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5 on behalf of herself, all others similarly situated,
and on behalf of the general public

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

7 **IN AND FOR THE COUNTY OF LOS ANGELES**

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10 GABRIELA GUEVERA, on behalf of herself and
all others similarly situated, and on behalf of the
11 general public,

12 Plaintiffs,

13 v.

14 AGUILASMORALES, INC.; and DOES 2-100,

15 Defendants.
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Case No.: 21STCV47592

[Related to Case No. 22STCV08424]

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: June 5, 2024
Time: 10:30 a.m.

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Guevara v. Aguila Morales, Inc.* matter.
6 On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *of Class Action Settlement*, in English and Spanish (referred to as the “Notice”); (b) receiving and
20 processing requests for exclusion; (c) resolving disputes among Settlement Class Members regarding
21 the number of workweeks recorded by Defendants during the Class Period, as stated on their
22 individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and
23 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
24 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
26 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On December 27, 2023, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice. Apex then generated a draft of the formatted Notice, which received approval from the
3 Parties' Counsel before being mailed.

4 5. On January 26, 2024, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 86 individuals.

9 6. In preparation for the mailing process, all 86 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the
13 Notices. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notices.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notices.

17 7. On February 5, 2024, The Notices were sent to all 86 individuals listed in the Class List using
18 U.S First Class Mail. A copy of the mailed Notice is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 25 returned Notices as undeliverable.
20 Among these, 4 Notices were returned with a forwarding address, and we promptly re-mailed it to the
21 provided forwarding address. For the remaining 21 Notices without a forwarding address, Apex
22 conducted a computerized skip trace in order to acquire updated addresses for the purpose of re-mailing
23 the Notices. This skip trace effort resulted in obtaining 7 updated addresses, to which we promptly re-
24 mailed the Notices via U.S First Class Mail.

25 9. As of the date of this declaration, there have been 25 Notices re-mailed in total. Out of these, 4
26 were re-sent due to a forwarding address provided by the USPS, while the remaining 7 were re-mailed
27 as a result of Apex's skip-tracing efforts.

1 10. As of the date of this declaration, 14 Notices have been considered undeliverable as no updated
2 address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
4 for submitting a request for exclusion from the Settlement was March 21, 2024.

5 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
6 deadline for submitting a written objection to the Settlement was March 21, 2024.

7 13. As of the date of this declaration, Apex has not received any workweek disputes from Settlement
8 Class Members. The deadline for submitting a dispute was March 21, 2024.

9 14. As of the date of this declaration, Apex will report 86 Participating Class Members, constituting
10 100% of the total 86 Settlement Class Members.

11 15. The total number of workweeks worked by Participating Class Members during the Class Period
12 is 8,179. The Net Settlement Amount available to Participating Class Members is estimated to be
13 \$181,376.44 and was calculated by subtracting the requested attorneys' fees (\$116,666.66), the amount
14 requested for litigation costs and expenses (\$15,606.90), the requested Class Representative
15 Enhancement Payment (\$7,500.00), the requested Settlement Administration Costs (\$8,850.00), and the
16 PAGA Payment (\$20,000.00) from the Gross Settlement Amount (\$350,000.00).

17 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
18 to be approximately \$6,630.59 and the *average* Individual Settlement Amount is currently estimated to
19 be approximately \$2,109.03. These amounts are subject to employee-side tax and withholdings.

20 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$5,000.00) will be allocated to
21 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
22 cannot opt out of the PAGA settlement. There are 48 Aggrieved Employees who worked a total of 3,840
23 weeks during the PAGA Period.

24 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$186.20 and
25 the *average* individual PAGA share is approximately \$104.17.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$8,850.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake. A true and correct copy of the invoice
3 from Apex is attached hereto as **Exhibit B**.

4 I declare under penalty of perjury under the laws of the State of California and the United States
5 that the foregoing is true and correct, and that this Declaration was executed this 2nd day of May 2024,
6 in Irvine, California.

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MADELY NAVA

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES
Gabriela Guevara, Plaintiff, v. AguilasMorales, Inc., Defendant
Case Nos. 21STCV47592 and 22STCV08424

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All non-exempt, hourly employees employed by Defendant AguilasMorales, Inc. in the State of California at any time from December 30, 2017 through September 19, 2023.

The California Superior Court, County of Los Angeles has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned actions ("Actions"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All non-exempt, hourly employees employed by Defendant AguilasMorales, Inc. in the State of California at any time from December 30, 2017 through September 19, 2023.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

AguilasMorales, Inc.'s (hereinafter referred to as "Defendant") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from December 30, 2017 through September 19, 2023 (the "Class Period").

