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8 Attorneys for Plaintiff Emma Romero and the Class

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN BERNARDINO**

12 EMMA ROMERO, individually and on behalf of
13 others similarly situated and on behalf of other
aggrieved employees,

14 Plaintiff,

15 vs.

16 CHARLES ABBOTT ASSOCIATES, INC., a
California corporation; ROBERT HALF INC.
17 (formerly doing business as ROBERT HALF
INTERNATIONAL INC.), a Delaware
18 corporation; ROBERT HALF
INTERNATIONAL INC., a Delaware
19 corporation; and DOES 1 through 25,
20 inclusive,

21 Defendants.
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Case No.: CIVSB2322374

Honorable Charlie L. Hill
Department S30

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: December 9, 2025
Time: 8:30 a.m.
Dept.: S30

Complaint Filed: September 15, 2023
FAC Filed: November 14, 2023
Trial Date: Not Set

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 *Romero v. Charles Abbott Associates, Inc.*
6 matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide 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 75 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 settlement administration, pursuant to the terms of the
17 Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to
18 be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing
19 the *Notice Of Class Action Settlement*, (referred to as “Class Notice”); (b) receiving and processing
20 Requests for Exclusion, Notices of Objection, and Workweeks Disputes; (c) calculating individual
21 settlement award amounts; (d) processing and mailing settlement award checks; (e) handling tax
22 withholdings as required by the Settlement and the law; (f) preparing, issuing and filing tax returns and
23 other applicable tax forms; (g) managing the distribution of any unclaimed funds pursuant to the terms
24 of the Settlement; and (h) undertaking additional tasks as mutually agreed upon by the Parties or as
25 ordered by the Court for Apex to perform.

26 4. On August 11, 2025, Class Counsel provided Apex with the Court-approved content for the Class
27 Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the
28 Parties’ Counsel before being mailed.

1 5. On September 4, 2025, Defendant's counsel provided Apex with the Class List file, comprising
2 the full names, social security numbers, last known mailing addresses, and dates worked for Defendant
3 during the period September 15, 2019 through Preliminary Approval. The Class List file was
4 successfully uploaded to our database, where it underwent a thorough review to identify any duplicates
5 or potential inconsistencies. The Class List consisted of a total of 203 individuals identified as Class
6 Members.

7 6. In preparation for the mailing process, all 203 names and addresses listed in the Class List
8 underwent verification and updating against the National Change of Address (NCOA) database
9 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
10 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The
11 NCOA database contains records of requested address changes submitted to the USPS. If an updated
12 address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However,
13 in cases where no updated address was found in the NCOA database, the original address provided by
14 Defendant's counsel was used for the mailing of the Class Notice.

15 7. On September 22, 2025, the Class Notice was sent to all 203 individuals listed in the Class List
16 using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

17 8. As of the date of this declaration, our office has received 8 returned Class Notices as
18 undeliverable. Apex conducted a computerized skip trace on the 8 returned Class Notices in order to
19 acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
20 in obtaining 3 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
21 Mail. As of the date of this declaration, 5 Class Notices have been considered undeliverable as no updated
22 address was found despite conducting skip tracing.

23 9. As of the date of this declaration, Apex has not received any Requests for Exclusion. The
24 Response Deadline was November 6, 2025.

25 10. As of the date of this declaration, Apex has not received any Notices of Objection. The Response
26 Deadline was November 6, 2025.

27 11. As of the date of this declaration, Apex has not received any Workweeks Disputes. The Response
28 Deadline was November 6, 2025.

1 12. As of the date of this declaration, Apex reports a total of 203 Settlement Class Members,
2 constituting 100% of the total Class, who worked 21,245.29 Workweeks during the Class Period.

3 13. The Net Settlement Amount available to Settlement Class Members is estimated to be
4 \$471,055.00 and was calculated by subtracting the requested attorneys' fees (\$297,500.00), the
5 maximum amount allocated for litigation costs and expenses (\$25,000.00), the requested Enhancement
6 Payment (\$10,000.00), the requested Settlement Administration Costs (\$6,445.00), and the PAGA
7 Amount (\$40,000.00) from the Gross Settlement Amount (\$850,000.00).

