of PAGA
2 Settlement and Entering Judgment states how notice of the entry of judgment will be given to PAGA
3 Settlement Group Members or “aggrieved employees”.

4 32. Issue #26 – Paragraph 17 of the Revised [Proposed] Order Granting Approval of PAGA
5 Settlement and Entering Judgment states that the Court orders the Parties and the Settlement Administrator
6 to administer the Settlement in accordance with the terms of the Settlement Agreement.

7 33. Issue #27 – Paragraph 20 (formerly Paragraph 17) of the Revised [Proposed] Order Granting
8 Approval of PAGA Settlement and Entering Judgment includes reference to Civil Procedure Code section
9 664.6.

10 34. Issue #28 – Paragraph 19 of the Revised [Proposed] Order Granting Approval of PAGA
11 Settlement and Entering Judgment includes a proposed date for the final accounting hearing and states that
12 counsel shall submit a final administrator’s report at least 9 court days before the proposed final accounting
13 hearing date. The proposed date is approximately 9 months after plaintiff’s motion for approval hearing and
14 on a Thursday at 9:00 a.m.

15 35. **Qualification of Counsel for Plaintiff:**

16 36. The qualifications for Megan E. Ross was previously provided in the February 17, 2026 filed
17 Declaration of Megan E. Ross in Support of Plaintiff’s Motion for Approval of PAGA Settlement,
18 specifically at 2:2-6, 6:30. Ms. Ross’ current hourly billing rate is \$1227.

19 37. I am an associate attorney at ALG. I am a graduate of Chapman University Dale E. Fowler
20 School of Law, where I received her J.D. in 2020. I have received my B.S. in Finance and B.A. in
21 Marketing from University of South Florida in 2016. My experience includes insurance defense and
22 employment law. Since 2023, I have exclusively practiced Plaintiff’s-side wage and hour class and
23 representative actions. My current hourly billing rate is \$550.

24 38. Cheryl A. Kenner was a senior attorney at ALG. She is a graduate of Loyola Law School in
25 Los Angeles. Ms. Kenner was admitted to the State Bar of California in 2015. Ms. Kenner’s practice has
26 focused on Class Actions and Labor & Employment and specifically while at ALG her practice was
27 focused on Plaintiff’s-side wage and hour class and representative actions. Ms. Kenner is a member of the
28 California Lawyers Association. Ms. Kenner’s hourly billing rate was \$839.

39. Attached herein as **Exhibit 12** is the confirmation from the LWDA that the Amendment to the Settlement Agreement has been submitted to the LWDA.

40. After filing the supplemental briefing and documents with the Court on August 21, 2026, Counsel for Plaintiff will upload all supplemental briefing and documents to the LWDA as is reflective in the Proof of Service that will be filed concurrently herewith.

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

Executed on August 21, 2026 at Santa Ana, California.

Lisa Iturriaga
Lisa B. Iturriaga

EXHIBIT 1

**LAW & MOTION CALENDAR
TENTATIVE RULINGS**

April 16, 2026

**Judge Melissa R. McCormick
Dept. CX105**

Department CX105 hears law and motion on Thursdays at 2:00 p.m.

Court reporters: Official court reporters typically are not provided in this department for any proceedings. If the parties desire the services of a court reporter, the parties should follow the procedures set forth on the court's website at www.occourts.org.

Tentative rulings: The court endeavors to post tentative rulings on the court's website by 9:00 a.m. the day of the hearing. Tentative rulings may not be posted in every case. Please do not call the department for tentative rulings if tentative rulings have not been posted.

Submitting on tentative rulings: If all parties intend to submit on the tentative ruling and do not desire oral argument, please advise the courtroom clerk or courtroom attendant by calling (657) 622-5305. Please do not call the department unless all parties submit on the tentative ruling. If all parties submit on the tentative ruling and so advise the court, the tentative ruling will become the court's final ruling, and the prevailing party shall give notice of the ruling.

Appearances and public access: Appearances, whether in person or remote, must comply with Civil Procedure Code section 367.75, California Rule of Court 3.672, Orange County Superior Court Local Rule 375, and Orange County Superior Court Appearance Procedure and Information—Civil Unlimited and Complex (pub. 9/9/22).

Unless the court orders otherwise, remote appearances will be conducted via Zoom. All counsel and self-represented parties appearing via Zoom must check in through the court's civil remote appearance website before the hearing begins. Check-in instructions are available on the court's website.

The public may attend hearings by coming to court or via remote access as described above.

Photographing, filming, recording and/or broadcasting court proceedings are prohibited unless authorized pursuant to California Rule of Court 1.150 or Orange County Superior Court Local Rule 180.

Non-appearances: If nobody appears for the hearing and the court has not been notified that all parties submit on the tentative ruling, the court shall determine whether the matter is taken off calendar or the tentative ruling becomes the final ruling. The court also might make a different order. See *Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442 n.1.

NO.	CASE NAME	MATTER
<u>1</u>	<u>Bojorquez v. Safran Electronics & Defense Avionics USA, LLC</u> <u>2024-01380435</u>	<u>Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement</u> <u>The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiff's motion for preliminary approval of a \$375,000 class action and PAGA settlement. The court has the following questions and comments:</u> <u>1. The Stipulation to Modify the Settlement Agreement is not signed by the parties.</u>

		50. The proposed order should state that the court retains jurisdiction to enforce the Settlement pursuant to Civil Procedure Code section 664.6 The hearing on plaintiff's motion for preliminary approval of a class action and PAGA settlement is continued to September 3, 2026 at 2:00 p.m. in Department CX105 to permit the parties to address and respond to the above issues. See also Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement is directed, rather than "amended settlement agreement," to streamline the court's review. The parties shall also provide redlined copies of any revised documents. Plaintiff is ordered to provide notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service. No earlier hearing date is available for this motion.
3	Gershfeld v. Home Depot U.S.A., Inc., et al. 2024-01409225	Off calendar.
4	Martin v. Rondeux Relocation Services, Inc. 2024-01436412	<u>Plaintiff's Motion for Approval of PAGA Settlement</u> "Because an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government." <i>Arias v. Superior Court</i> (2009) 46 Cal.4th 969, 986. PAGA settlements are subject to trial court review "to determine whether [they are] fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." <i>Moniz v. Adecco USA, Inc.</i> (2021) 72 Cal.App.5th 56, 77. The court has reviewed and considered the papers filed in support of plaintiff's motion for approval of a \$180,000 PAGA settlement. The court has the following questions and comments: 1. Were the motion papers submitted to the LWDA? Exhibit 3 to the Ross Declaration (ROA 48) states that only the "Proposed Settlement" was submitted to the LWDA. Plaintiff must file with the court a proof of service identifying the specific documents served on the LWDA, when plaintiff served the documents, and how service was effected. 2. Plaintiff filed an overlong brief without obtaining leave of court. Plaintiff should not do so again. Failure to comply