A Preliminary Approval Hearing was held on December 13, 2023, in the California Superior Court, County of Los Angeles. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on June 5, 2024, at 10:30 a.m., before Judge Stuart M. Rice, located at 312 North Spring Street Los Angeles, CA 90012, Department 1.

2. What Is This Case About?

The class action (Case Number 21STCV47592) was filed on December 30, 2021 in the Los Angeles County Superior Court. This action was brought against Defendant seeking damages, restitution, penalties, interest, costs and attorney's fees and other relief based on the following alleged causes of action: 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay Overtime; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; 6) Failure to Pay all Wages Due at the Time of Termination; 7) Irregular Pay Periods; 8) Failure to Adopt a Compliant Sick Pay Policy; and 9) Violation of Unfair Competition Law.

The PAGA action on (Case Number 22STCV08424) was filed on March 8, 2022 in the Los Angeles County Superior Court after Plaintiff submitted her Notice of Labor Code Violations to the LWDA on December 8, 2021. seeking similar relief. This actopm sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay Overtime; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; 6) Failure to Pay all Wages Due at the Time of Termination; 7) Failure to Pay All Wages Twice Per Month; and 8) Failure to Adopt a Compliant Sick Pay Policy.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial. Defendant expressly denies that it did anything wrong or that it violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. Am I A Class Member? Am I An Aggrieved Employee?

You are a Class Member if you worked for Defendant in the State of California as an hourly non-exempt employee from December 30, 2017 through September 19, 2023.

If you worked for Defendant in the State of California as an hourly non-exempt employee from December 28, 2020 through September 19, 2023 you are also an “Aggrieved Employee” under the settlement.

4. How Does This Class Action Settlement Work?

Plaintiff Gabriela Guevara bring this action behalf of herself and all other similarly situated employees who were employed by Defendant as hourly non-exempt employees in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can obtain them for a nominal fee by visiting the Los Angeles Superior Court website by visiting <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and inputting the case number 21STCV47592, or you can contact Plaintiff’s counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
MARA LAW FIRM, PC David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	BAIK LAW GROUP APC John A. S. Baik 3250 Wilshire Boulevard, Suite 601 Los Angeles, CA 90010 Telephone: (213) 427-6800 Facsimile: (213) 382-0760

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims and Released PAGA Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims and Released PAGA Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendants and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment and be bound by the Released PAGA Claims, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; (d) be signed by you or your lawful representative; and (e) be postmarked no later than March 21, 2024.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment and be bound by the Released PAGA Claims, even if you opt-out of the settlement.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than March 21, 2024. The objection must state: (a) the case name; (b) your full name, address, and telephone number; (c) the words “Notice of Objection” or “Formal Objection;” (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval hearing; (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing; and (g) state whether the objection applies only to you, to a specific subset of the Class, or to the entire Class. The objection will not be valid if it objects only to the appropriateness of the action or its merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendants and the Released Parties¹ from the Released Class Claims. The Released Class Claims are:

Any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged or could have been alleged during the Class Period based upon a reasonable interpretation of the facts alleged in the Class Action against Defendant. The release as to these claims will be deemed effective when Defendant funds the settlement.

If you are an Aggrieved Employee, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims are:

¹ “Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, including Paseo San Miguel, LLC, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

Any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act predicated upon the Labor Code violations asserted, as well as any potential penalties, interest or attorneys' fees associated with those violations under California law, to the extent such claims are predicated on claims made or that could have been made during the PAGA Period based on the facts and circumstances alleged in the PAGA Action and Plaintiff's notice to the LWDA against Defendant. Aggrieved Employees will release the Released PAGA Claims even if they opted-out/requested exclusion from the Class Settlement. The release as to these claims will be deemed effective when Defendant funds the settlement.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$350,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payment to the named Plaintiff in an amount up to \$7,500, for prosecution of the Actions, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$10,000; (3) a payment of \$20,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$116,666.66 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$20,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

Each Participating Class Member² will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, California's Labor and Workforce Development Agency ("LWDA") will receive a payment of \$15,000 (75% of the \$20,000 total PAGA Payment). The remaining \$5,000 is the Net PAGA Settlement Amount and will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California based on the PAGA Data provided by Defendant, divided by (ii) the total number of weeks worked by all Aggrieved Employees based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of weeks that he or she worked.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$«Est_Class_PMT», less taxes. This is based on the Class Data which shows you worked «Class_Weeks» workweeks during the Class Period.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$«Est_PAGA_PMT». This is based on the PAGA Data which shows you worked «PAGA_Weeks» workweeks during the PAGA Period.

E. How the Settlement Will Be Funded and Disbursed

Defendant will fund the Settlement in two installments. As a result, your Settlement Payment will also be paid in two installments, as detailed below.

² A Participating Class Member is a Class Member who does not exclude themselves from the Settlement.

The First Installment, which consists of \$150,000, or 42.85% of the Gross Settlement Amount, plus the applicable Employer Taxes, will be funded either sixty (60) calendar days after the Effective Final Settlement Date,³ or May 21, 2024, whichever is later. The First Installment will be disbursed within ten (10) calendar days after the Settlement Administrator receives the First Installment.

The Second Installment, which consists of \$200,000, or 57.15% of the Gross Settlement Amount, plus the applicable Employer Taxes, will be funded no later than ten (10) months after the funding of the First Installment. The Second Installment will be disbursed within ten (10) calendar days after the Settlement Administrator receives the Second Installment.

F. Tax Treatment of Your Settlement Payments

One-third (33 1/3 %) of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendants' share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

One-third (33 1/3%) of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest and one-third (33 1/3%) of the Individual Class Settlement Share is intended to settle each Class Member's claims for penalties ("Non-Wage Portion"). The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

G. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to the State of California unclaimed property fund in your name.

11. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$116,666.66) for attorney fees and up to \$20,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$7,500, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting www.apexclassaction.com/aguilasmorales, a website maintained by the Settlement Administrator. Please refer to the AguilaMorales Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 312 North Spring Street, Los Angeles, CA 90012 or obtain them for a nominal fee by visiting the Los Angeles Superior Court website by visiting <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and inputting the case number 21STCV47592. You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

³ The effective date of this Settlement will be when the final approval of the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the court grants final approval of the settlement, the date the court enters judgment granting final approval of the settlement.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

*Un tribunal autorizó este aviso. Esto no es una solicitud.
Esta no es una demanda contra usted y usted no está siendo demandado.
Sin embargo, sus derechos legales se ven afectados ya sea que actúe o no.*

PARA: Todos los empleados por hora no exentos empleados por el Demandado AguilasMorales, Inc. en el Estado de California en cualquier momento desde el 30 de diciembre de 2017 hasta el 19 de septiembre de 2023.

El Tribunal Superior de California, Condado de Los Ángeles, ha otorgado aprobación preliminar a un acuerdo propuesto (“Acuerdo”) de las acciones antes mencionadas (“Acciones”). Debido a que sus derechos pueden verse afectados por este Acuerdo, es importante que lea atentamente este Aviso de Acuerdo de Demanda Colectiva (“Aviso”).

El Tribunal ha certificado el siguiente grupo para fines del Acuerdo (“Grupo” o “Miembros del Grupo”):

Todos los empleados por hora no exentos empleados por el Demandado AguilasMorales, Inc. en el estado de California en cualquier momento desde el 30 de diciembre de 2017 hasta el 19 de septiembre de 2023.

El propósito de este Aviso es proporcionar una breve descripción de las reclamaciones alegadas en la Demanda Colectiva, los puntos clave del Acuerdo y sus derechos y opciones con respecto al Acuerdo.

USTED PUEDE TENER DERECHO A OBTENER DINERO BAJO EL ACUERDO PROPUESTO DE DEMANDA COLECTIVA. POR FAVOR LEA ESTE AVISO DETENIDAMENTE; LE INFORMA SOBRE SUS DERECHOS LEGALES.

QUÉ INFORMACIÓN CONTIENE ESTE AVISO

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10. ¿Cuánto puedo esperar recibir de este Acuerdo?Página 4
11. ¿Cómo se les pagará a los Abogados del Grupo y a los Representantes del Grupo?Página 5

1. ¿Por qué recibí este aviso?

Los registros de AguilasMorales, Inc. (en adelante denominado "Demandado") indican que usted puede ser un Miembro del Grupo. El Acuerdo resolverá todas las Reclamaciones Liberadas de los Miembros del Grupo, como se describe en la Sección No. 9 a continuación, desde el 30 de diciembre de 2017 hasta el 19 de septiembre de 2023 (el “Período del Grupo”).

Una Audiencia de Aprobación Preliminar se llevó a cabo el 13 de diciembre de 2023, en el Tribunal Superior de California, Condado de Los Ángeles. El Tribunal certificó condicionalmente al Grupo para fines del Acuerdo únicamente y ordenó que usted recibiera este Aviso.

El Tribunal celebrará una Audiencia Final de Equidad sobre el Acuerdo propuesto el 5 de junio de 2024, a las 10:30 am, ante el Juez Stuart M. Rice, ubicado en 312 North Spring Street Los Ángeles, CA 90012, Departamento 1.

2. ¿De qué se trata este caso?

La demanda colectiva (Número de Caso 21STCV47592) se presentó el 30 de diciembre de 2021 en el Tribunal Superior del Condado de Los Ángeles. Esta Acción se presentó contra el Demandado buscando daños, restitución, sanciones, intereses, costos y honorarios de abogados y otras compensaciones basadas en las siguientes causas de acción alegadas: 1) Falta de pago de todos los salarios regulares; 2) Falta de pago de horas extras; 3) No proporcionar períodos para comer; 4) No autorizar y permitir periodos de descanso; 5) Incumplimiento intencional y a sabiendas de las disposiciones detalladas de la declaración

de salarios de los empleados; 6) Falta de pago de todos los salarios adeudados al momento del despido; 7) Períodos de pago irregulares; 8) No adoptar una política de pago por enfermedad que cumpla con las normas; y 9) Violación de la Ley de Competencia Desleal.

La Acción PAGA (Número de caso 22STCV08424) se presentó el 8 de marzo de 2022 en el Tribunal Superior del Condado de Los Ángeles después de que la Demandante presentara su Aviso de Violaciones del Código Laboral a la LWDA el 8 de diciembre de 2021, buscando una reparación similar. Esta Ley buscó sanciones civiles bajo PAGA en relación con las siguientes supuestas violaciones sufridas por empleados supuestamente agraviados similarmente: 1) Falta de pago de todos los salarios regulares; 2) Falta de pago de horas extras; 3) No proporcionar períodos para comer; 4) No autorizar y permitir periodos de descanso; 5) Incumplimiento intencional y a sabiendas de las disposiciones detalladas de la declaración de salarios de los empleados; 6) Falta de pago de todos los salarios adeudados al momento del despido; 7) Falta de pago de todos los salarios dos veces al mes; y 8) No adoptar una política de pago por enfermedad que cumpla con las normas.

El Tribunal no ha tomado ninguna determinación sobre si las reclamaciones presentadas por la Demandante tienen algún mérito. En otras palabras, el Tribunal no ha determinado si se ha violado alguna ley, ni ha fallado a favor de la Demandante o del Demandado; en cambio, ambas partes acordaron resolver la demanda sin decisión ni admisión de quién tiene razón o no. Al aceptar resolver la demanda, todas las partes evitan los riesgos y costos de un juicio. El Demandado niega expresamente haber hecho algo malo o haber violado la ley y además niega cualquier responsabilidad ante la Demandante o el Grupo.

3. ¿Soy un Miembro del Grupo? ¿Soy un Empleado Agraviado?

Usted es un Miembro del Grupo si trabajó para el Demandado en el estado de California como empleado no exento por horas desde el 30 de diciembre de 2017 hasta el 19 de septiembre de 2023.

Si usted trabajó para el Demandado en el Estado de California como empleado no exento por horas desde el 28 de diciembre de 2020 hasta el 19 de septiembre de 2023, también es un "Empleado Agraviado" según el acuerdo.

4. ¿Cómo funciona este Acuerdo de Demanda Colectiva?

La Demandante Gabriela Guevara entabla esta acción en su nombre y en el de todos los demás empleados en situaciones similares que fueron empleados por el Demandado como empleados por horas no exentos en California en cualquier momento durante el Período del Grupo. La Demandante y estos otros empleados actuales y anteriores forman un "Grupo" y son "Miembros del Grupo". El Acuerdo de esta Demanda resuelve las Reclamaciones Liberadas de todos los Miembros del Grupo, según se define en el Acuerdo de Conciliación y la Sentencia Final, excepto aquellos que se excluyen del Grupo solicitando ser excluidos de la manera establecida a continuación.

La Demandante y los Abogados del Grupo creen que el acuerdo es justo y razonable. El Tribunal también debe revisar los términos del Acuerdo y determinar si es justo y razonable para el Grupo. El expediente judicial contiene los documentos del Acuerdo, que explican el Acuerdo con mayor detalle. Si usted desea copias de los documentos del acuerdo, puede obtenerlas por una tarifa nominal visitando el sitio web del Tribunal Superior de Los Ángeles en <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> e ingresando el número de caso 21STCV47592, o puede comunicarse con el Abogado de la Demandante, cuya información de contacto se encuentra a continuación, y ellos le proporcionarán una copia sin costo.

5. ¿Quiénes son los Abogados que representan a las partes?