8 14. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to
9 be approximately \$4,703.68, the *average* Individual Settlement Share is currently estimated to be
10 approximately \$2,320.47, and the *lowest* Individual Settlement Share is currently estimated to be
11 approximately \$38.01. These amounts are subject to employee-side tax and withholdings.

12 15. Pursuant to the Settlement, 25% of the PAGA Amount (\$10,000.00) will be allocated to PAGA
13 Employees regardless of whether they opt out of the Class Settlement. PAGA Employees cannot opt out
14 of the PAGA Settlement. There are 132 PAGA Employees who worked a total of 5,875.57 PAGA
15 Workweeks during the PAGA Period.

16 16. The *highest* Individual PAGA Payment to a PAGA Employee is approximately \$96.28, the
17 *average* Individual PAGA Payment is approximately \$75.76, and the *lowest* Individual PAGA Payment
18 is approximately \$2.92.

19 17. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
20 and anticipated expenses, amount to \$6,445.00. Apex will proceed with additional tasks related to this
21 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
22 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
23 upon by the Parties or ordered by the Court for Apex to undertake. A copy of Apex's quote is attached
24 hereto as **Exhibit B**.

25 I declare under penalty of perjury under the laws of the State of California and the United States that the
26 foregoing is true and correct, and that this Declaration was executed this 21st day of November 2025, in
27 Irvine, California.



MADELY NAVA

Exhibit A

Romero v. Charles Abbott Associates, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID:«Apex_ID» «Tray_PC»

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip»

«D.

NOTICE OF CLASS ACTION SETTLEMENT

Emma Romero v. Charles Abbott Associates, Inc.

San Bernardino County Superior Court Case No. CIVSB2322374

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Emma Romero ("Plaintiff") and Defendant Charles Abbott Associates, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court Case No. CIVSB2322374 ("Action"), which may affect your legal rights. On August 11, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on December 9, 2025, at 8:30 am ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or **"Class Member(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from September 15, 2019, through October 9, 2023.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from September 8, 2022, through October 9, 2023.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 8, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On September 15, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On November 14, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On August 11, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Emma Romero as the representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement; and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$30,000.00) (“LWDA Payment”) and the remaining 25% (\$10,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From September 15, 2019, through October 9, 2023 (i.e., the Class Period), you are credited as having worked «Class_Weeks» Workweeks.**
- **From September 8, 2022, through October 9, 2023 (i.e., the PAGA Period), you are credited as having worked «PAGA_Weeks» PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Emma Romero v. Charles Abbott Associates, Inc.*, Case No. CIVSB2322374); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before November 6, 2025**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«Est_Class_PMT». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«PAGA_Est_PMT» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or equity, which were alleged or which reasonably could have been alleged based on the factual allegations, claims, and/or theories in the Operative Complaint, arising during the Class Period, including claims for Defendant's alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.* The Released Class Claims do not include claims for vested benefits, wrongful termination, violation of the Fair and Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

"Released PAGA Claims" means any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or equity, arising from any of the factual allegations, claims, and/or theories in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, for Defendant's alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant, and each of its former and present direct and/or indirect owners, dba’s, affiliates, parents, subsidiaries, co-employers, brother and sister corporations, divisions, related companies, successors and predecessors, assigns, employees who are not Class Members, officers, directors, shareholders, members, trustees, attorneys, accountants, consultants, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, stockholders, insurers, co-insurers, representatives, administrators, employee benefit plans, and assigns of said entities.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

Apex Class Action LLC
PO Box 54668, Irvine, CA 92619

A Request for Exclusion must: (a) contain the case name and number of the Action (*Emma Romero v. Charles Abbott Associates, Inc.*, Case No. CIVSB2322374); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before November 6, 2025**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Emma Romero v. Charles Abbott Associates, Inc.*, Case No. CIVSB2322374); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before November 6, 2025**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S30 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415, on December 9, 2025, at 8:30 am, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by for a fee by visiting the civil clerk’s office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://cap.sb-court.org/>, clicking “Search” at the top of the screen, clicking “CASE INFORMATION” from the drop down, and typing in the Case Number (CIVSB2322374).

You may also visit the Settlement Administrator’s website at <https://apexclassaction.com/charles> for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION
REGARDING THIS SETTLEMENT.**



IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: 1-800-355-0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL.