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

EDGAR CORRAL, individually and on behalf of
similarly situated individuals and members of the
general public,

Plaintiff,

vs.

PENN ELCOM, INC., a California corporation;
OPTIMUM EMPLOYER SOLUTIONS, LLC., a
California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2023-01363928-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: October 8, 2026
Time: 2:00 p.m.
Dept: CX105

Complaint Filed: November 17, 2023
FAC Filed: January 12, 2024
Trial Date: Not Set

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1 5. On September 6, 2024, Plaintiff and Defendants (collectively, the “Parties”)
2 participated in a formal mediation conducted by Jason Marsili (“Mediator”), a neutral and respected
3 mediator with extensive experience in complex wage and hour matters, and with the assistance of the
4 Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class
5 and representative basis. The Parties then worked diligently to negotiate and memorialize the terms
6 in a long form settlement agreement.

7 6. On July 16, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA
8 Settlement (“Original Agreement”). A true and correct copy of the Original Agreement is attached
9 hereto as **Exhibit 1**.

10 7. On August 13, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action
11 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents.

12 8. On October 16, 2025, the Court issued a tentative ruling in which it raised points of
13 inquiry with regard to the Motion for Preliminary Approval.

14 9. On January 23, 2026, the Parties executed Amendment No. 1 to Joint Stipulation of
15 Class Action and PAGA Settlement (“Amendment No. 1”). A true and correct copy of Amendment
16 No. 1 is attached hereto as **Exhibit 2**.

17 10. On January 23, 2026, Plaintiff filed supplemental papers in support of the Motion for
18 Preliminary Approval.

19 11. On February 5, 2026, the Court issued a tentative ruling in which it raised further points
20 of inquiry with regards to the Motion for Preliminary Approval.

21 12. On May 13, 2026, the Parties executed Amendment No. 2 to Joint Stipulation of Class
22 Action and PAGA Settlement (“Amendment No. 2). A true and correct copy of Amendment No. 2 is
23 attached hereto as **Exhibit 3**.

24 13. On May 14, 2026, Plaintiff filed supplemental papers in support of the Motion for
25 Preliminary Approval.

26 14. On June 17, 2026, the Court entered the Order Granting Preliminary Approval of Class
27 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the
28 terms of the Original Agreement, Amendment No. 1, and Amendment No. 2 (collectively, Settlement

Agreement” or “Settlement”), the Notice of Class Action and PAGA Settlement (“Class Notice”), and the proposed administration procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 4**.

Summary of the Terms of the Settlement Agreement

15. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for Defendant Penn Elcom, Inc. within the State of California at any time during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period from November 17, 2019 through August 11, 2024¹. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly-paid and/or non-exempt employees who worked for Defendant Penn Elcom, Inc. within the State of California at any time during the PAGA Period.” The “PAGA Period” is defined as the period from November 7, 2022 through August 11, 2024.

16. Based on the data provided by Defendants following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 32 Settlement Class Members who worked 3,905.29 weeks for Defendant Penn Elcom, Inc. as hourly-paid and/or non-exempt employees in California during the Class Period (“Workweeks”) and 23 PAGA Employees who worked 802 pay periods for Defendant Penn Elcom, Inc. as hourly-paid and/or non-exempt employees in California during the PAGA Pay Period (“PAGA Pay Periods”).

17. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty percent (30%) of the

¹ The Parties previously identified August 15, 2024 as the end date for the Class Period and PAGA Period based on Penn Elcom’s estimate of the number of Workweeks implicated by the Escalator Clause. After receiving the Class List, however, the Settlement Administrator calculated the actual Workweeks and determined that August 11, 2024 is the appropriate end date for both periods to ensure the total number of Workweeks does not exceed the Escalator Clause threshold. For the avoidance of doubt, the Class Notice used August 11, 2024 as the end date for the Class Period and PAGA Period. Accordingly, all Class Members have received notice of the correct end date for both periods.

1 Gross Settlement Amount, equaling Forty-Five Thousand Dollars and Zero Cents (\$45,000.00); (2)
2 Class Counsel's actual litigation costs and expenses, in the amount of Fifteen Thousand Dollars and
3 Zero Cents (\$15,000.00); (3) Settlement Administration Costs in the amount of Four Thousand Five
4 Hundred Dollars and Zero Cents (\$4,500.00); (4) Enhancement Payment in the amount of Five
5 Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA Amount in the amount of Ten Thousand
6 Dollars and Zero Cents (\$10,000.00). After the above Court-approved amounts are deducted from the
7 Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of
8 approximately Seventy Thousand Five Hundred Dollars and Zero Cents (\$70,500.00).

9 18. The Settlement does not require Settlement Class Members to submit claims as a
10 prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement
11 Share") nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
12 *rata* share of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment").
13 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
14 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
15 during the Class Period and multiplying the result by each Settlement Class Member's Workweeks
16 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
17 Administrator by dividing the amount of the PAGA Employees' twenty-five percent (25%) share of
18 the PAGA Amount by the total number of PAGA Pay Periods worked by all PAGA Employees during
19 the PAGA Period and multiplying the result by each PAGA Employee's PAGA Pay Periods worked
20 during the PAGA Period.

21 19. I am aware from my review of the information provided by the Settlement
22 Administrator that the estimated average gross Individual Settlement Share is \$2,203.12, the estimated
23 highest gross Individual Settlement Share is \$4,458.95, and the estimated lowest gross Individual
24 Settlement Share is \$141.89; the estimated average Individual PAGA Payment is \$108.69, the
25 estimated highest Individual PAGA Payment is \$143.39, and the estimated lowest Individual PAGA
26 Payment is \$9.35.

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20. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Penn Elcom separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

21. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

Notice to the LWDA

22. On August 13, 2025, January 23, 2026, and May 13, 2026, Class Counsel submitted copies of the Original Agreement, Amendment No. 1, and Amendment No. 2 to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). The LWDA has not objected or otherwise responded to the submissions.

The Settlement Is Fair and Reasonable

Discovery and Informed Arms-Length Negotiations

23. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

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1 24. The Parties engaged in extensive informal discovery prior to reaching a settlement.
2 Prior to mediation, Defendants produced all of the putative class members' time and pay records as
3 well as Defendants' relevant wage and hour policies, and information regarding the total number of
4 putative class members, the number of current versus former employees, the total workweeks worked
5 by the putative class members, and the average rate of pay for the putative class members.

6 25. Based on the information exchanged, the Parties extensively briefed issues regarding
7 class certification and liability and provided their analyses to the Mediator who helped the Parties
8 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and
9 prepared to litigate this matter through class certification and trial if the Parties had been unable to
10 reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable
11 and experienced counsel. Class Counsel are respected members of the California State Bar with strong
12 records of vigorous and effective advocacy and are experienced in handling complex wage and hour
13 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act
14 intelligently in negotiating the Settlement.

15 26. Although the investigation and information discovered supports Plaintiff's contentions,
16 Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on
17 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

18 27. Class Counsel is aware of Defendants' defenses and arguments and has also taken into
19 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
20 inherent in such litigation, including those involved in class and/or representative adjudication.
21 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
22 in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary
23 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
24 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

25 28. Defendants denied and continue to deny any liability and wrongdoing of any kind
26 associated with the claims alleged in the Action, and further deny that class certification is appropriate
27 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
28 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiff's claims.

1 Defendants contended that Plaintiff's claims are not suitable for class certification because individual
2 issues would predominate should this case go to trial. As with all class actions, these complex cases
3 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
4 may deny class certification.

5 29. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
6 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
7 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
8 to request and analyze thousands of pages of documents, obtain the Class Members' contact
9 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
10 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
11 against a current employer. On the other hand, Defendants would likely be able to obtain the
12 cooperation of their employees. Moreover, even if Plaintiff prevailed at class certification and trial,
13 possible appeals would substantially delay any recovery by the Class.

14 30. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
15 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
16 California, and is within the accepted range of recoveries for this type of litigation given the inherent
17 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
18 litigation.

19 ***Attorneys' Fees and Costs***

20 31. Class Counsel seeks thirty percent (30%) of the Gross Settlement Amount (i.e.,
21 \$45,000.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
22 expenses totaling Fifteen Thousand Dollars and Zero Cents (\$15,000.00). The requested fees and
23 costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation
24 on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for
25 the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is
26 more fully discussed in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement,
27 Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("Motion for
28 Final Approval") filed concurrently herewith.

1 32. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter
2 has translated into tangible monetary benefits for the Settlement Class Members, the State of
3 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of
4 California, and the PAGA Employees will obtain monetary recovery over a relatively short period of
5 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed
6 result that compares favorably with other similar class action settlements of this type, given the
7 strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or
8 costs that would have only increased significantly had the Action progressed through trial and/or
9 appeals.

10 33. In the present case, Class Counsel has borne all of the risks and costs of litigation and
11 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
12 workload during this litigation when considering taking on additional work that was available, and
13 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
14 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
15 favorable result for the Class, the State of California, and the PAGA Employees. Considering the
16 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
17 similar matters, Plaintiff maintains that the requested attorneys' fees of thirty percent (30%) of the
18 Gross Settlement Amount (i.e., \$45,000.00) are reasonable and should be awarded.

19 34. Blackstone was started in February 2018, representing plaintiffs in individual and
20 representative employment litigation. The firm has grown exponentially over the past eight-plus years,
21 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and
22 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
23 on other complex general litigation matters. Blackstone has been counsel of record on several class
24 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
25 **Exhibit 5**. The attorneys who worked on this case are all experienced in litigating wage and hour
26 matters as follows:

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1 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
2 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
3 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
4 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
5 associate and remained employed there from September 2008 through August 2015. During his
6 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
7 employment, corporate, entertainment, and general business litigation matters, though his primary area
8 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
9 those cases, he was the only or primary attorney managing the case and thus obtained extensive
10 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
11 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
12 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
13 motions and pleadings, including dispositive and certification motions; strategized on all cases;
14 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
15 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
16 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
17 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
18 the cases he managed were highly publicized, with articles written about them in the Los Angeles
19 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
20 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
21 which is well within the prevailing rate for attorneys with his experience in this area of practice in
22 Southern California.