		with applicable court rules may result in sanctions and/or an order striking the overlong brief. <u>As to the settlement:</u> 3. Plaintiff has not provided any case-specific valuation analysis. Plaintiff must state the legal and factual basis for each claim being settled, must identify the specific discovery (formal and informal) conducted to date, must describe in detail counsel's investigation of the merits of each claim, and must state how plaintiff valued each claim being settled. Plaintiff also must provide specific information sufficient for the court to evaluate whether the consideration being received for the release of the aggrieved employees' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the litigation. 4. The parties should provide the average, high and low individual PAGA payments. 5. Plaintiff should state his total compensation to be received (excluding any enhancement award and including for any individual claims). 6. The settlement agreement states plaintiff's "Individual Payment" of \$5,000 shall 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." Settlement Agreement ¶ I.22. Paragraph III.6(c) states that plaintiff's Individual Payment is subject to court approval, and that 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." Where is "Individual Claims" defined in the settlement agreement? In addition, is the \$5,000 "Individual Payment" the same payment as the "incentive payment" referred to in plaintiff's brief (at 7:13)? An enhancement award is not intended to serve as consideration for the release of additional claims, but rather to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, in some circumstances, to recognize their willingness to act as a private attorney general. The court will not approve a settlement that provides a payment to plaintiff from the gross settlement amount in exchange for a general release. The court further notes that plaintiff has not submitted a declaration, and thus the court has no evidence before it on which to determine whether plaintiff has performed any work warranting any enhancement award. 7. The "Released Parties" provision in paragraph I.23 of the settlement agreement is overbroad. It includes unrelated, ambiguous and/or unidentified third parties such as "direct
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		and indirect affiliates,” 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.” (Note that the latter phrase appears to be missing a parentheses.) In addition, the phrase at the end of paragraph 1.23 (“this Settlement Agreement shall inure to the benefit of and shall be binding and enforceable by all such entities and individuals”) should be removed. 8. The releases in paragraphs 9(a) and 9(b) are unclear, redundant and overbroad. References to the aggrieved employees/PAGA Settlement Group Members, the LWDA and the State of California in paragraph 9(a) should be removed. The “PAGA Released Claims” provision in paragraph 9(b) should be revised. Releases for aggrieved employees other than plaintiff should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter(s) to the LWDA. In addition, the phrase “except as to such rights and claims as may be created by this Settlement Agreement” should also be removed from paragraph 9(b), as should the references to the LWDA. 9. The settlement administrator’s invoice states the settlement administration fees are \$4,143. Ross Decl. Ex. 4. The settlement agreement and the proposed order should be revised accordingly. 10. Plaintiff’s counsel seeks attorneys’ fees totaling one-third of the gross settlement amount. Absent unique circumstances, the court is unlikely to approve an attorneys’ fees award that exceeds 30% of the gross settlement amount. Plaintiff’s counsel should address in the supplemental filings whether any such unique circumstances exist here. 11. Plaintiff’s counsel must submit copies of time records, billing statements, or other records contemporaneously documenting the work performed and time spent detailing the specific tasks performed on the case, the time spent on each task, and the individual(s) who performed the task. 12. Plaintiff’s counsel seeks litigation costs in the amount of \$14,149.55. Ross Decl. ¶ 31. Plaintiff’s counsel must submit an itemized list of incurred costs (not “anticipated costs”; Ross Decl. ¶ 31), together with invoices substantiating any mediation or expert fees. Nonrecoverable items such as postage, mailing and copying charges should not be included.
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		13. Plaintiff’s counsel must disclose whether counsel has any fee-splitting arrangement with any other counsel, including the exact percentages, or confirm none exists. 14. The parties (plaintiff and defendant) should state in declarations filed with the court whether, after making reasonable inquiry, they are aware of any class, representative or other collective action in any other court that asserts claims similar to those asserted in the action being settled. If any such actions are known to exist, the declaration(s) shall also state the name and case number of any such case and the procedural statues of the case, and describe the impact of the settlement on that case. <u>As to the notice letter (Ex. 5 to Ross Declaration (ROA 48)):</u> 15. The notice letter should be revised consistent with the above. 16. The notice letter should (i) provide an explanation of PAGA; (ii) describe the factual allegations of the operative complaint; (iii) describe the scope of released claims; (iv) state the gross settlement amount, net settlement amount, and the portions allocated to the LWDA and the aggrieved employees; (v) explain how the individual payments will be calculated; (vi) describe the recipient’s responsibility for any taxes payable on the amount received; and (vii) notify the aggrieved employees that they cannot opt out of the settlement and that, even if they do not cash their checks, they will be bound by the release. 17. Will the settlement administrator maintain a website for this case? If so, the notice letter should provide the URL for case website and identify the key case documents (including the order and judgment) that will be posted on the website, and should state that judgment will be posted on the settlement administrator’s website for at least 180 days. 18. Should the notice letter be provided in any language other than English? The settlement administrator’s invoice includes a charge for a Spanish-language translation. Ross Decl. Ex. 4. If the notice will be provided in a language(s) other than English, a certified copy of the translated notice (together with an English-language copy) should be attached to the proposed order and judgment as an exhibit. <u>As to the proposed order and judgment (ROA 56):</u> 19. The proposed order and judgment should be revised consistent with the above. 20. Counsel information should be removed from the caption page. 21. The settlement agreement and any amendments thereto and the notice letter (in all languages) should be attached
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		as exhibits to the proposed order and judgment. Paragraphs 1 and 6 should be revised accordingly. 22. Paragraph 3 should state that the court approves the settlement as fair, reasonable and adequate. 23. The proposed order and judgment should state the gross settlement amount. 24. The proposed order and judgment should state the specific amount of attorney costs to be deducted from the gross settlement amount. 25. The proposed order and judgment should state how notice of entry of the judgment will be given to the aggrieved employees. 26. The proposed order and judgment should state that the court orders the parties and the settlement administrator to administer the settlement in accordance with the terms of the settlement agreement. 27. Paragraph 17 should include a reference to Civil Procedure Code section 664.6. 28. The proposed order and judgment should include a proposed date for the final accounting hearing. The final accounting hearing should occur after the deadline to cash checks has expired. The court holds final accounting hearings on Thursdays at 9:00 a.m. The proposed order and judgment shall state that counsel shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks. The hearing on plaintiff's motion for approval is continued to <u>September 3, 2026 at 2:00 p.m.</u> in Department CX105 to permit the parties to address and respond to the above issues. <i>See also</i> Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. <u>If required, an amendment to the settlement agreement shall be submitted, rather than an "amended settlement agreement," to streamline the court's review of the documents.</u> The parties shall provide redlined copies of any revised documents (e.g., revised settlement agreement, revised notice, revised proposed order). Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service. No earlier hearing date is available for this motion.
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EXHIBIT 2

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1047046-24
Plaintiff for PAGA Case: Jose Martin
Filer/Attorney for PAGA Case: Cheryl Kenner
Law Firm for PAGA Plaintiff: Abramson Labor Group
Employer: RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Orange County Superior Court
PAGA Court Case Number: 30-2024-01436412-CU-OE-CXC
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 02/17/2026 01:48:16 PM by Megan Ross	2026-02-17 PAGA Approval Motion.pdf	02/17/2026 01:48 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 02/17/2026 01:48:16 PM by Megan Ross	2026-02-17 Ross Declaration ISO Motion for PAGA Approval.pdf	02/17/2026 01:48 PM	Proposed Settlement
Additional PAGA Document Submitted on 08/21/2026 05:35:03 PM by Lisa	04.16.2026 - Martin - RonDeux - Tentative Ruling Re PAGA Approval Mtn.pdf	08/21/2026 05:35 PM	Other PAGA Document
Court Complaint Submitted on 09/18/2025 05:56:23 PM by Cheryl Kenner	2024-10-28 Class Action & PAGA Complaint E-FILED.pdf	09/18/2025 05:56 PM	Court Complaint
PAGA Notice Submitted on 08/22/2024 04:23:44 PM by Cheryl Kenner	2024-08-22 PAGA Letter.pdf	08/22/2024 04:23 PM	PAGA Notice
Proposed Settlement Submitted on 02/17/2026 01:48:16 PM by Megan Ross	2026-02-17 Proposed Order Granting PAGA Approval Motion.pdf	02/17/2026 01:48 PM	Proposed Settlement

EXHIBIT 3

Megan E Ross (SBN 227776)
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Michiko Vartanian (SBN 323979)
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Fax: (213) 382-4083

Attorneys for Plaintiff JOSE MARTIN
and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

PROOF OF SERVICE

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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 **NOTICE OF MOTION AND PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT; DECLARATION OF MEGAN E. ROSS IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT; [PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGMENT** on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

O'HAGAN MEYER Krikor Moloyan Danae Ruelas (Staff) 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-Attorneys-General-Act/Private-Attorneys-General-Act.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. .

☒ **(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 April 16, 2026, at Burbank, California.

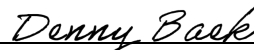

Denny Baek

EXHIBIT 4

Megan E. Ross (SBN 227776)
megan@abramsonlabor.com
Adam Witkin (SBN 338784)
adam@abramsonlabor.com
Lisa B. Iturriaga (SBN 339678)
lisa.i@abramsonlabor.com
ABRAMSON LABOR GROUP
1700 W. Burbank Boulevard
Burbank, California 91506
Tel: (213) 493-6300
Fax: (213) 382-4083

Attorneys for Plaintiff JOSE MARTIN

O'HAGEN MEYER LLP
Krikor Moloyan SB#296655
Email: KMoloyan@ohaganmeyer.com
John A. Haubrich SB#228341
Email: JHaubrich@ohaganmeyer.com
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Tel.: (213) 647-0057

Attorneys for Defendant RONDEUX RELOCATION
SERVICES, INC. dba PENN CORPORATE
RELOCATION SERVICES

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]

**AMENDMENT TO THE PAGA SETTLEMENT
AGREEMENT**

1 **AMENDMENT TO THE PAGA SETTLEMENT AGREEMENT**

2 This Amendment to the PAGA Settlement Agreement (“Amendment”) is made and entered into
3 between Plaintiff Jose Martin (“Plaintiff”), in his individual capacity and as a private attorney general,
4 and Defendant RonDeux Relocation Services, Inc. doing business as Penn Corporate Relocation Services
5 (“Defendant” or “RonDeux”) (collectively with Plaintiff, the “Parties”) regarding the pending Case. The
6 entire Case shall be settled on the terms and conditions set forth in the PAGA Settlement Agreement
7 (“Settlement Agreement”) and this Amendment, subject to approval of the Court.

8 The Parties hereby agree that this Amendment shall change, alter, and/or modify the Settlement
9 Agreement entered into on October 31, 2025, pursuant to paragraph 7 of the Settlement Agreement, which
10 allows the Settlement Agreement to be amended or modified by a writing signed by the Parties. The
11 changes, alterations, and/or modifications contained herein supersede terms in the Settlement Agreement
12 that may conflict with such changes, alterations, and/or modifications. All other terms in the Settlement
13 Agreement not changed, altered, and/or modified by this Amendment shall remain as-is.

14 The Parties shall modify the Settlement Agreement as follows:

15 **I. DEFINITIONS**

16 **22. “Plaintiff’s Individual Payment”** shall mean the Five Thousand Dollars (\$5,000.00), to
17 be paid to Plaintiff for bringing this Case forward and his willingness to act as a private attorneys general
18 in this Case on behalf of the State of California and all similarly PAGA Settlement Group Members despite
19 the risks associated with bringing forth an action. The Settlement Administrator (and not Defendant) shall
20 issue an IRS Form 1099 to Plaintiff reflecting his Individual Payment.

21 **23. “Released Parties”** means Defendant RonDeux Relocation Services, Inc. doing business
22 as Penn Corporate Relocation Services, Ronald Ott, Ron Larrieu.

23 **III. TERMS OF THE SETTLEMENT AGREEMENT**

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

26 **b. Administration Costs.** Administration Costs shall include the cost of the
27 Administrator selected by Plaintiff, approved by Defendant, to administer the PAGA Payment. The
28 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 Four Thousand
One Hundred Forty-Three Dollars and Zero Cents (\$4,143.00).

1 **c. Plaintiff's Individual Payment.** Subject to Court approval, Plaintiff shall receive
2 the Plaintiff's Individual Payment of not more than Five Thousand Dollars (\$5,000.00) (in addition to any
3 Individual PAGA Payment the named Plaintiff is entitled to receive as a PAGA Settlement Group
4 Member) for Plaintiff's role as the private attorneys general on behalf of the State of California and all
5 similarly PAGA Settlement Group Members in this Case. Defendant will not oppose Plaintiff's request
6 for a Plaintiff's Individual Payment that does not exceed this amount. Should the Court approve an award
7 of Plaintiff's Individual Payment of less than Five Thousand Dollars (\$5,000.00), any amount remaining
8 will be included in the Net Settlement Amount to be distributed to the LWDA and the PAGA Settlement
9 Group Members. This payment will be reported on an IRS Form 1099 issued to Plaintiff.

10 **9. Releases.**

11 **a. PAGA Release.** In his capacity as a private attorney general, Plaintiff agrees to
12 release the Released Parties, from any and all PAGA Released Claims that arose during the PAGA Period.
13 The express purposes of this Settlement Agreement and the Final Order to be entered by the Court
14 following approval of this Settlement Agreement regarding the Action is to forever bar Plaintiff, from
15 asserting any of the PAGA Released Claims in any future litigation. It is the intent of the Parties that, to
16 the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal.4th
17 969, 986 (2009), the ability of Plaintiff, to bring a PAGA Released Claim is completely and forever
18 foreclosed. Any Party to this Settlement Agreement may use the Settlement Agreement to assert that this
19 Settlement Agreement and the Final Order to be entered by the Court following approval of this Settlement
20 Agreement bar any later-filed action asserting any of the PAGA Released Claims against any of the
21 Released Parties. The provisions of this paragraph apply regardless of whether Plaintiff cashes his
22 Individual PAGA Payment check, so long as the Gross Settlement Amount is administered and carried
23 out according to this Settlement Agreement.

24 **b. PAGA Released Claims.** "PAGA Released Claims" means all claims for civil
25 penalties under PAGA that were alleged or could have been alleged in the Case based on the facts alleged
26 in the operative complaint and the notice letter to the LWDA during the PAGA Period. No PAGA
27 Settlement Group Member has the right to opt-out of, object to, or otherwise challenge the PAGA Released
28 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, all PAGA Settlement Group Members fully release and discharge the Released
Parties from all PAGA Released Claims during the PAGA Period.

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

32 **PLAINTIFF:**

33 Dated: 08 / 21 / 2026

34 

35 Jose Martin

1 **DEFENDANT:**

RONDEUX RELOCATION SERVICES, INC.

2
3 Dated: _____

By: _____

Ron Ott, Owner

4
5 Dated: _____

By: _____

Ron Larrieu, Owner

6
7 **APPROVED AS TO FORM:**

8
9 **ABRAMSON LABOR GROUP**

10
11 Dated: 08/21/2026

By:  _____

Megan E. Ross

Lisa B. Iturriaga

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

15
16 **O'HAGAN MEYER LLP**

17
18 Dated: _____

By: _____

Krikor Moloyan

19
20 Attorneys for Defendant RonDeux Relocation
21 Services, Inc.

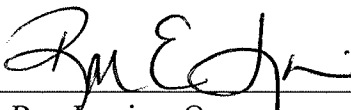
1 **DEFENDANT:**

RONDEUX RELOCATION SERVICES, INC.

2 Dated: AUGUST 21, 2026

3 By: 
Ron Ott, Owner

4 Dated: AUGUST 21, 2026

5 By: 
Ron Larrieu, Owner

6
7 **APPROVED AS TO FORM:**

ABRAMSON LABOR GROUP

8
9
10
11 Dated: _____

12 By: _____
Megan E. Ross
Lisa B. Iturriaga

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

O'HAGAN MEYER LLP

15
16
17
18 Dated: 08/21/2026

19 By: /s/ Krikor Moloyan
Krikor Moloyan

20 Attorneys for Defendant RonDeux Relocation
21 Services, Inc.

EXHIBIT 5

Date	Attorney	Time	Task	Hourly Rate	Total
8/2/2024	CK	3.3	Review and analyze intake and documents produced by client and employer	\$839	\$2,768.70
8/2/2024	CK	0.8	Communications with client	\$839	\$671.20
8/5/2024	CK	2	Research re employer business and operations/prior and pending cases	\$839	\$1,678.00
8/7/2024	CK	0.5	Communications with client	\$839	\$419.50
8/22/2024	CK	2.1	Prepare PAGA notice	\$839	\$1,761.90
8/26/2024	CK	0.4	Finalize PAGA notice for submission	\$839	\$335.60
10/24/2024	CK	2.9	Prepare class and PAGA complaint	\$839	\$2,433.10
10/28/2024	CK	0.6	Finalize complaint for filing	\$839	\$503.40
10/28/2024	CK	0.1	Communications with client	\$839	\$83.90
11/27/2024	CK	0.1	Review proof of service	\$839	\$83.90
11/27/2024	CK	3.2	Review arbitration agreement, research re same	\$839	\$2,684.80
11/27/2024	CK	0.6	Communications with client	\$839	\$503.40
12/2/2024	CK	0.3	Review joint stipulation to arbitrate	\$839	\$251.70
2/17/2024	CK	0.2	Review mediation confirmation	\$839	\$167.80
2/17/2024	CK	0.2	Communications with client	\$839	\$167.80
2/18/2024	CK	1	Draft joint CMC statement	\$839	\$839.00
2/20/2025	CK	0.1	Review minute order re cont CMC	\$839	\$83.90
4/8/2025	CK	0.5	Draft joint statement	\$839	\$419.50
4/11/2025	CK	4.7	Review and analyze informal discovery production	\$839	\$3,943.30
5/1/2025	CK	6.2	Review and analyze informal discovery production	\$839	\$5,201.80
5/6/2025	CK	5.2	Review and analyze informal discovery production	\$839	\$4,362.80
5/23/2025	CK	0.4	Communications with client	\$839	\$335.60
5/23/2025	CK	4.7	Review and analyze informal discovery production	\$839	\$3,943.30
6/5/2025	CK	5	Review and analyze informal discovery production	\$839	\$4,195.00
6/6/2025	CK	0.8	Send informal discovery production to expert	\$839	\$671.20
6/9/2025	CK	3.5	Draft mediation brief	\$839	\$2,936.50
6/12/2025	CK	1	Communications with client	\$839	\$839.00
6/18/2025	CK	5.4	Draft mediation brief	\$839	\$4,530.60
6/24/2025	CK	0.4	Communications with client	\$839	\$335.60
6/30/2025	CK	6.8	Draft mediation brief	\$839	\$5,705.20
7/3/2025	CK	4.4	Draft mediation brief	\$839	\$3,691.60
7/7/2025	CK	1.1	Finalize mediation brief	\$839	\$922.90
7/9/2025	CK	0.5	Communications with client	\$839	\$419.50
7/9/2025	CK	2.6	Prepare for mediation	\$839	\$2,181.40
7/10/2025	CK	6.2	Prepare for and attend mediation	\$839	\$5,201.80
7/10/2025	CK	1	Draft MOU	\$839	\$839.00
7/18/2025	CK	0.4	Prepare joint statement	\$839	\$335.60
7/21/2025	CK	0.1	Review minute order re cont CMC	\$839	\$83.90