Abogados de la Demandante y del Grupo	Abogados del Demandado
MARA LAW FIRM, PC David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Teléfono: (619) 234-2833 Fax: (619) 234-4048	BAIK LAW GROUP APC John A. S. Baik 3250 Wilshire Boulevard, Suite 601 Los Ángeles, CA 90010 Teléfono: (213) 427-6800 Fax: (213) 382-0760

El Tribunal ha decidido que Mara Law Firm, PC está calificado para representarlo a usted y a todos los demás Miembros del Grupo simultáneamente.

Usted no necesita contratar a su propio abogado porque los Abogados del Grupo trabajan en su nombre. Pero, si desea tener su propio abogado, puede contratar uno por su cuenta.

6. ¿Cuáles son mis opciones?

El propósito de este Aviso es informarle sobre el Acuerdo propuesto y sus opciones. Cada opción tiene consecuencias, las cuales debe entender antes de tomar su decisión. Sus derechos con respecto a cada opción y los pasos que debe seguir para seleccionar cada opción se resumen a continuación y se explican con más detalle en este Aviso.

Nota importante : el Demandado no tomará represalias contra usted de ninguna manera por participar o no en este Acuerdo.

- **HACER NADA:** Si usted no hace nada y el Tribunal otorga la Aprobación Final del Acuerdo, pasará a formar parte de esta Demanda Colectiva y podrá recibir un pago del Acuerdo. Usted estará obligado a liberar las Reclamaciones Liberadas del Grupo y las Reclamaciones PAGA Liberadas tal como se definen en el Acuerdo de Conciliación y la Sentencia Final. También renunciará a su derecho a presentar las Reclamaciones Liberadas del Grupo y las Reclamaciones PAGA exoneradas tal como se definen en la Sección N° 9 a continuación.
- **EXCLUIRSE:** Si usted no desea participar como un Miembro del Grupo, puede “optar por no participar”, lo que lo excluirá del grupo y de esta Demanda Colectiva. Si el Tribunal otorga la Aprobación Final del Acuerdo, usted no recibirá ningún pago del Acuerdo y no renunciará al derecho de demandar a los Demandados y a las Partes Liberadas por las Reclamaciones Liberadas del Grupo. Si usted es un Empleado Agraviado, recibirá una parte del Pago PAGA y estará sujeto a las Reclamaciones PAGA Liberadas, incluso si opta por no participar en el acuerdo.
- **OBJETAR:** Usted puede presentar una objeción legal al Acuerdo propuesto. Si desea objetar, no puede optar por no participar (excluirse) en este caso.

7. ¿Cómo puedo excluirme u optar por no participar en este Acuerdo?

Si usted no desea participar en el Acuerdo, debe enviar por correo una Solicitud de Exclusión por escrito al Administrador del Acuerdo. La solicitud escrita de exclusión debe: (a) indicar su nombre, dirección, número de teléfono y número de seguro social o número de identificación de empleado; (b) declarar su intención de excluirse o optar por no participar en el Acuerdo; (c) estar dirigido al Administrador del Acuerdo en Apex Class Action, LLC, PO Box 54668, Irvine, CA 92619; (d) estar firmado por usted o su representante legal; y (e) tener matasellos a más tardar el 21 de marzo de 2024.

Si el Tribunal aprueba el Acuerdo en la Audiencia de Aprobación Final, el Tribunal dictará una Sentencia. Si usted no solicita la exclusión del Acuerdo, la Sentencia lo vinculará a los términos del Acuerdo. Si es un Empleado Agraviado, recibirá una parte del Pago PAGA y estará sujeto a los Reclamaciones PAGA Liberadas, incluso si opta por no participar en el acuerdo.

8. ¿Cómo me opongo al Acuerdo?

Si usted es un Miembro del Grupo que no opta por no participar en el Acuerdo, puede oponerse al Acuerdo, personalmente o a través de un abogado, presentando su objeción por escrito, firmada, fechada y enviada por correo al Administrador del Acuerdo con matasellos a más tardar el 21 de marzo, 2024. La objeción deberá expresar: (a) el nombre del caso; (b) su nombre completo, dirección y número de teléfono; (c) las palabras "Aviso de Objeción" u "Objeción Formal"; (d) describir, en términos claros y concisos, los argumentos de hecho y de derecho que respaldan la objeción; (e) enumerar los testigos identificados que el objetor puede llamar a testificar en la Audiencia de Aprobación Final; (f) proporcionar copias verdaderas y correctas de cualquier prueba que el objetor pretenda ofrecer en la audiencia de Aprobación Final; y (g) indicar si la objeción se aplica solo a usted, a un subconjunto específico del Grupo o al Grupo completo. La objeción no será válida si se opone únicamente a la idoneidad de la acción o a su fondo.

Los Miembros del Grupo pueden comparecer en la Audiencia de Aprobación Final, ya sea en persona o a través del propio abogado del objetor. Si el Tribunal rechaza la objeción, él/ella recibirá un pago de la Parte Individual del Acuerdo y estará obligado por los términos del Acuerdo.

9. ¿Cómo afecta este Acuerdo a mis derechos? ¿Cuáles son los reclamos liberados?

Si el Tribunal aprueba el Acuerdo propuesto, el Tribunal dictará una Sentencia Final. Todos los Miembros del Grupo que no opten por no participar en el Acuerdo estarán obligados por la Sentencia Final del Tribunal y liberarán a los Demandados y a las Partes Liberadas⁴ de las Reclamaciones Liberadas del Grupo. Las Reclamaciones Liberadas del Grupo son:

⁴“Partes Liberadas” significa el Demandado y sus funcionarios, directores, empleados, representantes, administradores, abogados, agentes, empresas matrices, subsidiarias y corporaciones y entidades afiliadas, pasados, presentes y/o futuros, directos y/o indirectos, incluido Paseo San Miguel, LLC, consultores, accionistas, empresas conjuntas, predecesores, sucesores y/o cesionarios.

Todos y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, sanciones, garantías, costos, gastos, honorarios de abogados, daños, acciones o causas de acción de cualquier tipo o naturaleza, ya sean conocidos o desconocidos, contingentes o acumulados, que se alegan o podría haberse alegado durante el Período del Grupo basándose en una interpretación razonable de los hechos alegados en la Demanda Colectiva contra el Demandado. La liberación de estas reclamaciones se considerará efectiva cuando el Demandado financie el acuerdo.

Si usted es un Empleado Agraviado, estará obligado por la Sentencia Final y liberará a las Partes Liberadas de las Reclamaciones PAGA Liberados, incluso si opta por no participar en el acuerdo. Los reclamos PAGA liberados son:

Todos y cada uno de los reclamos por sanciones civiles bajo el Código Laboral de California y la Ley General de Abogados Privados basados en las violaciones del Código Laboral alegadas, así como cualquier posible penalización, interés o honorarios de abogados asociados con esas violaciones bajo la Ley de California, en la medida en que tales Los reclamos se basan en reclamos realizados o que podrían haberse realizado durante el Período PAGA con base en los hechos y circunstancias alegados en la Acción PAGA y la notificación de la Demandante a la LWDA contra el Demandado. Los Empleados Agraviados liberarán las Reclamaciones PAGA Liberadas incluso si optaron por no participar o solicitaron la exclusión del Acuerdo Colectivo. La liberación de estas reclamaciones se considerará efectiva cuando el Demandado financie el Acuerdo.

10. ¿Cuánto puedo esperar recibir de este Acuerdo?

El monto máximo total que se le podría exigir al Demandado que pague según este Acuerdo será de hasta, pero no más de, \$350,000 (“Monto Bruto del Acuerdo” o “GSA”).

H. Deducciones del Acuerdo

El “Monto Neto del Acuerdo” o “NSA” significa la porción del Monto Bruto del Acuerdo, disponible para distribución a los Miembros del Grupo después de la deducción de (1) el Pago por Servicios del Representante del Grupo a la Demandante nombrado por un monto de hasta \$7,500, por el procesamiento de las Acciones, riesgos asumidos para el pago de honorarios y costos de abogados, y una liberación general de todos las reclamaciones; (2) los Costos de Administración del Acuerdo para el Administrador del Acuerdo por un monto estimado que no exceda los \$10,000; (3) un pago de \$20,000 asignado a las reclamaciones PAGA; y (4) pago a los Abogados del Grupo por un monto que no exceda los \$116,666.66 (un tercio del Monto Bruto del Acuerdo) por honorarios de abogados y un monto que no exceda los \$20,000 por costos del litigio. Todos estos pagos están sujetos a la aprobación del Tribunal.

I. Cómo se calculan los pagos del Acuerdo de los Miembros del Grupo

Cada Miembro Participante del Grupo ⁵ recibirá una parte proporcional del Monto Neto del Acuerdo que es igual a (i) el número de semanas que trabajó para el Demandado en California según los datos del Grupo proporcionados por el Demandado, dividido por (ii) el número total de semanas trabajadas por todos los Miembros Participantes del Grupo basándose en los mismos datos del Grupo, que luego se multiplica por el Monto Neto del Acuerdo. Un día trabajado en una semana determinada se acreditará como una semana para efectos de este cálculo. Por lo tanto, el valor de la Participación Individual del Acuerdo de cada Miembro del Grupo se vincula directamente con la cantidad de semanas que trabajó.

J. Cómo se calculan los pagos del Acuerdo para Empleados Agraviados

Si usted es un Empleado Agraviado según el acuerdo, también recibirá una parte del pago PAGA. De conformidad con PAGA, la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral de California (“LWDA”) recibirá un pago de \$15,000 (75% del pago PAGA total de \$20,000). Los \$5,000 restantes son el monto neto del acuerdo PAGA y se distribuirán proporcionalmente entre todos los Empleados Agraviados. Cada Empleado Agraviado recibirá una parte proporcional del Monto Neto del Acuerdo PAGA que es igual a (i) el número de semanas que trabajó para el Demandado en California según los Datos PAGA proporcionados por el Demandado, dividido por (ii) el número total de semanas trabajadas por todos los Empleados Agraviados según los mismos datos PAGA, que luego se multiplican por el Monto Neto del Acuerdo PAGA. Un día trabajado en una semana determinada se acreditará como una semana para efectos de este cálculo. Por lo tanto, el valor de la Participación Individual del Acuerdo PAGA de cada Empleado Agraviado se relaciona directamente con la cantidad de semanas que trabajó.

K. Su pago estimado del Acuerdo

Aunque su parte exacta del Monto Neto del Acuerdo como Miembro del Grupo no se puede calcular con precisión hasta después de que concluya el tiempo durante el cual las personas pueden objetar o buscar la exclusión del Acuerdo, según el cálculo

⁵Un Miembro Participante del Grupo es un Miembro del Grupo que no se Excluye del Acuerdo.

anterior, su parte aproximada del Monto Neto del Acuerdo es de la siguiente manera: \$«Est_Class_PMT», menos impuestos. Esto se basa en los Datos del Grupo que muestran que usted trabajó «Class_Weeks» semanas laborales durante el Período del Grupo.

Si usted también es un Empleado Agraviado, recibirá una parte del Monto Neto del Acuerdo PAGA. Según el cálculo anterior, su parte aproximada del Monto Neto del Acuerdo PAGA es la siguiente: \$«Est_PAGA_PMT». Esto se basa en los datos PAGA que muestran que usted trabajó «PAGA_Weeks» semanas laborales durante el Período PAGA.

L. Cómo se financiará y desembolsará el Acuerdo

El Demandado financiará el Acuerdo en dos cuotas. Como resultado, su Pago del Acuerdo también se pagará en dos cuotas, como se detalla a continuación.

La Primera Cuota, que consta de \$150,000, o el 42.85% del Monto Bruto del Acuerdo, más los Impuestos al Empleador aplicables, se financiará sesenta (60) días calendario después de la Fecha de Acuerdo Final Efectiva,⁶ o el 21 de mayo de 2024, lo que ocurra más tarde. La Primera Cuota se desembolsará dentro de los diez (10) días calendario posteriores a que el Administrador del Acuerdo reciba la Primera Cuota.

El Segundo Pago, que consta de \$200,000, o 57.15% del Monto Bruto del Acuerdo, más los Impuestos al Empleador aplicables, se financiará a más tardar diez (10) meses después de la financiación del Primer Pago. El Segundo Pago se desembolsará dentro de los diez (10) días calendario posteriores a que el Administrador del Acuerdo reciba el Segundo Pago.

M. Tratamiento Fiscal de sus Pagos del Acuerdo

Un tercio (33 1/3%) de cada Parte Individual del Acuerdo del Grupo está destinado a resolver las reclamaciones de cada Miembro del Grupo por salarios impagos (la “Porción Salarial”). La Porción Salarial se reducirá mediante las retenciones y deducciones del impuesto sobre la nómina correspondiente. El Administrador del Acuerdo calculará la parte de los Demandados de los impuestos sobre la nómina legalmente requeridos para la Porción Salarial y los Demandados la pagarán por separado de la GSA. El Administrador del Acuerdo emitirá un Formulario W-2 del IRS a cada Miembro Participante del Grupo con respecto a la Porción del Salario de su Parte Individual del Acuerdo del Grupo.

Un tercio (33 1/3 %) de la Parte Individual del Acuerdo del Grupo está destinado a liquidar las reclamaciones de intereses de cada Miembro del Grupo y un tercio (33 1/3 %) de la Parte Individual del Acuerdo del Grupo está destinado a liquidar las reclamaciones de sanciones de cada Miembro del Grupo (“Porción No Salarial”). La Porción No Salarial no se reducirá mediante retenciones y deducciones del impuesto sobre la nómina. El Administrador del Acuerdo emitirá a cada Miembro Participante del Grupo un Formulario 1099 del IRS con respecto a la porción no salarial de su Parte Individual del Acuerdo del Grupo.