23 b. Karen I. Gold graduated cum laude from UCLA in 2005 with a Bachelor of Science
24 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
25 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
26 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
27 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
28 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,

1 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
2 to Blackstone Law, APC as a Senior Trial Attorney and Team Lead. Karen I. Gold has managed over
3 one hundred complex litigation cases, ranging from employment matters to corporate and general
4 business litigation matters. On many of those cases, she was the only or primary attorney managing
5 in the case and thus obtained extensive experience overseeing these types of actions. In that capacity,
6 she was the primary contact for clients; took and defended many depositions; propounded and
7 responded to discovery; prepared and opposed motions and pleadings, including dispositive and
8 certification motions; strategized on all cases; attended hearings; attended mediations; coordinated
9 with class action administrators; prepared and worked with experts; participated in trial prep and trials;
10 and engaged in all other intricate facets of litigation. Super Lawyers honored her as a Southern
11 California Rising Star from 2015 through 2018. As a Senior Trial Attorney and Team Lead, she
12 oversees and handles over 100 wage-and-hour putative class actions and/or representative actions
13 under PAGA seeking relief on behalf of California employees. She has considerable experience in
14 handling class and representative action lawsuits throughout her career and has been approved as
15 counsel in a number of cases. Her billable rate is \$985, which is well within the prevailing rate for
16 attorneys with her experience in this area of practice in Southern California.

17 Noam Y. Reiffman joined Blackstone with extensive litigation experience and currently specializes in
18 employment class action and representative claims. Prior to working at Blackstone, he represented
19 clients across a wide range of fields including complex litigation and white-collar criminal defense in
20 both state and federal courts. He spent time as a law clerk for the Honorable Katherine Mader, Judge
21 of the Los Angeles County Superior Court, as well as at the Los Angeles County District Attorney's
22 Office. He earned his Juris Doctorate from Southwestern Law School in 2014, where he graduated
23 summa cum laude and was a member of the Southwestern Law Review, Dean's Fellow, and Dean's
24 List honoree. He has been selected repeatedly as Super Lawyers Southern California Rising Star since
25 2019. His billable rate of \$750 is reasonable based on his education and experience and is in line with
26 the market rate.

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1 c. Ashley H. Cruz is a former attorney at Blackstone. She received her Bachelor of Arts
2 degree from the University of California, Los Angeles in 2011, where she majored in International
3 Development Studies and minored in Political Science and French. In 2014, she graduated from the
4 Loyola University Chicago School of Law with honors. She was admitted to the State Bar of
5 California in December of 2015. Her hourly rate of \$750 is reasonable based on her education and
6 experience and is in line with the market rate at the time she worked in this case.

7 d. Marissa A. Mayhood is a Senior Attorney at Blackstone. She graduated from
8 Pepperdine University School of Law with a juris doctorate and a certificate in dispute resolution from
9 Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin &
10 Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While
11 working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, Utne v.
12 Home Depot U.S.A., Inc., United States District Court for the Northern District of California, Case
13 No. 3:16-cv-01854-RS, and was approved as class counsel. Her hourly rate of \$750 is reasonable
14 based on her education and experience and is in line with the market rate.

15 e. Sara Pezeshkpur is a 2008 graduate of UCLA School of Law and is part of the team at
16 Blackstone that litigated this matter. She was admitted to practice law in California that same year.
17 Since passing the California bar, Ms. Pezeshkpur has exclusively represented plaintiffs in civil rights
18 litigation, including wage-and-hour disputes, as well as harassment, discrimination, and retaliation.
19 Her billable rate of \$850 is reasonable based on her education and experience and is in line with the
20 market rate.

21 f. I joined Blackstone from a highly reputable employment law firm. I graduated from
22 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
23 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
24 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
25 licensed in all federal district courts of California. I manage the post-settlement department at
26 Blackstone. In that capacity, I oversee and handle over 100 wage-and-hour putative class actions
27 and/or representative actions under PAGA that are in settlement. My hourly rate of \$750 is reasonable
28 based on my education and experience and is in line with the market rate.

1 g. Jasmine Y. Kianfard joined Blackstone from the Walt Disney Company. She received
2 her Bachelor of Arts degree from California State University, Fullerton in 2015, her Master of
3 Journalism from University of Southern California, Los Angeles in 2016, and Juris Doctor degree
4 from Chapman University Dale E. Fowler School of Law in 2021. She was admitted to the State Bar
5 of California in 2023. She has worked on many wage and hour class action and PAGA representative
6 matters, and her work has included, *inter alia*, conducting legal research, negotiating settlement terms,
7 drafting pleadings, stipulations, memorandums of understanding, settlement agreements, and motion
8 papers, and making court appearances. Her hourly rate of \$550 is reasonable based on her education
9 and experience and is in line with the market rate.

10 35. Class Counsel has spent approximately 133 total hours litigating this matter. To date,
11 our total fees incurred amount to \$121,208. Each attorney who worked on this matter engaged in a
12 multitude of tasks, including communicating with the client and defense counsel; investigating the
13 facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint
14 statements; reviewing documents; preparing for and attending mediation; and facilitating the
15 settlement by drafting the settlement documents and motion papers for obtaining settlement approval.
16 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant
17 community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter,
18 few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation,
19 and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the
20 percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par
21 with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no
22 customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the
23 nature of class action work should be strongly considered by the Court. Wage and hour work presents
24 a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind
25 of class action work requires specialized learning and the willingness to take large risks. A summary
26 of Class Counsel's lodestar for each attorney who worked on this case is as follows:

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<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	21.80	\$1,295	\$28,231
Karen I. Gold	Senior Trial Attorney and Team Lead	54.20	\$985	\$53,387
Noam Y. Reiffman	Senior Associate	3.80	\$750	\$2,850
Ashley H. Cruz	Senior Associate	9	\$750	\$6,750
Marissa A. Mayhood	Senior Associate	2.30	\$750	\$1,725
Sara Pezeshkpour	Law and Motion Associate	1	\$850	\$850
Alexandra Rose	Senior Associate	24.60	\$750	\$18,450
Jasmine Y. Kianfard	Associate	16.30	\$550	\$8,965

36. We expect to spend an additional 10 hours (\$5,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$126,708.

37. Attached hereto as **Exhibit 6** is a chart that sets forth in detail the nature of the legal services provided by the attorneys at Blackstone, which includes the date of the work performed, the description of the task performed, the specific attorney, and time spent. Blackstone also had litigation support personnel actively engaged in assisting with the prosecution of this matter.

38. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Class Counsel seeks reimbursement of a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 7**. This amount was reasonable and necessary in the prosecution of this matter.

39. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

1 ***Enhancement Payment***

2 40. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement
3 Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff. The
4 requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on
5 this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement
6 awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards
7 are higher. The Declaration of Plaintiff Edgar Corral submitted herewith details his work and efforts
8 in bringing and litigating this matter through resolution and supports the requested Enhancement
9 Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to
10 the Class Members.

11 ***Settlement Administration Costs***

12 41. The Court approved Settlement Administration Costs not to exceed Four Thousand
13 Five Hundred Dollars and Zero Cents (\$4,500.00). Apex Class Action LLC, the approved Settlement
14 Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement
15 is indeed Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00).

16 ***Allocation to the LWDA***

17 42. As part of the Settlement, Defendants have agreed to pay Ten Thousand Dollars and
18 Zero Cents (\$10,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of
19 which the payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (75% of the
20 PAGA Amount) will be paid to the LWDA for education and enforcement purposes.

21 43. It is extremely common in approved wage and hour class action cases that settle that
22 only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments
23 to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
24 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
25 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
26 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
27 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
28 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012

1 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
2 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
3 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
4 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
5 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
6 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
7 in these approved settlements, the parties generally maximized statutory penalties and minimized
8 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
9 California Labor Code violations.

10 ***Notice to the Class***

11 44. The Class Notice approved by the Court met the requirements for proper notice of
12 settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement
13 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed
14 to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the
15 Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice
16 described the proposed Settlement with enough specificity to allow each Class Member to make an
17 informed choice whether to accept and participate in it. It also explained how and when Class
18 Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date
19 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain
20 additional information about the Settlement.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct. Executed on September 15, 2026, at Jersey City, New Jersey.

23 

24 Alexandra Rose
25
26
27
28

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff EDGAR CORRAL
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and
5 on behalf of the State of California with respect to aggrieved employees, and Defendants PENN
6 ELCOM, INC. and OPTIMUM EMPLOYER SOLUTIONS, LLC (together, “Defendants”)
7 (collectively, Plaintiff and Defendants are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
10 and Defendants, subject to the terms and conditions hereof and the approval of the Court.

11 **BACKGROUND AND RECITALS**

12 1. On November 7, 2023, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendants (“PAGA Letter”). On November 17, 2023, Plaintiff
16 initiated a class action against Defendants with the filing of a Class Action Complaint for Damages in
17 the action entitled *Edgar Corral v. Penn Elcom, Inc., et al.*, Orange County Superior Court Case No.
18 30-2023-01363928-CU-OE-CXC (“Action”). On January 12, 2024, Plaintiff filed a First Amended
19 Class and Representative Action Complaint (“Operative Complaint”) in the Action, which added a
20 cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code
21 Section 2698 *et seq.* (“PAGA”). The Operative Complaint alleges ten (10) causes of action for
22 violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime
23 wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to
24 provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages
25 during employment, failure to provide compliant wage statements, failure to timely pay wages upon
26 termination, and failure to reimburse necessary business expenses, for violations of California
27 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
28 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor

1 Code violations.

2 2. Defendants deny all materials allegations set forth in the Action and have asserted
3 numerous affirmative defenses. Nonetheless, in the interest of avoiding further litigation, Defendants
4 desire to fully and finally settle the Action, Released Class Claims (as defined herein), and Released
5 PAGA Claims (as defined herein).

6 3. Class Counsel diligently investigated the class and PAGA claims against Defendants,
7 including any and all applicable defenses and the applicable law. The investigation included, *inter*
8 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
9 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
10 merits of the claims and contentions of the Parties.

11 4. On September 6, 2024, the Parties participated in mediation with Jason Marsili (the
12 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
13 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
14 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
15 and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks
16 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
17 Counsel believes that the settlement with Defendants for the consideration and on the terms set forth
18 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
19 Members (as defined herein), State of California, and PAGA Employees (as defined herein) in light
20 of all known facts and circumstances, including the risk of significant delay and uncertainty associated
21 with litigation and various defenses asserted by Defendants.

22 5. The Parties expressly acknowledge that this Settlement Agreement is entered into
23 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
24 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
25 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
26 positions.

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DEFINITIONS

6. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 9.

b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant Penn Elcom, Inc. within the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, Sara Pezeshkpour, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant Penn Elcom, Inc. will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant Penn Elcom, Inc. during the Class Period; and (8) such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Workweeks.

e. “Class Notice” means the Notice of Class Action and PAGA Settlement, substantially in the form attached hereto as “**Exhibit A.**”

f. “Class Period” means the period from November 17, 2019 to October 11, 2024, subject to Paragraph 13.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Orange.