7/25/2025	CK	0.6	Communications with client	\$839	\$503.40
7/25/2025	CK	4.9	Draft PAGA settlement agreement	\$839	\$4,111.10
7/29/2025	CK	0.1	Review expert invoice	\$839	\$83.90
8/15/2025	CK	1.6	Legal research re approval of PAGA settlements	\$839	\$1,342.40
9/9/2025	CK	0.9	Review and revise settlement agreement	\$839	\$755.10
9/17/2025	CK	1.6	Draft amended PAGA notice	\$839	\$1,342.40
9/18/2025	CK	0.2	Prepare joint statement	\$839	\$167.80
9/19/2025	CK	0.1	Review minute order re cont CMC	\$839	\$83.90
9/19/2025	CK	0.1	Communications with client	\$839	\$83.90
10/1/2025	CK	0.6	Review and revise settlement agreement	\$839	\$503.40
10/15/2025	CK	0.8	Review and revise settlement agreement	\$839	\$671.20
10/16/2025	CK	0.8	Review and revise settlement agreement	\$839	\$671.20
10/17/2025	CK	0.8	Review and revise settlement agreement	\$839	\$671.20
10/20/2025	CK	0.2	Communications with client	\$839	\$167.80
10/21/2025	CK	0.4	Communications with client	\$839	\$335.60
10/31/2025	CK	0.1	Communications with client	\$839	\$83.90
11/6/2025	MR	6.6	Draft approval motion	\$1,227	\$8,098.20
11/7/2025	MR	0.2	Communications with client	\$1,227	\$245.40
12/5/2025	MR	1	Draft request for dismissal	\$1,227	\$1,227.00
12/8/2025	MR	0.2	Revise request for dismissal	\$1,227	\$245.40
12/9/2025	MR	0.3	Draft proposed order re request for dismissal	\$1,227	\$368.10
12/16/2025	MR	2	Draft letter to employees re settlement	\$1,227	\$2,454.00
12/18/2025	MR	0.1	Draft ntc of hearing	\$1,227	\$122.70
12/18/2025	MR	0.1	Communications with client	\$1,227	\$122.70
1/28/2026	MR	2.6	Revise approval motion	\$1,227	\$3,190.20
2/9/2026	MR	0.4	Draft joint status conference statement	\$1,227	\$490.80
2/13/2026	MR	1.8	Finalize approval motion	\$1,227	\$2,208.60
3/3/2026	MR	0.1	Review minute order re approval motion	\$1,227	\$122.70
4/16/2026	MR	0.8	Review tentative ruling re approval motion	\$1,227	\$981.60
8/13/2026	LI	4.2	Prepare supplemental briefing	\$550	\$2,310.00
8/17/2026	LI	5.1	Prepare supplemental briefing	\$550	\$2,805.00
8/18/2026	LI	4.1	Prepare supplemental briefing	\$550	\$2,255.00
8/19/2026	LI	4.3	Prepare supplemental briefing	\$550	\$2,365.00
8/20/2026	LI	4.6	Prepare supplemental briefing	\$550	\$2,530.00

TOTALS

131.6

\$110,253.30

EXHIBIT 6

Date	Description	Bill amount
26-Aug-24	PAGA Letter Digital Submission	\$75.00
8-Nov-24	Zachs Invoice #9513 - Service of Complaint	\$68.00
6-Dec-24	Zachs Filing ID 11069744 Complaint Filing Fee	\$1,491.22
6-Dec-24	Zachs Filing ID 11233366- Filing POS	\$13.17
19-Feb-25	One Legal Order #24752968 - Filing Joint CMC Statement	\$14.00
2-Jul-25	Mediation Services - Plaintiff's Mediation Fee	\$5,500.00
18-Jul-25	One Legal order #25865367 - Joint Status Conference Statement	\$16.32
29-Jul-25	Experts-Plaintiff Invoice # 2507-6379	\$6,889.18
15-Aug-25	Legal Research	\$36.00
18-Sep-25	One Legal order #26335485 - Joint Status Conference Statement	\$16.32
5-Dec-25	Zachs Filing ID: 13394230 - Request for Dismissal	\$15.17
8-Dec-25	Zachs Filing ID: 31760556 - Proposed Order Granting RFD (Re-File)	\$15.17
18-Dec-25	Zachs Filing ID: 13479211 - Notice of Hearing	\$15.17
17-Feb-26	Zachs Filing ID: 13845480 - PAGA Settlement Motion	\$17.27
18-Feb-26	Zachs Filing ID: 13854878 - Re-Filed PAGA Settlement Motion	\$17.27
24-Feb-26	Zachs Filing ID: 13896149 - PAGA Settlement Motion and Order	\$17.27
24-Feb-26	Zachs Filing ID: 13893138 - PAGA Approval Motion and Proposed Order	\$17.27
16-Apr-26	Zachs Filing ID: 14253525 - Proof of Service on LWDA	\$17.27
Total		\$14,251.07

EXHIBIT 7



INVOICE

Coen Mediation Services
3118 Crazy Horse Drive
Simi Valley, California 93063
United States

2135030353
www.coenmediation.com

BILL TO

Abramson Labor Group
Cheryl Kenner, Esq.
1700 West Burbank Boulevard
Burbank, California 91506
United States

(213) 493-6300
Cheryl.K@abramsonlabor.com

Invoice Number: 11245

Invoice Date: February 17, 2025

Payment Due: June 18, 2025

Amount Due (USD): \$5,500.00

Services	Portion	Rate	Amount
Mediation Services (Full Day) Martin v. RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services	0.5	\$11,000.00	\$5,500.00
Total:			\$5,500.00
Amount Due (USD):			\$5,500.00

Notes / Terms

Payment can be made via Check, Wire Transfer, Venmo at @Brandon-Coen, and Zelle at (213) 503-0353.



Hemming Morse
1390 Willow Pass Road Ste 410
Concord, CA 94520
(415) 836-4000

Zev W. Abramson
Abramson Labor Group
1700 West Burbank Boulevard
Burbank, California 91506
WZA@AbramsonLabor.com
Cheryl.K@AbramsonLabor.com

INVOICE

Invoice Number: 2507-6379
Invoice Date: 7/29/25
Invoice Period: 06/01/25 - 07/31/25
Invoice Amount: \$6,889.18
Matter: Martin v. RonDeux Relocation

INVOICE SUMMARY

For professional accounting services rendered through the invoice period shown above and summarized on the last page, Summary of Professional Fees and Expenses.

CURRENT INVOICE TOTAL:	\$6,889.18
PRIOR BALANCE:	\$0.00
TOTAL BALANCE DUE:	\$6,889.18

By Mail:
Hemming Morse, LLC
Attn: Accounts Receivable
1390 Willow Pass Road Ste 410
Concord, CA 94520

By ACH:
Bank Name: U.S. Bank, N.A.
U.S. Bank Routing Number: 121122676
Account Name: Hemming Morse, LLC
Account Number: 153495876580

For accurate application of payment, please reference matter and/or invoice #

Our taxpayer ID number is: 30-0702322
Payment by credit card is available upon request. (Notice: a 3% fee will be applied when using a credit card for payment)

EXHIBIT 8

To: [PAGA Settlement Group Member Name]
[Street Address]
[City, State ZIP]

RE: *Jose Martin v. RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services*
Orange County Superior Court Case No. 30-2024-01436412-CU-OE-CXC

You are receiving this Notice because you are entitled to money as a result of a court-approved settlement in *Jose Martin v. RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services*, Orange County Superior Court Case No. 30-2024-01436412-CU-OE-CXC (the “Case”). Please find enclosed a check in the amount of (\$\$\$\$) (“Individual PAGA Payment”). Your Individual PAGA Payment is based on the total number of pay periods (XXXXXX) that you worked for RonDeux in California during the PAGA Period.