Si usted es un Empleado Agraviado, su parte Individual del Acuerdo PAGA se distribuirá como multas del 100%. Esto no se reducirá mediante retenciones y deducciones del impuesto sobre la nómina. El Administrador del Acuerdo emitirá a cada Empleado Agraviado un Formulario 1099 del IRS con respecto a su Participación Individual del Acuerdo PAGA.

N. ¿Qué sucede si no cobra su cheque?

Se recomienda encarecidamente que, al recibir su cheque del Acuerdo, lo cobre inmediatamente o lo cobre antes de la fecha de anulación de 180 días que se muestra en cada cheque. Si algún cheque permanece sin cobrar o no depositado al vencimiento del período de 180 días, el Administrador del Acuerdo pagará el monto representado por el cheque al Fondo de Propiedad No Reclamada del Estado de California a su nombre.

11. ¿Cómo se les pagará a los Abogados del Grupo y al Representante del Grupo?

Los Abogados de la Demandante y del Grupo recibirán su pago con cargo al Monto Bruto del Acuerdo. Sujeto a la aprobación del Tribunal, a los abogados de la Demandante y del Grupo se les pagará un monto que no exceda un tercio del Monto Bruto del Acuerdo (\$ 116,666.66) por honorarios de abogados y hasta \$20,000 por costos del litigio.

El Demandado ha pagado todos los honorarios y costos de sus propios abogados.

También se le pagará a la Demandante, sujeto a la aprobación del Tribunal, una cantidad que no excederá los \$7,500, como complemento por el inicio y el procesamiento de este caso, los riesgos asumidos para el pago de costos en caso de que este caso se hubiera perdido, y un liberación general de todas las reclamaciones.

⁶La fecha de vigencia de este Acuerdo será cuando la Aprobación Final del Acuerdo ya no pueda ser apelada, o, si no hay objetores ni Demandantes en intervención en el momento en que el Tribunal otorgue la Aprobación Final del acuerdo, la fecha en que el Tribunal entre sentencia que conceda la Aprobación Final de la transacción.

SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede comunicarse con los Abogados del Grupo mencionados anteriormente o con el Administrador del Acuerdo al número de teléfono que figura a continuación, de forma gratuita. También puede obtener documentos relacionados con este caso y este acuerdo visitando www.apexclassaction.com/aguilasmorales, un sitio web mantenido por el Administrador del Acuerdo. Por favor consulte el Acuerdo de Demanda Colectiva sobre AguilasMorales.

Este Aviso no contiene todos los términos del Acuerdo propuesto ni todos los detalles de este procedimiento. Para obtener información más detallada, puede consultar los documentos subyacentes y los documentos archivados en el Tribunal en 312 North Spring Street, Los Ángeles, CA 90012 u obtenerlos por una tarifa nominal visitando el sitio web del Tribunal Superior de Los Ángeles en <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> e ingresando el número de caso 21STCV47592. También puede comunicarse con el Abogado de la Demandante, cuya información de contacto se encuentra arriba, y ellos le proporcionarán una copia de los documentos del acuerdo o de los documentos del caso sin costo alguno.

POR FAVOR NO LLAME POR TELÉFONO AL TRIBUNAL NI AL SECRETARIO DEL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

Exhibit B



Quotation Request:

Matt Crawford
Mara Law Firm
mcrawford@maralawfirm.com
855.964.1023

Case Name:

Gabriela Guevara v. AguilaMorales, Inc.

Date:

Thursday, September 21, 2023

RFP Number:

10230005

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Estimated Class Size:	100
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
Sub Total:				\$275.00

*Data provided must be in a workable format. Apex can standardized provided data at an additional cost of \$150/hr.

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	100	\$150.00
USPS First Class Postage	Per Piece	\$0.66	100	\$66.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	20	\$40.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0.5	\$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$45.00	1	\$45.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$1,733.50

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$39.50	1	\$39.50
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$539.50

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	100	\$150.00
USPS First Class Postage	Per Piece	\$0.66	100	\$66.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	100	\$150.00
USPS First Class Postage	Per Piece	\$0.66	100	\$66.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	20	\$40.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	12	\$1,200.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	2	\$2,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$4,972.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$710.00

TOTAL ESTIMATED ADMINISTRATION COST:				\$8,850.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's reworking, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client** during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request.** Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement.** All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions.** No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.