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i. “Defendants’ Counsel” means Mimi Ahn and Avi M. Attal of Kahana & Feld LLP.

j. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’ Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Notice Packets has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court entered a Final Approval Order and Judgment; (6) Plaintiff has executed a release of any and all individual claims against Defendants without revocation; and (7) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further remedies or relief.

k. “Employer Taxes” means the employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant Penn Elcom, Inc. in addition to the Gross Settlement Amount.

l. “Exclusion Form” means the Request for Exclusion Form, substantially in the form attached hereto as “**Exhibit B**”.

m. “Enhancement Payment” means the amount to be paid to Plaintiff, in recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA Employees, as set forth in Paragraph 10.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

1 o. “Final Approval Hearing” means the hearing at which the Court will consider
2 and determine whether the Settlement should be granted Final Approval.

3 p. “Final Approval Order and Judgment” means the order granting final approval
4 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
5 Parties, and subject to approval by the Court.

6 q. “Gross Settlement Amount” means the amount of One Hundred and Fifty
7 Thousand Dollars and Zero Cents (\$150,000.00) to be paid by Defendant Penn Elcom, Inc. in full
8 satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all
9 Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs,
10 and Net Settlement Amount to be paid to the Settlement Class Members. Defendant Penn Elcom, Inc.
11 shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross
12 Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to
13 Defendants. The Gross Settlement Amount is subject to increase, as provided in Paragraph 13.

14 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
15 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
16 calculated in accordance with Paragraph 15.

17 s. “Individual Settlement Payment” means the net payment of each Settlement
18 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
19 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
20 Paragraph 16.

21 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
22 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
23 in accordance with Paragraph 14.

24 u. “LWDA Payment” means the allocation amount of Seven Thousand Five
25 Hundred Dollars and Zero Cents (\$7,500.00), i.e., 75% of the PAGA Amount, from the Gross
26 Settlement Amount for the PAGA Settlement that the Parties have agreed to pay to the LWDA under
27 the PAGA Settlement, as set forth in Paragraph 11.

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v. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

w. “Notice of Objection” means an Objection Form or a written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s 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, postmarked on or before the Response Deadline.

x. “Notice Packet” means the Class Notice, Exclusion Form, and Objection Form, substantially in the forms attached as “**Exhibit A**,” “**Exhibit B**”, and “**Exhibit C**”.

y. “Objection Form” means the Notice of Objection Form, substantially in the form attached as “**Exhibit C**”.

z. “PAGA Amount” means the allocation of Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$7,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$2,500.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

aa. “PAGA Employee(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant Penn Elcom, Inc. within the State of California at any time during the PAGA Period.

bb. “PAGA Employee Amount” means the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their PAGA Workweeks.

cc. “PAGA Period” means the period from November 7, 2022 through October 11, 2024, subject to Paragraph 13.

1 dd. “PAGA Settlement” means the settlement and resolution of all Released PAGA
2 Claims.

3 ee. “PAGA Workweeks” means the number of weeks each PAGA Employee
4 worked for Defendant Penn Elcom, Inc. as an hourly-paid and/or non-exempt employee in California
5 during the PAGA Period. PAGA Workweeks will be calculated by the Settlement Administrator by
6 adding the total number of PAGA Workweeks worked by PAGA Employees from November 7, 2022
7 to October 11, 2024.

8 ff. “Preliminary Approval” means the date on which the Court enters the
9 Preliminary Approval Order.

10 gg. “Preliminary Approval Order” means the order granting preliminary approval
11 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
12 the Court.

13 hh. “Released Class Claims” means any and all claims, debts, liabilities, demands,
14 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
15 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
16 arising during the Class Period, under any federal, state, or local law, and shall specifically include
17 claims for Defendants’ alleged failure to pay minimum wages, alleged failure to pay overtime wages,
18 alleged failure to provide compliant meal periods and premium payments in lieu thereof, alleged
19 failure to provide compliant rest periods and premium payments in lieu thereof, alleged failure to
20 timely pay wages during employment, failure to provide compliant wage statements, alleged failure
21 to timely pay wages upon termination, and alleged failure to reimburse necessary business expenses
22 in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a),
23 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
24 including *inter alia*, Wage Order 1-2001, and all claims for attorneys’ fees and costs and statutory
25 interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*,
26 and any other claims, including claims for statutory penalties, pertaining to the Class Members.

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1 ii. “Released PAGA Claims” means any and all claims arising from any of the
2 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
3 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
4 claims for attorneys’ fees and costs related thereto, for Defendants’ alleged failure to pay minimum
5 wages, failure to pay overtime wages, failure to provide compliant meal periods and premium
6 payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu
7 thereof, failure to timely pay wages during employment, failure to provide compliant wage statements,
8 failure to timely pay wages upon termination, and failure to reimburse necessary business expenses in
9 violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194,
10 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter*
11 *alia*, Wage Order 1-2001.

12 jj. “Released Parties” means Defendants and their past, current, and/or future,
13 direct and/or indirect, officers, directors, members, managers, employees, partners, investors,
14 administrators, parent companies, shareholders, subsidiaries, predecessors, successors, and assigns.

15 kk. “Request for Exclusion” means an Exclusion Form or letter submitted by a
16 Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain
17 the case name and number of the Action; (b) contain the Class Member’s full name, signature, address,
18 telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly
19 state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned
20 by mail to the Settlement Administrator at the specified address, postmarked on or before the Response
21 Deadline.

22 ll. “Response Deadline” means the deadline by which Class Members must submit
23 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
24 is sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement
25 Administrator to Class Members, unless the 60th day falls on a Sunday or Federal holiday, in which
26 case the Response Deadline will be extended to the next day on which the United States Postal service
27 is open. The Response Deadline may also be extended by express agreement between Class Counsel
28 and Defendants’ Counsel. Under no circumstances, however, will the Settlement Administrator have

1 the authority to extend the Response Deadline. In the event that a Notice Packet is re-mailed to a Class
2 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
3 from the original Response Deadline.

4 mm. “Settlement Administrator” means Apex Class Action LLC, or any other third-
5 party class action settlement administrator agreed to by the Parties and approved by the Court for
6 purposes of administering the Settlement. The Parties and their counsel each represent that they do
7 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
8 the Settlement Administrator that could create a conflict of interest.

9 nn. “Settlement Administration Costs” means the costs payable from the Gross
10 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
11 Paragraph 12.

12 oo. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
13 who do not submit a timely and valid Request for Exclusion.

14 pp. “Workweeks” means the number of weeks each Class Member worked for
15 Defendant Penn Elcom, Inc. as an hourly-paid and/or non-exempt employee in California during the
16 Class Period. Workweeks will be calculated by the Settlement Administrator by adding the total
17 number of Workweeks worked by Class Members between November 7, 2019 to October 11, 2024.

18 qq. “Workweeks Dispute” means a letter submitted by a Class Member disputing
19 the number of Workweeks and/or PAGA Workweeks to which they have been credited, which must:
20 (a) contain the case name and number of the Action; (b) contain the Class Member’s full name,
21 signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security
22 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA
23 Workweeks credited to the Class Member and what the Class Member contends is the correct number;
24 and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or
25 before the Response Deadline.

26 **STIPULATION OF CLASS CERTIFICATION**

27 7. For the purposes of this Settlement only, the Parties stipulate to the certification of the
28 Class. This stipulation is contingent upon the preliminary and final approval and certification of the

1 Class for purposes of settlement. Should the Settlement not become final, for whatever reason, the fact
2 that the Parties were willing to stipulate provisionally to class certification as part of the Settlement
3 shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class
4 should be certified in a non-settlement context in the Action. Defendants expressly reserve the right
5 to oppose class certification and/or proactively move to deny certification should this Settlement be
6 modified or reversed on appeal or otherwise not become final.

7 8. The Parties agree that certification for the purpose of settlement is not an admission
8 that certification is proper under Section 382 of the California Code of Civil Procedure and is for
9 settlement purposes only. Nothing in this Agreement will be construed as an admission or
10 acknowledgment of any kind that any class should be certified or given collective treatment in the
11 Action or in any other action or proceeding. Further neither this Agreement nor the Court's actions
12 regarding this Agreement will be admissible in any court or other tribunal regarding the propriety of
13 class certification or collective treatment. Should, for whatever reason, the Court not grant Final
14 Approval, the Parties will not be deemed to have waived, limited, or affected in any way any claims,
15 rights, remedies, objections, or defenses in this Action.

16 **TERMS OF THE AGREEMENT**

17 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
18 forth herein, the Parties agree, subject to the Court's approval, as follows:

19 9. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application
20 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
21 Gross Settlement Amount (i.e., \$52,500.00 if the Gross Settlement Amount is \$150,000.00) and
22 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
23 of the Action, in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), both
24 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work
25 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
26 Action, including without limitation all work performed and costs incurred to date, and all work to be
27 performed and all costs to be incurred in connection with obtaining the Court's approval of this
28 Settlement Agreement, including any objections raised and any appeals necessitated by those

1 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
2 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
3 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
4 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
5 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

6 10. Enhancement Payment. Defendants agree not to oppose or impede any application or
7 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred
8 Dollars and Zero Cents (\$7,500.00) for his participation and assistance with the Action. The
9 Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court
10 approval, will be in addition to his Individual Settlement Payment as a Settlement Class Member and
11 Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for
12 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
13 received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement
14 Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to
15 Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class
16 Members. The award of an enhancement payment to Plaintiff is not a material term of this Agreement
17 and does not give rise to a basis to abrogate this Agreement.

18 11. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
19 Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement
20 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
21 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$7,500.00, will be
22 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$2,500.00, will be
23 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
24 total number of PAGA Workweeks worked by each PAGA Employee during the PAGA Period (i.e.,
25 the Individual PAGA Payments).

26 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
28 which is currently not to exceed Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00).

1 These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will
2 include, *inter alia*, translating the Notice Packet to Spanish, printing, distributing, and tracking Notice
3 Packets and other documents for the Settlement, calculating and distributing payments due under the
4 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,
5 and remittances, providing necessary reports and declarations, and other duties and responsibilities set
6 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
7 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
8 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
9 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not
10 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
11 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
12 Settlement Class Members.

13 13. Escalator Clause. Defendant Penn Elcom, Inc. has represented that the Class Members
14 worked a total of 3,551 Workweeks during the Class Period. If it is determined by the Settlement
15 Administrator that the total number of Workweeks worked by the Class Members during the Class
16 Period actually exceeds 3,906 (110% of 3,551), then the Gross Settlement Amount will be increased
17 by the same number of percentage points (above 10%) over which the actual number of Workweeks
18 exceeds 3,906. For example, if the actual number of Workweeks is determined to be 2% higher than
19 3,906, the Gross Settlement Amount would be increased by \$3,000.00. At its option, Defendant Penn
20 Elcom, Inc. can avoid increasing the Gross Settlement Amount by electing to end the Class Period and
21 PAGA Period on the date by which the number of Workweeks reaches 3,906.