What is this case about? – In the Case, Plaintiff Jose Martin (“Plaintiff”) asserted representative claims against Defendant RonDeux Relocation Services, Inc. doing business as Penn Corporate Relocation Services (“RonDeux”) (collectively with Plaintiff, the “Parties”) on behalf of himself and other current and former hourly nonexempt employees who worked for RonDeux during the PAGA Period of August 22, 2023 through October 31, 2024 (“PAGA Settlement Group Members”). Plaintiff, on behalf of the State of California, with respect to himself and other alleged PAGA Settlement Group Members, sought recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

On a representative basis, Plaintiff sought penalties pursuant to PAGA, based on the following theories of liability: Plaintiff alleged that 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. RonDeux contends that the PAGA Settlement Group Members were compensated in full compliance with the law. RonDeux denies each of the claims and contentions alleged by Plaintiff in the Case.

What are the terms of the Settlement? – The Parties reached a gross settlement amount of \$180,000.00, which is allocated as follows: \$4,143.00 to settlement administration costs, \$60,000.00 to attorneys’ fees, \$14,149.55 for actual litigation costs, and \$5,000.00 to Plaintiff’s Individual Payment resulting in a net settlement amount of \$96,707.45. From the net settlement amount, \$62,859.84 (65%) is allocated to the LWDA Payment and \$33,847.61 (35%) is allocated to the Individual PAGA Payment. The Court has reviewed and approved these amounts.

RonDeux’s records show that you are a PAGA Settlement Group Member. As such, under the settlement, upon RonDeux fully funding the Gross Settlement Amount, the “Released Parties” (means Defendant RonDeux Relocation Services, Inc. doing business as Penn Corporate Relocation Services, Ronald Ott, Ron Larrieu) will be released from the “PAGA Released Claims” meaning all claims for civil penalties under PAGA that were alleged or could have been alleged in the Case to the LWDA during the PAGA Period.

What should I do now? – There is no need to take any action to enroll in the settlement, as you have been automatically included, and there is no option to opt out. Even if you do not cash your check, you will be bound by the release above. You assume full responsibility and liability for any taxes owed on your Individual PAGA Payment. For access to a copy of the entry of judgment, please go to <https://cadir.my.salesforce-sites.com/PagaSearch/> and enter the LWDA # LWDA-CM-1047046-24.

If you have any questions about the lawsuit or settlement, you may contact Plaintiff’s counsel, Megan E. Ross of Abramson Labor Group, at (213) 493-6300.

EXHIBIT 9

To: [PAGA Settlement Group Member Name]
[Street Address]
[City, State ZIP]

RE: Jose Martin v. RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services
Orange County Superior Court Case No. 30-2024-01436412-CU-OE-CXC

You are receiving this Notice because you are entitled to money as a result of a court-approved settlement in *Jose Martin v. RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services*, Orange County Superior Court Case No. 30-2024-01436412-CU-OE-CXC (the "Case"). Please find enclosed a check in the amount of \$SSSS ("Individual PAGA Payment"). Your Individual PAGA Payment is based on the total number of pay periods XXXXX that you worked for RonDeux in California during the PAGA Period.

What is this case about?

What is this case about? In the Case, Plaintiff Jose Martin ("Plaintiff") asserted representative claims against Defendant RonDeux Relocation Services, Inc. doing business as Penn Corporate Relocation Services ("RonDeux") (collectively with Plaintiff, the "Parties") on behalf of himself and other current and former hourly nonexempt employees who worked for RonDeux during the PAGA Period from August 22, 2023 through October 31, 2024 ("PAGA Settlement Group Members"). Plaintiff, on behalf of the State of California, with respect to himself and other alleged PAGA Settlement Group Members, sought recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA").

On a representative basis, Plaintiff sought penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698; et seq. PAGA, based on the following theories of liability: Plaintiff alleged that 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. RonDeux contends that the PAGA Settlement Group Members were compensated in full compliance with the law. RonDeux denies each of the claims and contentions alleged by Plaintiff in the Case.

What are the terms of the Settlement? ~~What are the terms of the Settlement?~~

~~Plaintiff and RonDeux~~ The Parties reached a gross settlement amount of \$180,000.00 for PAGA penalties, which is allocated as follows: was reviewed and approved by the Court, \$4,143.00 to settlement administration costs, \$60,000.00 to attorneys' fees, \$14,149.55 for actual litigation costs, and \$5,000.00 to Plaintiff's Individual Payment resulting in a net settlement amount of \$96,707.45. From the net settlement amount, \$62,859.84 (65%) is allocated to the LWDA Payment and \$33,847.61 (35%) is allocated to the Individual PAGA Payment. The Court has reviewed and approved these amounts.

RonDeux's records show that you are a PAGA Settlement Group Member. As such, under the settlement, upon RonDeux fully funding the Gross Settlement Amount, the "Released Parties" (means Defendant RonDeux Relocation Services, Inc. doing business as Penn Corporate Relocation Services, Ronald Ott, Ron Larrieu) will be released from the "PAGA Released Claims" meaning all claims for civil penalties under PAGA that were alleged or could have been alleged in the Case to the LWDA during the PAGA Period. Accordingly, you are entitled to an Individual PAGA Payment based on the number of pay periods you worked during the period of August 22, 2023 through October 31, 2024 during which you were a PAGA Settlement Group Member.

What should I do now? ~~What should I do now?~~

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~~There is no need to take any action to enroll in the settlement, as you have been automatically included, and there is no option to opt out or object. Even if you do not cash your check, you will be bound by the release above. Upon receipt, you may immediately deposit your enclosed settlement check and need not take any further action at this time. You assume full responsibility and liability for any taxes owed on your Individual PAGA Payment. For access to a copy of the entry of judgment, please go to <https://cadir.my.salesforce-sites.com/PagaSearch/> and enter the LWDA # LWDA-CM-1047046-24.~~

If you have any questions about the lawsuit or settlement, you may contact Plaintiff's counsel, ~~Cheryl A. Kenner~~ Megan E. Ross of Abramson Labor Group, at (213) 766-493-0175/6300 or ~~ekenner@shegerianlaw.com~~. For Spanish, call us at (213) 493-6300.

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EXHIBIT 10

Para: [Nombre del Miembro del Grupo del Acuerdo en virtud de la PAGA]
[Dirección residencial]
[Ciudad, estado, código postal]

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

Corte Superior del Condado de Orange, Caso No. 30-2024-01436412-CU-OE-CXC

Recibió esta Notificación porque tiene derecho a recibir dinero como resultado de un acuerdo aprobado por la corte en *Jose Martin v. RonDeux Relocation Services, Inc. dba Penn Corporate Relocation Services*, Corte Superior del Condado de Orange, Caso No. 30-2024-01436412-CU-OE-CXC (el “Caso”). Encontrará adjunto un cheque por la suma de [\$\$\$\$\$] (el “Pago Individual en virtud de la PAGA”). Su Pago Individual en virtud de la PAGA está basado en la cantidad total de períodos de pago [XXXXX] que trabajó para RonDeux en California durante el Período de la PAGA.