22 14. Individual Settlement Share Calculations. Individual Settlement Shares will be
23 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
24 Workweeks, as follows:

25 a. After Preliminary Approval, the Settlement Administrator will divide the Net
26 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
27 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
28 to yield each Class Member's estimated Individual Settlement Share that each Class Member may be

entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual Settlement Share.

15. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of PAGA Workweeks, as follows: The Settlement Administrator will divide 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 multiply each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

16. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages, and eighty percent (80%) penalties and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

17. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll

1 taxes and other legally required withholdings to the appropriate government authorities.

2 18. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
3 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
4 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
5 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
6 by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
7 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
8 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
9 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
10 Members, and PAGA Employees should consult with their tax advisors concerning the tax
11 consequences of any payment they receive under the Settlement.

12 19. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
13 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
14 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
15 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
16 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
17 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
18 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
19 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
20 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
21 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
22 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
23 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
24 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
25 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
26 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
27 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
28 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO

1 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
2 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX
3 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
4 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
5 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
6 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

7 20. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
8 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
9 are issued to the payee. It is expressly understood and agreed that payments made under this
10 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
11 to additional compensation or benefits under any new or additional compensation or benefits, or any
12 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
13 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
14 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
15 any contrary language or agreement in any benefit or compensation plan document that might have
16 been in effect during the Class Period).

17 21. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
18 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for
19 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will
20 be responsible for drafting, including the Notice Packet, and submit this Settlement Agreement to the
21 Court in support of said motion. Class Counsel will use best efforts to provide Defendants' Counsel
22 a draft of the preliminary approval motion and Notice Packet at least five (5) calendar days before
23 filing it with the Court. Class Counsel may file the motion and Notice Packet upon receipt of formal
24 approval by Defendants' Counsel. To the extent that any issues/changes are raised by Defendants to
25 the proposed motion and/or Notice Packet, the Parties shall make all efforts to resolve those issues in
26 good faith. Any further disagreement regarding the form of the drafts shall be submitted to the
27 Mediator for determination, whose determination shall be binding. As long as this procedure is
28 followed, Defendants agree not to oppose the motion for preliminary approval of the Settlement that

1 is consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry
2 of the Preliminary Approval Order seeking the following:

- 3 a. Conditionally certifying the Class for settlement purposes only;
- 4 b. Granting Preliminary Approval of the Settlement;
- 5 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 6 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 7 e. Approving as to form and content, the mutually-agreed upon and proposed
8 Notice Packet and directing its mailing by First Class U.S. Mail;
- 9 f. Approving the manner and method for Class Members to request exclusion
10 from or object to the Class Settlement as contained herein and within the Class Notice;
- 11 g. Scheduling a Final Approval Hearing at which the Court will determine whether
12 Final Approval of the Settlement should be granted.

13 22. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
14 Class Counsel shall notify the LWDA of the Settlement prior to or upon filing the motion for
15 preliminary approval of the Settlement.

16 23. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
17 Defendant Penn Elcom, Inc. will provide the Class List to the Settlement Administrator. To protect
18 the Class Member's rights to privacy, the Settlement Administrator must maintain the Class List in
19 confidence, use the Class List only for purposes of this Settlement and for no other purpose, and restrict
20 access to the Class List to only those employees who need access to the Class List to effect and perform
21 under this Agreement.

22 24. Notice by First-Class U.S. Mail.

23 a. Within seven (7) calendar days after receiving the Class List from Defendant
24 Penn Elcom, Inc., the Settlement Administrator will perform a search based on the National Change
25 of Address Database or any other similar services available, such as provided by Experian, for
26 information to update and correct for any known or identifiable address changes, and will mail a Notice
27 Packet in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all
28 Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified

1 by the Settlement Administrator.

2 b. Any Notice Packet returned to the Settlement Administrator as undeliverable
3 on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
4 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
5 the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly
6 attempt to determine the correct address using a skip-trace or other search, using the name, address,
7 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
8 calendar days.

9 c. Compliance with the procedures described herein above shall constitute due and
10 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
11 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to
12 provide notice of the Settlement.

13 25. Disputes Regarding Workweeks and/or PAGA Workweeks. Class Members will have
14 an opportunity to dispute the number of Workweeks and/or PAGA Workweeks to which they have
15 been credited, as reflected in their respective Class Notices, by submitting a timely and valid
16 Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response
17 Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to
18 determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the
19 accuracy of Defendants' records and data as they pertain to the number of Workweeks and/or PAGA
20 Workweeks to be credited to a disputing Class Member, Defendants' records will be presumed to be
21 correct and determinative of the dispute. However, if a Class Member produces information and/or
22 documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the
23 Class Member and the Settlement Administrator will resolve and determine the number of eligible
24 Workweeks and/or PAGA Workweeks that the disputing Class Member should be credited with under
25 the Settlement. The Parties will file with the Court all Workweeks Disputes submitted by Class
26 Members, the evidence submitted, and the resolution of the disputes. Although the Settlement
27 Administrator may make the initial decision regarding any Workweeks Disputes, the Court may
28 review any decision made by the Settlement Administrator regarding any Workweeks Disputes.

1 26. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
2 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
3 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
4 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
5 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
6 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
7 submitted, and also identify the individuals who have submitted a timely and valid Request for
8 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
9 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
10 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
11 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
12 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
13 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
14 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
15 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
16 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
17 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
18 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
19 submit a Request for Exclusion.

20 27. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
21 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
22 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
23 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
24 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
25 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
26 and complete and which were not), and also attach them to a declaration that is to be filed with the
27 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
28 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or

1 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
2 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
3 whether they have submitted a Notice of Objection.

4 28. Reports by the Settlement Administrator. The Settlement Administrator shall provide
5 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
6 Notice Packets; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
7 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
8 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
9 Administrator will provide to counsel for the Parties any updated reports regarding the administration
10 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
11 receives a request from an individual or any other entity regarding inclusion in the Class and/or
12 Settlement or regarding a Workweeks Dispute.

13 29. Defendants' Right to Rescind. If more than seven point five percent (7.5%) of the
14 Class Members submit timely and valid Requests for Exclusion, Defendant Penn Elcom, Inc. may
15 elect to rescind the Settlement Agreement. Defendant Penn Elcom, Inc. must exercise this right of
16 rescission in writing that is provided to Class Counsel within fourteen (14) calendar days of the
17 Settlement Administrator notifying the Parties of the number of Class Members who have submitted
18 timely and valid Requests for Exclusion following the Response Deadline. If Defendant Penn Elcom,
19 Inc. exercises this option, Defendant Penn Elcom, Inc. shall pay any costs of settlement administration
20 owed to the Settlement Administrator incurred up to that date.

21 30. Certification of Completion. Upon completion of administration of the Settlement, the
22 Settlement Administrator will provide a written declaration under oath to certify such completion to
23 the Court and counsel for all Parties.

24 31. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
25 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
26 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
27 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
28 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final

1 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
2 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
3 Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion
4 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
5 Approval Order and Judgment, which will provide for, in substantial part, the following:

6 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
7 consummation of its terms and provisions;

8 b. Certification of the Settlement Class;

9 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

10 d. Approval of the application for Enhancement Payment to Plaintiff;

11 e. Directing Defendant Penn Elcom, Inc. to fund all amounts due under the
12 Settlement Agreement and ordered by the Court; and

13 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
14 conformity with California Rules of Court 3.769 and the Settlement Agreement.

15 32. Funding of the Gross Settlement Amount. No later than five (5) business days after
16 the Effective Date, Defendant Penn Elcom, Inc. will deposit the Gross Settlement Amount into a
17 Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et*
18 *seq.*, to be established by the Settlement Administrator. Defendant Penn Elcom, Inc. shall provide all
19 information necessary for the Settlement Administrator to calculate necessary payroll taxes including
20 its official name, 8-digit state unemployment insurance tax ID number, and other information
21 requested by the Settlement Administrator, no later than five (5) business days after the Effective Date.

22 33. Distribution of the Gross Settlement Amount. Within five (5) business days of the
23 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
24 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
25 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
26 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
27 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
28 timely forward these to the appropriate government authorities.

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3 34. Settlement Checks. The Settlement Administrator will be responsible for undertaking
4 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
5 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
6 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
7 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
8 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
9 Members and PAGA Employees are not required to submit a claim to be issued an Individual
10 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
11 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
12 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
13 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
14 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
15 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil
16 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
17 Members, whether or not they cash their settlement checks. Therefore, Defendants will not be
18 required to pay any interest on such amounts. The Settlement Administrator shall undertake amended
19 and/or supplemental tax filings and reporting required under applicable local, state, and federal tax
20 laws that are necessitated due to the cancelation of any Individual Settlement Payment and/or
21 Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment
22 checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees
23 whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA
24 Settlement.

25 35. Class Settlement Release. Upon the Effective Date and full funding of the Gross
26 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
27 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
28 Released Class Claims.

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2 36. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
3 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all
4 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
5 relinquished, and discharged the Released Parties of all Released PAGA Claims.

6 37. Final Approval Order and Judgment. The Parties shall provide the Settlement
7 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
8 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
9 one hundred and eighty (180) calendar days. No individualized notice of the Final Approval Order
10 and Judgment to the Class will be required.

11 38. Continued Jurisdiction. The Court has jurisdiction over the Parties and the subject
12 matter of the Action. The Action includes claims that, while Defendants deny in their entirety, would,
13 if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has
14 granted final approval of the Settlement and after the Court has ordered entry of the judgment pursuant
15 to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California
16 Rules of Court and Section 664.6 of the California Code of Civil Procedure, for the sole purposes of
17 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement
18 administration matters, and (c) such post-judgment matters as may be appropriate under court rules or
19 as set forth in this Settlement Agreement.

20 39. Effects of Termination or Rescission of Settlement. Termination or rescission of the
21 Settlement Agreement shall have the following effects:

22 a. The Settlement Agreement shall be void and shall have no force or effect, and
23 no Party shall be bound by any of its terms;

24 b. In the event the Settlement Agreement is terminated, Defendants shall have no
25 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
26 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
27 Administrator is notified that the Settlement has been terminated;

28 c. The Preliminary Approval Order, Final Approval Order and Judgment,

1 including any order certifying the Class, shall be vacated;

2 d. The Settlement Agreement and all negotiations, statements, and proceedings
3 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
4 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

5 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
6 statements, or filings in furtherance of the Settlement (including all matters associated with the
7 mediation) shall be admissible or offered into evidence in the Action or any other action for any
8 purpose whatsoever; and

9 f. Any documents generated to bring the Settlement into effect, will be null and
10 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
11 likewise be treated as void from the beginning.

12 40. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
13 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
14 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
15 of action or right herein released and discharged.

16 41. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
17 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
18 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

19 42. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
20 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
21 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
22 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
23 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
24 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
25 which provide that a written agreement is to be construed according to its terms and may not be varied
26 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
27 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

28 43. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
the Action (including with respect to California Code of Civil Procedure § 583.310), except such

proceedings necessary to implement and complete this Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

44. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

45. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

46. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member or PAGA Employee execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and PAGA Employee.

47. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

48. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

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

6 50. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
7 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
8 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
9 account all relevant factors, present and potential. The Parties further acknowledge that they are each
10 represented by competent counsel and that they have had an opportunity to consult with their counsel
11 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
12 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
13 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
14 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

15 51. Invalidity of Any Provision. Before declaring any provision of this Settlement
16 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
17 possible consistent with applicable precedents so as to define all provisions of this Settlement
18 Agreement valid and enforceable. In the event that any one or more of the provisions contained in this
19 Agreement shall for any reason be held invalid, illegal, or unenforceable in any response, such
20 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants'
21 Counsel and Class Counsel, on behalf of the Parties, the Class, State of California, and PAGA
22 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
23 had never been included in this Agreement.

24 52. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
25 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
26 to implement the Settlement.

27 53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
28 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of

1 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
2 specifically deny, they have violated any federal, state, or local law; violated any regulations or
3 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
4 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
5 or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this
6 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
7 it, shall be construed as an admission or concession by Defendants of any such violations or failures
8 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
9 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
10 received as evidence in any action or proceeding to establish any liability or admission on the part of
11 Defendants or to establish the existence of any condition constituting a violation of, or a non-
12 compliance with, federal, state, local or other applicable law.

13 54. Captions. The captions and paragraph numbers in this Settlement Agreement are
14 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
15 intent of the provisions of this Settlement Agreement.

16 55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
17 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
18 construed more strictly against one Party than another merely by virtue of the fact that it may have
19 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
20 negotiations between the Parties, all Parties have contributed equally to the preparation of this
21 Settlement Agreement.

22 56. Representation By Counsel. The Parties acknowledge that they have been represented
23 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
24 that this Settlement Agreement has been executed with the consent and advice of counsel, and
25 reviewed in full.

26 57. All Terms Subject to Final Court Approval. All amounts and procedures described in
27 this Settlement Agreement herein will be subject to final Court approval and entry of judgment. The
28 Parties agree to take all steps as may be reasonably necessary to secure both preliminary approval and

1 final approval of the Settlement, to the extent not inconsistent with the terms of this Agreement and
2 will not take any action adverse to each other in obtaining approval by the Court, and, if necessary,
3 appellate approval, of the Settlement in all respects. The Parties expressly agree that they will not file
4 any objection to the terms of the Settlement or assist or encourage any person or entity to file such an
5 objection. In the event it becomes impossible to secure approval of the Settlement, the Parties shall be
6 restored to their respective positions in the Action, as of the date on which the Settlement was reached.
7 The Parties will work together in good faith in an effort to reach a settlement that will be granted
8 approval by the Court, which may include attending mediation again.

9 58. Notices. All notices, demands, and other communications to be provided concerning
10 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
11 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
12 as follows:

13 To Plaintiff and Class Counsel:

14 Karen I. Gold

15 kgold@blackstonepc.com

16 Noam Reiffman

17 nreiffman@blackstonepc.com

18 Marissa A. Mayhood

19 mmayhood@blackstonepc.com

20 Sara Pezeshkpour

21 spezeshkpour@blackstonepc.com

22 Alexandra Rose

23 arose@blackstonepc.com

24 **BLACKSTONE LAW, APC**

25 8383 Wilshire Boulevard, Suite 745

26 Beverly Hills, California 90211

27 Tel: (310) 622-4278 / Fax: (855) 786-6356

28 To Defendants:

Mimi Ahn

mahn@kahanafeld.com

Avi M. Attal

aattal@kahanafeld.com

Benjamin Smith

bsmith@kahanafeld.com

KAHANA & FELD LLP

2603 Main Street, Suite 900

Irvine, California 92614

Tel: (949) 812-4781 / Fax: (949) 652-3159

1 59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
2 cooperate with each other in good faith and use their best efforts to implement the Settlement,
3 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
4 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
5 content of any document needed to implement the Settlement Agreement, or on any supplemental
6 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
7 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

8 60. Binding Agreement. The Parties warrant that they understand and have full authority
9 to enter into this Settlement, and further intend that this Settlement Agreement will be fully
10 enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible
11 and subject to disclosure in any proceeding to enforce its terms.

12 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
13 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

14 **IT IS SO AGREED.**

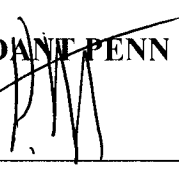
15 **PLAINTIFF EDGAR CORRAL**

16 Dated: 07/14/2025

17 
Edgar Corral

18 **DEFENDANT PENN ELCOM, INC.**

19
20 Dated: JUN 20, 2025

21 
Full Name: Phil Stratford

22 Title: CEO
23 On behalf of Penn Elcom, Inc.

24 **DEFENDANT OPTIMUM EMPLOYER
SOLUTIONS, LLC**

25 Dated: _____

26 Full Name: _____

27 Title: _____
28 On behalf of Optimum Employer Solutions,
LLC

1 ///

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3 cooperate with each other in good faith and use their best efforts to implement the Settlement,
4 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
5 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
6 content of any document needed to implement the Settlement Agreement, or on any supplemental
7 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
8 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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11 enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible
12 and subject to disclosure in any proceeding to enforce its terms.

13 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
14 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

15 **IT IS SO AGREED.**

16 **PLAINTIFF EDGAR CORRAL**

17
18 Dated: _____

Edgar Corral

19
20 **DEFENDANT PENN ELCOM, INC.**

21 Dated: _____

Full Name: _____

22
23 Title: _____

24 On behalf of Penn Elcom, Inc.

25 **DEFENDANT OPTIMUM EMPLOYER
SOLUTIONS, LLC**

26 Dated: Jul 11, 2025
27 _____

Deanna Wietor

28 Full Name: Deanna Wietor

Title: VP of Client Experience

On behalf of Optimum Employer Solutions,
LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC



Alexandra Rose
Attorney for Plaintiff Edgar Corral
and Proposed Class Counsel

Dated: July 16, 2025

KAHANA & FELD LLP



Mimi Ahn
Attorney for Defendants Penn Elcom, Inc. and
Optimum Employer Solutions, LLC

Dated: July 11, 2025

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Edgar Corral v. Penn Elcom, Inc., et al.
Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' 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 HEREBY ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Edgar Corral ("Plaintiff") and Defendants Penn Elcom, Inc. and Optimum Employer Solutions, LLC (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Edgar Corral v. Penn Elcom, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC ("Action"), which may affect your legal rights.

I. IMPORTANT DEFINITIONS

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

"Class Period" means the period from November 17, 2019 through **October 11, 2024**.

"Class Settlement" means the settlement and resolution of all Released Class Claims (defined below).

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

"PAGA Period" means the period from November 7, 2022 through **October 11, 2024**.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims (defined below).

II. BACKGROUND OF THE ACTION

On November 7, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On November 17, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On January 12, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("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 Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages 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.

Defendants deny all of the allegations in the Action and/or that they 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 [Date of Preliminary Approval], 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 Edgar Corral as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Sara Pezeshkpour
Noam Y. Reiffman
Alexandra Rose
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 do not need to 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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, 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 One Hundred Fifty Thousand Dollars (\$150,000.00) (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 35% of the Gross Settlement Amount (i.e., \$52,500.00 if the Gross Settlement Amount is \$150,000.00), and reimbursement of litigation costs and expenses, not to exceed Fifteen Thousand Dollars (\$15,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) the amount of Ten Thousand Dollars (\$10,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$7,500.00) (“LWDA Payment”) and the remaining 25% (\$2,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Five Thousand Five Hundred Dollars (\$5,500.00) 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 Penn Elcom, Inc. 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 employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants 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 Penn Elcom, Inc. 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 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 Defendants' Records

According to Defendants' records:

- From November 17, 2019 through **October 11, 2024** (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks for Defendant Penn Elcom, Inc.
- From November 7, 2022 through **October 11, 2024** (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Workweeks for Defendant Penn Elcom, Inc.

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 (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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 [Response Deadline]**.

Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks and/or PAGA Workweeks to be credited to a disputing Class Member, Defendants' records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Workweeks that the disputing Class Member should be credited with under the Settlement.

The Parties will file with the Court all Workweeks Disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding any Workweeks Disputes, the Court may review any decision made by the Settlement Administrator regarding any Workweeks Disputes.

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 \$ [REDACTED]. 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 issues final approval of the Settlement.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court issues final approval of the Settlement.

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, settled, compromised, relinquished, and discharged 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, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendants’ alleged failure to pay minimum wages, alleged failure to pay overtime wages, alleged failure to provide compliant meal periods and premium payments in lieu thereof, alleged failure to provide compliant rest periods and premium payments in lieu thereof, alleged failure to timely pay wages during employment, alleged failure to provide compliant wage statements, alleged failure to timely pay wages upon termination, and alleged failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations 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.*, including all claims for attorneys’ fees and costs related thereto, for Defendants’ alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001.

“Released Parties” means Defendants and their past, current, and/or future, direct and/or indirect, officers, directors, members, managers, employees, partners, investors, administrators, parent companies, shareholders, subsidiaries, predecessors, successors, and assigns.

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., \$52,000.00 if the Gross Settlement Amount is \$150,000.00) and reimbursement of litigation costs and expenses not to exceed Fifteen Thousand Dollars (\$15,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs approved 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 Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Payment), in recognition of his 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 his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Five Thousand Five Hundred Dollars (\$5,500.00) (“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 indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the accompanied Request for Exclusion Form (both of which are referred to as a “Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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** [Response Deadline].

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 cannot request exclusion from 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. PAGA Employees will be bound to the PAGA Settlement even if they do not cash their Individual PAGA Payments.

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, as described below, or by completing and submitting the accompanied Notice of Objection Form (both of which are referred to as a “Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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 [Response Deadline]**.

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 CX104 of the Orange County Superior Court, located at Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701, on **[date]**, at **[time]**, 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.

You can find more information regarding appearing remotely through Zoom online at: <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>

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 for a fee by using the computer terminals at the Central Justice Center, 700 Civic Center Drive West, Santa Ana, California 92701. The documents filed in the Action can also be accessed online at the Orange County Superior Court’s website, known as “Public Case Access System,” at the following web address:

<https://civilwebshopping.occourts.org/Login.do>

After navigating to the Orange County Superior Court’s Public Case Assess System website and clicking on ‘Accept Terms,’ enter Case No. ‘01363928’ in the box provided, then enter the year ‘2023’ in the box provided, click on the ‘I’m not a robot’ box, and then click ‘SEARCH.’ Thereafter, you should be able to view documents filed in the case which have been imaged by the Court and information that has been made available by the Court, for free or at a minimal

charge.

You may also visit the Settlement Administrator's website at [REDACTED] for more information and documents relating to the Settlement, including the Settlement Agreement, Class Notice, Request for Exclusion Form, Notice of Objection Form, Operative Complaint, PAGA Letter, Preliminary Approval Order, and Final Approval Order and Judgment. The Final Approval Order and Judgment will be posted on the Settlement Administrator's website for a period of one hundred and eighty (180) calendar days.

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: [REDACTED], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

REQUEST FOR EXCLUSION FORM

Edgar Corral v. Penn Elcom, Inc., et al.

Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC

USE THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

I request to be excluded from the class action settlement in the matter of *Edgar Corral v. Penn Elcom, Inc., et al.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Employee, I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Phone Number: _____

Signature: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action.

EXHIBIT C

NOTICE OF OBJECTION FORM

Edgar Corral v. Penn Elcom, Inc., et al.

Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC

USE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection (space is provided below for doing so), accompanied by any legal support for such objection and copies of any papers, briefs, or other documents upon which your objection is based, sign and return this form to the Settlement Administrator, by mail, postmarked on or before **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

I wish to object to the Class Settlement on the following grounds:

Full Name: _____

Date: _____

Address: _____

Phone Number: _____

Signature: _____

If you do not wish to object to the Class Settlement – you do not need to take any action.

EXHIBIT 2

1 **AMENDMENT NO. 1 TO**

2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

3 This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered
4 into between Plaintiff Edgar Corral (“Plaintiff”) and Defendants Penn Elcom, Inc. and Optimum
5 Employer Solutions, LLC (together, “Defendants”) (collectively, with Plaintiff, the “Parties”)
6 pursuant to Paragraph 44 of the Joint Stipulation of Class Action and PAGA Settlement (“Original
7 Agreement”) entered into between the Parties on July 16, 2025.

8 **A. All instances of “PAGA Workweeks” in the Original Agreement are hereby**
9 **amended to state “PAGA Pay Periods”.**

10 **B. All instances of “Workweeks Dispute” or “Workweeks Disputes” in the Original**
11 **Agreement are hereby amended to state “Workweeks/PAGA Pay Periods Dispute” or**
12 **“Workweeks/PAGA Pay Periods Disputes”.**

13 **C. Paragraph 6.ee of the Original Agreement is hereby amended to state as follows:**

14 “PAGA Pay Periods” means the number of pay periods each PAGA Employee worked for
15 Defendant Penn Elcom, Inc. as an hourly-paid and/or non-exempt employee in California during the
16 PAGA Period. PAGA Pay Periods will be calculated by the Settlement Administrator by adding the
17 total number of PAGA Pay Periods worked by PAGA Employees from November 7, 2022 to October
18 11, 2024.

19 **D. Paragraph 6.hh of the Original Agreement is hereby amended to state as follows:**

20 “Released Class Claims” means any and all claims, debts, liabilities, demands, obligations,
21 guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which
22 reasonably could have been alleged based on the factual allegations in the Operative Complaint,
23 arising during the Class Period, under any federal, state, or local law, and shall specifically include
24 claims for Defendants’ alleged failure to pay minimum wages, alleged failure to pay overtime wages,
25 alleged failure to provide compliant meal periods and premium payments in lieu thereof, alleged
26 failure to provide compliant rest periods and premium payments in lieu thereof, alleged failure to
27 timely pay wages during employment, failure to provide compliant wage statements, alleged failure
28

1 to timely pay wages upon termination, and alleged failure to reimburse necessary business expenses
2 in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a),
3 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
4 including *inter alia*, Wage Order 1-2001, and all claims for attorneys' fees and costs and statutory
5 interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*,
6 and any other claims, including claims for statutory penalties, pertaining to the Class Members.

7 **E. Paragraph 6.jj of the Original Agreement is hereby amended to state as follows:**

8 "Released Parties" means Defendants and their past, current, and/or future officers, directors,
9 members, managers, employees, parent companies, shareholders, subsidiaries, predecessors,
10 successors, and assigns.

11 **F. Paragraph 12 of the Original Agreement is hereby amended to state as follows:**

12 Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable
13 costs of administration of the Settlement and distribution of payments under the Settlement, which is
14 currently not to exceed Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00). These
15 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
16 *inter alia*, translating the Notice Packet to Spanish, printing, distributing, and tracking Notice Packets
17 and other documents for the Settlement, calculating and distributing payments due under the
18 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,
19 and remittances, providing necessary reports and declarations, and other duties and responsibilities set
20 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
21 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
22 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
23 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not
24 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
25 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
26 Settlement Class Members.

27 ///

1 **G. Paragraph 15 of the Original Agreement is hereby amended to state as follows:**

2 Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and
3 apporportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA
4 Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e.,
5 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the "PAGA
6 Pay Period Value," and multiply each PAGA Employee's individual PAGA Pay Periods by the PAGA
7 Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

8 **H. The Notice of Class Action and PAGA Settlement attached to the Original**
9 **Agreement as "Exhibit A" is hereby replaced with the revised Notice of Class Action and PAGA**
10 **Settlement attached hereto as "Exhibit A."**

11
12 Dated: January 23, 2026

BLACKSTONE LAW, APC

13
14 By: /s/ Alexandra Rose
15 Karen I. Gold
16 Marissa A. Mayhood
17 Noam Y. Reiffman
18 Alexandra Rose
19 Jasmine Y. Kianfard

Attorneys for Plaintiff Edgar Corral

20 Dated: January 23, 2026

KAHANA & FELD LLP

21
22 By: /s/ Mimi Ahn
23 Mimi Ahn

24 Attorneys for Defendants Penn Elcom, Inc. and
25 Optimum Employer Solutions, LLC
26
27
28

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Edgar Corral v. Penn Elcom, Inc., et al.

Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' 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 Pay Periods that you are credited with, if you so choose.

YOU HEREBY ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Edgar Corral ("Plaintiff") and Defendants Penn Elcom, Inc. and Optimum Employer Solutions, LLC (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Edgar Corral v. Penn Elcom, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC ("Action"), which may affect your legal rights.

I. IMPORTANT DEFINITIONS

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

"Class Period" means the period from November 17, 2019 through August 15, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims (defined below).

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

"PAGA Period" means the period from November 7, 2022 through August 15, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims (defined below).

II. BACKGROUND OF THE ACTION

On November 7, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On November 17, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On January 12, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("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 Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages 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.

Defendants deny all of the allegations in the Action and/or that they 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 and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], 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 Edgar

Corral as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Sara Pezeshkpour
Noam Y. Reiffman
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, 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 One Hundred Fifty Thousand Dollars (\$150,000.00) (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 35% of the Gross Settlement Amount (i.e., \$52,500.00 if the Gross Settlement Amount is \$150,000.00), and reimbursement of litigation costs and expenses, not to exceed Fifteen Thousand Dollars (\$15,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) the amount of Ten Thousand Dollars (\$10,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$7,500.00) (“LWDA Payment”) and the remaining 25% (\$2,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00) 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 Penn Elcom, Inc. 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”).

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 pay periods each PAGA Employee worked for Defendant Penn Elcom, Inc. as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period 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 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 Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- **From November 17, 2019 through August 15, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks for Defendant Penn Elcom, Inc.**
- **From November 7, 2022 through August 15, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods for Defendant Penn Elcom, Inc.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks/PAGA Pay Periods Dispute"). The Workweeks/PAGA Pay Periods Dispute must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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 Pay Periods 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 [Response Deadline]**.

Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks and/or PAGA Workweeks to be credited to a disputing Class Member, Defendants' records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Workweeks that the disputing Class Member should be credited with under the Settlement.

The Parties will file with the Court all Workweeks/PAGA Pay Periods Disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding any Workweeks/PAGA Pay Periods Disputes, the Court may review any decision made by the Settlement Administrator regarding any Workweeks/PAGA Pay Periods Disputes.

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 Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. 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 issues final approval of the Settlement.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court issues final approval of the Settlement.

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, settled, compromised, relinquished, and discharged 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, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which reasonably could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendants’ alleged failure to pay minimum wages, alleged failure to pay overtime wages, alleged failure to provide compliant meal periods and premium payments in lieu thereof, alleged failure to provide compliant rest periods and premium payments in lieu thereof, alleged failure to timely pay wages during employment, alleged failure to provide compliant wage statements, alleged failure to timely pay wages upon termination, and alleged failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations 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.*, including all claims for attorneys’ fees and costs related thereto, for Defendants’ alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001.

“Released Parties” means Defendants and their past, current, and/or future, officers, directors, members, managers, employees, parent companies, shareholders, subsidiaries, predecessors, successors, and assigns.

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 indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the accompanied Request for Exclusion Form (both of which are referred to as a “Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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** [Response Deadline].

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.

PAGA Employees cannot request exclusion from 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. PAGA Employees will be bound to the PAGA Settlement even if they do not cash their Individual PAGA Payments.

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, as described below, or by completing and submitting the accompanied Notice of Objection Form (both of which are referred to as a “Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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** [Response Deadline].

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 CX105 of the Orange County Superior Court, located at Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701, on [date], at [time], 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.

You can find more information regarding appearing remotely through Zoom online at: <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>

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 for a fee by using the computer terminals at the Central Justice Center, 700 Civic Center Drive West, Santa Ana, California 92701. The documents filed in the Action can also be accessed online at the Orange County Superior Court's website, known as "Public Case Access System," at the following web address:

<https://civilwebshopping.occourts.org/Login.do>

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: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 3

1 **AMENDMENT NO. 2 TO**

2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

3 This Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement is entered
4 into between Plaintiff Edgar Corral (“Plaintiff”) and Defendants Penn Elcom, Inc. and Optimum
5 Employer Solutions, LLC (together, “Defendants”) (collectively, with Plaintiff, the “Parties”)
6 pursuant to Paragraph 44 of the Joint Stipulation of Class Action and PAGA Settlement entered into
7 between the Parties on July 16, 2025.

8 A. **The Notice of Class Action and PAGA Settlement attached to Amendment No. 1**
9 **to Joint Stipulation of Class Action and PAGA Settlement as “Exhibit A” is hereby replaced**
10 **with the revised Notice of Class Action and PAGA Settlement attached hereto as “Exhibit A.”**
11

12 Dated: May 13, 2026

BLACKSTONE LAW, APC

13
14 By: /s/ Jasmine Y. Kianfard
15 Karen I. Gold
16 Marissa A. Mayhood
17 Noam Y. Reiffman
18 Alexandra Rose
19 Jasmine Y. Kianfard

Attorneys for Plaintiff Edgar Corral

20 Dated: May 13, 2026

KAHANA & FELD LLP

21
22 By: /s/ Mimi Ahn
23 Mimi Ahn

24 Attorneys for Defendants Penn Elcom, Inc. and
25 Optimum Employer Solutions, LLC
26
27
28

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Edgar Corral v. Penn Elcom, Inc., et al.
Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' 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 Pay Periods that you are credited with, if you so choose.

YOU HEREBY ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Edgar Corral ("Plaintiff") and Defendants Penn Elcom, Inc. and Optimum Employer Solutions, LLC (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Edgar Corral v. Penn Elcom, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC ("Action"), which may affect your legal rights.

I. IMPORTANT DEFINITIONS

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

"Class Period" means the period from November 17, 2019 through August 15, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims (defined below).

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

"PAGA Period" means the period from November 7, 2022 through August 15, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims (defined below).

II. BACKGROUND OF THE ACTION

On November 7, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On November 17, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On January 12, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("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 Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages 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.

Defendants deny all of the allegations in the Action and/or that they 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, Amendment No. 1 to Joint

Stipulation of Class Action and PAGA Settlement, and Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement (collectively, “Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], 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 Edgar Corral as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Sara Pezeshkpour
Noam Y. Reiffman
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, 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 One Hundred Fifty Thousand Dollars (\$150,000.00) (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 35% of the Gross Settlement Amount (i.e., \$52,500.00 if the Gross Settlement Amount is \$150,000.00), and reimbursement of litigation costs and expenses, not to exceed Fifteen Thousand Dollars (\$15,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) the amount of Ten Thousand Dollars (\$10,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$7,500.00) (“LWDA Payment”) and the remaining 25% (\$2,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00) 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 Penn Elcom, Inc. 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”).

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 pay periods each PAGA Employee worked for Defendant Penn Elcom, Inc. as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period 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 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 Pay Periods (if applicable) Based on Defendants’ Records

According to Defendants’ records:

- **From November 17, 2019 through August 15, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks for Defendant Penn Elcom, Inc.**
- **From November 7, 2022 through August 15, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods for Defendant Penn Elcom, Inc.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks/PAGA Pay Periods Dispute”). The Workweeks/PAGA Pay Periods Dispute must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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 Pay Periods 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 [Response Deadline]**.

Absent evidence rebutting the accuracy of Defendants’ records and data as they pertain to the number of Workweeks and/or PAGA Workweeks to be credited to a disputing Class Member, Defendants’ records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Workweeks that the disputing Class Member should be credited with under the Settlement.

The Parties will file with the Court all Workweeks/PAGA Pay Periods Disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding any Workweeks/PAGA Pay Periods Disputes, the Court may review any decision made by the Settlement Administrator regarding any Workweeks/PAGA Pay Periods Disputes.

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 Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. 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 issues final approval of the Settlement.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will

only be distributed if the Court issues final approval of the Settlement.

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, settled, compromised, relinquished, and discharged 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, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which reasonably could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendants’ alleged failure to pay minimum wages, alleged failure to pay overtime wages, alleged failure to provide compliant meal periods and premium payments in lieu thereof, alleged failure to provide compliant rest periods and premium payments in lieu thereof, alleged failure to timely pay wages during employment, alleged failure to provide compliant wage statements, alleged failure to timely pay wages upon termination, and alleged failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations 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.*, including all claims for attorneys’ fees and costs related thereto, for Defendants’ alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001.

“Released Parties” means Defendants and their past, current, and/or future, officers, directors, members, managers, employees, parent companies, shareholders, subsidiaries, predecessors, successors, and assigns.

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 indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the accompanied Request for Exclusion Form (both of which are referred to as a "Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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** [Response Deadline].

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.

PAGA Employees cannot request exclusion from 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. PAGA Employees will be bound to the PAGA Settlement even if they do not cash their Individual PAGA Payments.

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, as described below, or by completing and submitting the accompanied Notice of Objection Form (both of which are referred to as a "Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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** [Response Deadline].

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 CX105 of the Orange County Superior Court, located at Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701, on [date], at [time], 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.

You can find more information regarding appearing remotely through Zoom online at: <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>

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 for a fee by using the computer terminals at the Central Justice Center, 700 Civic Center Drive West, Santa Ana, California 92701. The documents filed in the Action can also be accessed online at the Orange County Superior Court's website, known as "Public Case Access System," at the following web address:

<https://civilwebshopping.occourts.org/Login.do>

You may also visit the Settlement Administrator's website at [settlement administrator's website] for more information and documents relating to the Settlement, including the Settlement Agreement, Class Notice, Request for Exclusion Form, Notice of Objection Form, Operative Complaint, PAGA Letter, Preliminary Approval Order, and Final Approval Order and Judgment. The Final Approval Order and Judgment will be posted on the Settlement Administrator's website for a period of one hundred and eighty (180) calendar days.

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: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 4

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**
10

11 EDGAR CORRAL, individually and on
12 behalf of similarly situated individuals and
13 members of the general public,

14 Plaintiff,

15 vs.

16 PENN ELCOM, INC., a California
17 corporation; OPTIMUM EMPLOYER
18 SOLUTIONS, LLC., a California limited
19 liability corporation; and DOES 1 through 25,
20 inclusive,

21 Defendants.
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Case No.: 30-2023-01363928-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: November 17, 2023

1 On May 28, 2026 at 2:00 p.m. in Department CX105 of the above-captioned Court located at
2 Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, California, 92701, Plaintiff
3 Edgar Corral's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA
4 Settlement, came on for hearing before the Honorable Melissa R. McCormick.

5 The Court, having considered the papers, all declarations and other documents filed in
6 support of the motion, and all matters presented to the Court, and good cause appearing, hereby
7 **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as
8 follows, and orders:

9 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
10 Settlement, Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement, and
11 Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement (collectively,
12 "Settlement" or "Settlement Agreement") attached hereto as **Exhibit 1, Exhibit 2, and Exhibit 3,**
13 respectively. This is based on the Court's determination that the Settlement falls within the range of
14 possible approval as fair, adequate, and reasonable.

15 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
16 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
17 Settlement Agreement.

18 3. The Gross Settlement Amount is \$150,000.00. The court preliminarily approves the
19 following deductions from the Gross Settlement Amount: (i) attorneys' fees not to exceed
20 \$45,000.00; (ii) attorneys' costs not to exceed \$15,000.00; (iii) an enhancement payment to plaintiff
21 not to exceed \$5,000.00; (iv) settlement administration costs not to exceed \$4,500.00; and (v) total
22 PAGA penalties of \$10,000.00, of which 75% (\$7,500.00) will be paid to the Labor and Workforce
23 Development Agency ("LWDA") and the remaining 25% (\$2,500.00) will be paid to all current and
24 former hourly-paid and/or non-exempt employees who worked for Defendant Penn Elcom, Inc.
25 within the State of California at any time during the PAGA Period ("PAGA Employees"). The
26 PAGA Period is November 7, 2022 through August 15, 2024.

27 4. The Court concludes that, for settlement purposes only, the proposed Class meets the
28 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)

1 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
2 (b) common questions of law and fact predominate, and there is a well-defined community of
3 interest amongst the members of the Class with respect to the subject matter of the litigation; (c)
4 Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and
5 adequately protect the interests of the members of the Class; (e) a class action is superior to other
6 available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified
7 to act as counsel for Plaintiff in his individual capacity and as the representative of the Class.

8 5. The Court preliminarily certifies, for settlement purposes only, the Class, defined as
9 follows:

10 All current and former hourly-paid and/or non-exempt employees who worked for
11 Defendant Penn Elcom, Inc. within the State of California at any time during the
Class Period.

12 Class Period means November 17, 2019 to August 15, 2024.

13 6. The Court preliminarily appoints Jonathan M. Genish, Karen I. Gold, Noam Y.
14 Reiffman, Marissa A. Mayhood, Sara Pezeshkpour, and Alexandra Rose of Blackstone Law, APC as
15 counsel for the Class ("Class Counsel").

16 7. The Court preliminarily appoints Plaintiff Edgar Corral as the representative of the
17 Class ("Class Representative").

18 8. The Court preliminarily appoints Apex Class Action LLC to handle the
19 administration of the Settlement ("Settlement Administrator").

20 9. The Court approves, both as to form and content, the Notice of Class Action and
21 PAGA Settlement ("Class Notice") and attached forms, attached hereto as **Exhibit 4**, **Exhibit 5**, and
22 **Exhibit 6**, respectively. The Notice Packet shall be provided to Class Members in the manner set
23 forth in the Settlement Agreement.

24 10. A Final Approval Hearing shall be held before this Court on October 8, 2026 at 2:00
25 p.m. in Department CX105 of the Orange County Superior Court, located at Complex Civil Center,
26 751 West Santa Ana Boulevard, Santa Ana, California, 92701, to determine all necessary matters
27 concerning the Settlement, including: whether the proposed settlement of the action on the terms and
28 conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally

1 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
2 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
3 reasonable to the Class Members and PAGA Employees; and determine whether to approve the
4 requests for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs,
5 and allocation for the PAGA Amount.

6 11. Class Counsel shall file a motion for final approval of the Settlement and for
7 Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with
8 the appropriate declarations and supporting evidence, including the Settlement Administrator's
9 declaration, by sixteen (16) court days prior to the Final Approval Hearing, to be heard at the Final
10 Approval Hearing.

11 12. The Court orders the Parties, their counsel and the Settlement Administrator to carry
12 out their duties

13 13. The Court retains jurisdiction to enforce the Settlement pursuant to Civil Procedure
14 Code Section 664.6.

15 **IT IS SO ORDERED.**

16
17
18 Dated: June 17, 2026



19 _____
20 Melissa R. McCormick
21 Judge of the Superior Court
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EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff EDGAR CORRAL
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated
5 and on behalf of the State of California with respect to aggrieved employees, and Defendants PENN
6 ELCOM, INC. and OPTIMUM EMPLOYER SOLUTIONS, LLC (together, “Defendants”)
7 (collectively, Plaintiff and Defendants are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined
10 herein), and Defendants, subject to the terms and conditions hereof and the approval of the Court.

11 **BACKGROUND AND RECITALS**

12 1. On November 7, 2023, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendants (“PAGA Letter”). On November 17, 2023,
16 Plaintiff initiated a class action against Defendants with the filing of a Class Action Complaint for
17 Damages in the action entitled *Edgar Corral v. Penn Elcom, Inc., et al.*, Orange County Superior
18 Court Case No. 30-2023-01363928-CU-OE-CXC (“Action”). On January 12, 2024, Plaintiff filed a
19 First Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action,
20 which added a cause of action under the Private Attorneys General Act of 2004 pursuant to
21 California Labor Code Section 2698 *et seq.* (“PAGA”). The Operative Complaint alleges ten (10)
22 causes of action for violations of the California Labor Code for failure to pay minimum wages,
23 failure to pay overtime wages, failure to provide compliant meal periods and premium payments in
24 lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure
25 to timely pay wages during employment, failure to provide compliant wage statements, failure to
26 timely pay wages upon termination, and failure to reimburse necessary business expenses, for
27 violations of California Business & Professions Code Section 17200, *et seq.* based on the
28 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the

1 aforementioned California Labor Code violations.