¿De qué se trata este caso? – En el Caso, el Demandante Jose Martin (el “Demandante”) aseveró reclamos de representación contra el Demandado RonDeux Relocation Services, Inc. que opera comercialmente como Penn Corporate Relocation Services (“RonDeux”) (en conjunto con el Demandante, las “Partes”) en su propio nombre y en nombre de otros empleados y exempleados no exentos por hora que trabajaron para RonDeux durante el Período de la PAGA, que abarca del 22 de agosto del 2023 al 31 de octubre del 2024 (los “Miembros del Grupo del Acuerdo en virtud de la PAGA”). El Demandante, en nombre del Estado de California, con respecto a sí mismo y a otros supuestos Miembros del Grupo del Acuerdo en virtud de la PAGA, solicitaron la recuperación de sanciones civiles de conformidad con la Ley de Procuraduría General Privada del 2004, artículos 2698 *et seq.* del Código Laboral de California (la “PAGA”).

Sobre una base de representación, el Demandante solicitó sanciones en virtud de la PAGA, con base en las siguientes teorías de responsabilidad: El Demandante alegó que el Demandado (1) no proporcionó períodos de comida y de descanso que cumplieran con los requisitos legales, o pagos complementarios en lugar de ellos; (2) no pagó todos los salarios mínimos y por horas extra; (3) no proporcionó talones de cheque oportunos y adecuados; (4) no reembolsó todos los gastos comerciales necesarios; y (5) no pagó todos los salarios adeudados al momento de la desvinculación. RonDeux alega que los Miembros del Grupo del Acuerdo en virtud de la PAGA recibieron compensación en pleno cumplimiento de la ley. RonDeux niega todos los reclamos y argumentos alegados por el Demandante en el Caso.

¿Cuáles son los términos del Acuerdo? – Las Partes llegaron a un importe bruto del acuerdo de \$180,000.00, que está asignado de la siguiente manera: \$4,143.00 para cubrir los costos de administración del acuerdo, \$60,000.00 para cubrir honorarios de abogados, \$14,149.55 en concepto de costos reales de litigación, y \$5,000.00 en concepto del Pago Individual del Demandante, lo que asciende a un importe neto del acuerdo de \$96,707.45. Del importe neto del acuerdo, \$62,859.84 (65%) están asignados al Pago a la LWDA u \$33,847.61 (35%) están asignados al Pago Individual en virtud de la PAGA. La Corte a examinado y aprobado estos montos.

Los registros de RonDeux indican que usted es un Miembro del Grupo del Acuerdo en virtud de la PAGA. Por lo tanto, de conformidad con el acuerdo, cuando RonDeux haya financiado totalmente el Importe Bruto del Acuerdo, las “Partes Exoneradas” (es decir, el Demandado RonDeux Relocation Services, Inc. que opera comercialmente como Penn Corporate Relocation Services, Ronald Ott, Ron Larrieu) quedará exonerado de los “Reclamos Exonerados en virtud de la PAGA”, es decir, todos los reclamos por sanciones civiles conforme a la PAGA que fueron alegados o podrían haber sido alegados en el Caso a la LWDA durante el Período de la PAGA.

¿Qué debo hacer ahora? – No hace falta que haga nada para inscribirse en el acuerdo, ya que fue incluido

automáticamente y no hay opción para excluirse. Incluso si no cobra su cheque, igualmente quedará obligado por la exoneración anterior. Usted asume total responsabilidad por cualquier impuesto pagadero sobre su Pago Individual en virtud de la PAGA. Para acceder a una copia del dictamen de sentencia, visite <https://cadir.my.salesforce-sites.com/PagaSearch/> e ingrese el LWDA # LWDA-CM-1047046-24.

Si tiene preguntas sobre el juicio o el acuerdo, puede contactarse con la abogada del Demandante, Megan E. Ross de Abramson Labor Group, al (213) 493-6300.



AML-Global
AMERICAN LANGUAGE SERVICES

M a k i n g t h e W o r l d S m a l l e r

CERTIFICATION OF TRANSLATION
AFFIDAVIT FOR TRANSLATION OF SAID DOCUMENT

American Language Services, a company specializing in the translation of documents, certifies the following:

- American Language Services has retained a professional translator for the attached English into Spanish document. The document is referred to as:

"MARTIN V. RONDEUX AMENDA PAGA NOTICE"

- I affirm that such translation has been prepared by a duly qualified translator, who has confirmed that such translation is, to the best of their knowledge and belief, a true and accurate translation in Spanish of the corresponding English document.
- I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Notwithstanding the foregoing affirmations, no liability is assumed for errors and omissions in the translation of the attached document.
- Executed on this Twenty-first day of August , 2026, at Los Angeles, California.

OLGA PORTILLO
AMERICAN LANGUAGE SERVICES

ata MEMBER
American Translators Association

Member # 244894

1849 SAWTELLE BLVD. SUITE 600 LOS ANGELES, CALIFORNIA 90025
TEL (310) 829-0741 FAX (310) 829-3222
translation@alsglobal.net
www.alsglobal.net

CALIFORNIA JURAT

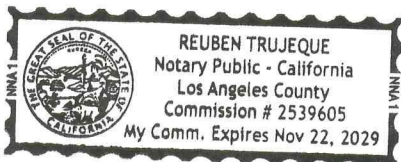
GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on
this 21st day of August, 2026, by
Date Month Year



(1) OLGA PORTILLO

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature *Reuben Trujque*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

*Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

"MARTIN V. RONDEUX AMENDA PAGA NOTICE"

Description of Attached Document

Title or Type of Document: _____

Document Date: See attached Number of Pages: 2

Signer(s) Other Than Named Above: _____

EXHIBIT 11

1 ~~Megan E. Ross (SDN 227776)~~

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8 ~~megan@abramsonlabor.com~~
9 ~~Michiko Vartanian (SDN 322979)~~
10 ~~michiko@abramsonlabor.com~~
11 ~~ABRAMSON LABOR GROUP~~
12 ~~1700 W. Burbank Boulevard~~
13 ~~Burbank, California 91506~~
14 ~~Tel: (213) 493-6300~~
15 ~~Fax: (213) 382-4083~~

16 ~~Attorneys for Plaintiff JOSE MARTIN~~
17 ~~and all others similarly situated and aggrieved~~

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

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: Hon. Melissa
R. McCormick, Dept. CX105]~~

**REVISED [PROPOSED] ORDER
GRANTING APPROVAL OF PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date: ~~April 16~~September 3, 2026

Time: 2:00 p.m.

Dept.: CX105

~~Judge: Hon. Melissa R. McCormick~~

REVISED [PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT

1 [PROPOSED] ORDER AND JUDGMENT

2 This matter came before the above-captioned Court on Plaintiff Jose Martin's
3 ("Plaintiff") motion for approval of a settlement agreement pursuant to the California Labor
4 Code Private Attorneys General Act ("PAGA") (the "Settlement").

5 Having reviewed and considered the Settlement Agreement, the supporting papers filed
6 by Plaintiff, and the evidence and argument received by the Court, the Court grants approval of
7 the PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
8 DETERMINATIONS:

9 1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized
10 terms have the same meaning as defined in the Settlement Agreement (that is attached as Exhibit
11 1 to the ~~concurrently~~-filed Declaration of Megan E. Ross and attached herein as Exhibit 1) and
12 the Amendment to the PAGA Settlement Agreement ("Amendment") (that is attached herein as
13 Exhibit 2).

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14 2. The California Labor Workforce and Development Agency ("LWDA") has been
15 provided notice of the Settlement in accordance with PAGA, California Labor Code section
16 2699(1)(2), (1)(4). In particular, Plaintiff submitted to the LWDA a notice of the Settlement
17 enclosing a copy of the Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA
18 complied with the notice requirements of PAGA.

19 3. The Court ~~confirms approval of~~ approves the Settlement as fair, reasonable and
20 adequate to the Aggrieved Employees and the State of California.

21 4. The Court has jurisdiction over the subject matter of this litigation, over all
22 ~~Aggrieved Employee~~ PAGA Settlement Group Members, and over those persons undertaking
23 affirmative obligations under the Settlement.

24 5. The Settlement is approved under Labor Code section 2699(1)(2).

25 6. The ~~Amended Cover Letter~~ PAGA notice to ~~Aggrieved Employee~~ PAGA
26 Settlement Group Members, attached as Exhibit 5 to the concurrently filed Declaration of
27 Megan E. Ross, fairly and adequately describes the Action, the approved Settlement, ~~and~~ s is the
28 best notice practicable under the circumstances. The Amended PAGA Notice is attached herein

1 as Exhibit 3. The Amended PAGA notice translated in Spanish is attached herein as Exhibit 4.

2 7. The Court finds that each ~~Aggrieved Employee~~PAGA Settlement Group Member,
3 in accordance with the Settlement releases all Released Claims against the Released Parties.

4 8. The Gross Settlement Amount, Net Settlement Fund and the methodology used
5 to calculate the LWDA Payment and ~~PAGA-Aggrieved Employee~~Individual PAGA Payments
6 ~~(which is comprised of the Individual PAGA Payments)~~to PAGA Settlement Group Members,
7 in accordance with the Settlement is approved.

8 ~~8-9.~~ The Court approves the Gross Settlement Amount of \$180,000.00.

9 9-10. The Court approves Simpluris, Inc. to act as the Settlement Administrator. The
10 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
11 with the terms of the Settlement Agreement, ~~not to exceed \$5,000.00 of \$4,143.00.~~

12 ~~10-11.~~ The Court approves Megan E. Ross of Abramson Labor Group as PAGA Counsel.

13 12. The Court awards PAGA Counsel attorneys' fees in the amount of \$60,000.00
14 and actual litigation costs of ~~\$15,000.00~~14,149.55, both of which the Court finds to be fair and
15 reasonable. The Court authorizes the Settlement Administrator to make these payments, in
16 accordance with the terms of the Settlement Agreement.

17 ~~11-13.~~ The Court awards Plaintiff an individual payment of \$5,000.00.

18 12-14. The Court authorizes the Settlement Administrator to calculate the Net Settlement
19 Amount, inclusive of the LWDA Payment and ~~Employee Payment~~Individual PAGA Payment,
20 in accordance with the terms of the Settlement Agreement.

21 13-15. The Court finds that the LWDA Payment of ~~\$61,750.00~~62,859.84 as its share of
22 the settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
23 Administrator to pay the LWDA Payment, in accordance with the terms of the Settlement
24 Agreement.

25 16. The Court finds that the ~~Employee Payment~~Individual PAGA Payment of
26 ~~\$33,250~~847.00-61 as the ~~Aggrieved Employee~~PAGA Settlement Group Members' share of the
27 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
28 Administrator to pay the Employee Payment, in accordance with the terms of the Settlement

1 Agreement.

2 ~~14-17.~~ The Court orders the Parties and the Settlement Administrator to administer the
3 Settlement in accordance with the terms of the Settlement Agreement.

4 ~~15-18.~~ Checks for Individual PAGA Payments sent to ~~Aggrieved Employee~~ PAGA
5 Settlement Group Members shall be valid for 180 days after issuance. Funds remaining from
6 any checks for Individual PAGA Payments uncashed after 180 days will be dispersed to State
7 of California Unclaimed Wage or Property Fund, in accordance with the terms of the Settlement
8 Agreement.

9 ~~16-19.~~ Upon completion of the Settlement, the Settlement Administrator will provide
10 written certification of the completion to the Court and counsel for the Parties which shall be
11 filed with the Court at least on or before _____ 9 Court days
12 before the final accounting hearing set for June 3, 2027 at 9:00 a.m.

13 ~~17-20.~~ Without affecting the finality of this order and entry of judgment, the Court retains
14 jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation
15 and enforcement of this Order and the Settlement Agreement pursuant to C.C.P. § 664.6 ~~the Court~~
16 ~~retains exclusive and continuing jurisdiction over this Action for purposes of supervising,~~
17 ~~administering, implementing, and enforcement of this Order and the Settlement.~~

18 ~~18-21.~~ Nothing in this Order or the Settlement shall be construed as an admission or
19 concession by any party. The Settlement and this resulting Order and entry of judgment simply
20 represent a compromise of disputed allegations.

21 22. The Court enters final judgment in accordance with the terms of the Settlement
22 Agreement and this Order. Notice of the entry of judgment will be available to PAGA Settlement
23 Group Members via the PAGA website. The Parties will provide a link and instructions in the
24 PAGA notice for how PAGA Settlement Group Members may obtain the entry of judgment
25 from the PAGA website.

26 ~~19.~~ _____
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20-23. Plaintiff is directed to submit a copy of this Order and entry of judgment to the LWDA within 10 days of the date of this Order and entry of judgment.

IT IS SO ORDERED:

DATED: _____

Honorable Melissa R. McCormick
Judge of the Superior Court of California

EXHIBIT 12



Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Fri 2026-08-21 5:45 PM

To Genesis Pena <genesis.p@abramsonlabor.com>

08/21/2026 05:45:35 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 08/21/2026 05:45:35 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1047046-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam04.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cgenesis.p%40abramsonlabor.com%7Cf7289ea717b7479b46ac08deffe6b609%7Cc135c9ae40284b0ab1bb6f7b8aaee9f9%7C0%7C0%7C639229563545765311%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilskFOIjoiTWfPbClslldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=OC2ai%2FliYTQmIcFxm5YwDu4eV6ZkcmWc%2BNwapBZFFY%3D&reserved=0](https://nam04.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%2FAttorneys%2FGeneral%2FAct.htm&data=05%7C02%7Cgenesis.p%40abramsonlabor.com%7Cf7289ea717b7479b46ac08deffe6b609%7Cc135c9ae40284b0ab1bb6f7b8aaee9f9%7C0%7C0%7C639229563545765311%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilskFOIjoiTWfPbClslldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=OC2ai%2FliYTQmIcFxm5YwDu4eV6ZkcmWc%2BNwapBZFFY%3D&reserved=0)