2 2. Defendants deny all materials allegations set forth in the Action and have asserted
3 numerous affirmative defenses. Nonetheless, in the interest of avoiding further litigation,
4 Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein),
5 and Released PAGA Claims (as defined herein).

6 3. Class Counsel diligently investigated the class and PAGA claims against Defendants,
7 including any and all applicable defenses and the applicable law. The investigation included, *inter*
8 *alia*, the exchange of information, data, and documents, and review of corporate policies and
9 practices. The Parties have engaged in sufficient informal discovery and investigation to assess the
10 relative merits of the claims and contentions of the Parties.

11 4. On September 6, 2024, the Parties participated in mediation with Jason Marsili (the
12 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
13 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
14 settlement discussions were conducted at arms’ length, and the Settlement is the result of an
15 informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs
16 and risks associated with continued litigation. Based on Class Counsel’s investigation and
17 evaluation, Class Counsel believes that the settlement with Defendants for the consideration and on
18 the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
19 interest of the Class Members (as defined herein), State of California, and PAGA Employees (as
20 defined herein) in light of all known facts and circumstances, including the risk of significant delay
21 and uncertainty associated with litigation and various defenses asserted by Defendants.

22 5. The Parties expressly acknowledge that this Settlement Agreement is entered into
23 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
24 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
25 not approved, it will be of no force or effect, and the Parties shall be returned to their original
26 respective positions.

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DEFINITIONS

6. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 9.

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

c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, Sara Pezeshkpour, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant Penn Elcom, Inc. will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant Penn Elcom, Inc. during the Class Period; and (8) such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Workweeks.

e. "Class Notice" means the Notice of Class Action and PAGA Settlement, substantially in the form attached hereto as "**Exhibit A.**"

f. "Class Period" means the period from November 17, 2019 to October 11, 2024, subject to Paragraph 13.

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

h. "Court" means the Superior Court of the State of California for the County of Orange.

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1 i. "Defendants' Counsel" means Mimi Ahn and Avi M. Attal of Kahana & Feld
2 LLP.

3 j. "Effective Date" means the date when all of the following events have
4 occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and
5 Defendants' Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Notice
6 Packets has been mailed to the Class Members, providing them with an opportunity to object to the
7 terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final
8 Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five calendar days
9 have passed since the Court entered a Final Approval Order and Judgment; (6) Plaintiff has executed
10 a release of any and all individual claims against Defendants without revocation; and (7) in the event
11 there are written objections to the Class Settlement filed prior to the Final Approval Hearing which
12 are not later withdrawn or denied, the later of the following events: five business days after the
13 period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval
14 Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been
15 filed, or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval
16 Order and Judgment has been filed, five business days after any appeal, writ, or other appellate
17 proceedings opposing the Court's Final Approval Order and Judgment has finally and conclusively
18 dismissed with no right to pursue further remedies or relief.

19 k. "Employer Taxes" means the employers' share of taxes and contributions in
20 connection with the wages portion of Individual Settlement Shares, which shall be paid by
21 Defendant Penn Elcom, Inc. in addition to the Gross Settlement Amount.

22 l. "Exclusion Form" means the Request for Exclusion Form, substantially in the
23 form attached hereto as "**Exhibit B**".

24 m. "Enhancement Payment" means the amount to be paid to Plaintiff, in
25 recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA
26 Employees, as set forth in Paragraph 10.

27 n. "Final Approval" means the determination by the Court that the Settlement is
28 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

1 o. “Final Approval Hearing” means the hearing at which the Court will consider
2 and determine whether the Settlement should be granted Final Approval.

3 p. “Final Approval Order and Judgment” means the order granting final approval
4 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
5 Parties, and subject to approval by the Court.

6 q. “Gross Settlement Amount” means the amount of One Hundred and Fifty
7 Thousand Dollars and Zero Cents (\$150,000.00) to be paid by Defendant Penn Elcom, Inc. in full
8 satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all
9 Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration
10 Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant Penn
11 Elcom, Inc. shall pay the Employer Taxes separately and in addition to the Gross Settlement
12 Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement
13 Payment will return to Defendants. The Gross Settlement Amount is subject to increase, as provided
14 in Paragraph 13.

15 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA
16 Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement,
17 to be calculated in accordance with Paragraph 15.

18 s. “Individual Settlement Payment” means the net payment of each Settlement
19 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
20 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
21 Paragraph 16.

22 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
23 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
24 in accordance with Paragraph 14.

25 u. “LWDA Payment” means the allocation amount of Seven Thousand Five
26 Hundred Dollars and Zero Cents (\$7,500.00), i.e., 75% of the PAGA Amount, from the Gross
27 Settlement Amount for the PAGA Settlement that the Parties have agreed to pay to the LWDA under
28 the PAGA Settlement, as set forth in Paragraph 11.

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2 v. "Net Settlement Amount" means the portion of the Gross Settlement Amount
3 that is available for distribution to Settlement Class Members, which is the Gross Settlement
4 Amount less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA
5 Amount, and Settlement Administration Costs.

6 w. "Notice of Objection" means an Objection Form or a written objection to the
7 Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
8 objector's full name, signature, address, telephone number, and the last four (4) digits of the
9 objector's Social Security number; (c) contain a written statement of all grounds for the objection
10 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or
11 other documents upon which the objection is based; and (e) be returned by mail to the Settlement
12 Administrator at the specified address, postmarked on or before the Response Deadline.

13 x. "Notice Packet" means the Class Notice, Exclusion Form, and Objection
14 Form, substantially in the forms attached as "**Exhibit A**," "**Exhibit B**", and "**Exhibit C**".

15 y. "Objection Form" means the Notice of Objection Form, substantially in the
16 form attached as "**Exhibit C**".

17 z. "PAGA Amount" means the allocation of Ten Thousand Dollars and Zero
18 Cents (\$10,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
19 percent (75%) of the PAGA Amount, or \$7,500.00, will be paid to the LWDA (i.e., the LWDA
20 Payment) and the remaining twenty-five percent (25%), or \$2,500.00, will be distributed to the
21 PAGA Employees (i.e., the PAGA Employee Amount).

22 aa. "PAGA Employee(s)" means all current and former hourly-paid and/or non-
23 exempt employees who worked for Defendant Penn Elcom, Inc. within the State of California at any
24 time during the PAGA Period.

25 bb. "PAGA Employee Amount" means the amount of Two Thousand Five
26 Hundred Dollars and Zero Cents (\$2,500.00), i.e., 25% of the PAGA Amount, to be distributed to
27 PAGA Employees on a *pro rata* basis based on their PAGA Workweeks.

28 cc. "PAGA Period" means the period from November 7, 2022 through October

11, 2024, subject to Paragraph 13.

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

ee. "PAGA Workweeks" means the number of weeks each PAGA Employee worked for Defendant Penn Elcom, Inc. as an hourly-paid and/or non-exempt employee in California during the PAGA Period. PAGA Workweeks will be calculated by the Settlement Administrator by adding the total number of PAGA Workweeks worked by PAGA Employees from November 7, 2022 to October 11, 2024.

ff. "Preliminary Approval" means the date on which the Court enters the Preliminary Approval Order.

gg. "Preliminary Approval Order" means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

hh. "Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendants' alleged failure to pay minimum wages, alleged failure to pay overtime wages, alleged failure to provide compliant meal periods and premium payments in lieu thereof, alleged failure to provide compliant rest periods and premium payments in lieu thereof, alleged failure to timely pay wages during employment, failure to provide compliant wage statements, alleged failure to timely pay wages upon termination, and alleged failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

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3 ii. “Released PAGA Claims” means any and all claims arising from any of the
4 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
5 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
6 claims for attorneys’ fees and costs related thereto, for Defendants’ alleged failure to pay minimum
7 wages, failure to pay overtime wages, failure to provide compliant meal periods and premium
8 payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu
9 thereof, failure to timely pay wages during employment, failure to provide compliant wage
10 statements, failure to timely pay wages upon termination, and failure to reimburse necessary
11 business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7,
12 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission
13 Wage Orders, including *inter alia*, Wage Order 1-2001.

14 jj. “Released Parties” means Defendants and their past, current, and/or future,
15 direct and/or indirect, officers, directors, members, managers, employees, partners, investors,
16 administrators, parent companies, shareholders, subsidiaries, predecessors, successors, and assigns.

17 kk. “Request for Exclusion” means an Exclusion Form or letter submitted by a
18 Class Member indicating a request to be excluded from the Class Settlement, which must: (a)
19 contain the case name and number of the Action; (b) contain the Class Member’s full name,
20 signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security
21 number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement;
22 and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on
23 or before the Response Deadline.

24 ll. “Response Deadline” means the deadline by which Class Members must
25 submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the
26 date that is sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement
27 Administrator to Class Members, unless the 60th day falls on a Sunday or Federal holiday, in which
28 case the Response Deadline will be extended to the next day on which the United States Postal

1 service is open. The Response Deadline may also be extended by express agreement between Class
2 Counsel and Defendants' Counsel. Under no circumstances, however, will the Settlement
3 Administrator have the authority to extend the Response Deadline. In the event that a Notice Packet
4 is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended
5 fifteen (15) calendar days from the original Response Deadline.

6 mm. "Settlement Administrator" means Apex Class Action LLC, or any other
7 third-party class action settlement administrator agreed to by the Parties and approved by the Court
8 for purposes of administering the Settlement. The Parties and their counsel each represent that they
9 do not have any financial interest in the Settlement Administrator or otherwise have a relationship
10 with the Settlement Administrator that could create a conflict of interest.

11 nn. "Settlement Administration Costs" means the costs payable from the Gross
12 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
13 Paragraph 12.

14 oo. "Settlement Class" or "Settlement Class Member(s)" means all Class
15 Members who do not submit a timely and valid Request for Exclusion.

16 pp. "Workweeks" means the number of weeks each Class Member worked for
17 Defendant Penn Elcom, Inc. as an hourly-paid and/or non-exempt employee in California during the
18 Class Period. Workweeks will be calculated by the Settlement Administrator by adding the total
19 number of Workweeks worked by Class Members between November 7, 2019 to October 11, 2024.

20 qq. "Workweeks Dispute" means a letter submitted by a Class Member disputing
21 the number of Workweeks and/or PAGA Workweeks to which they have been credited, which must:
22 (a) contain the case name and number of the Action; (b) contain the Class Member's full name,
23 signature, address, telephone number, and the last four (4) digits of the Class Member's Social
24 Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or
25 PAGA Workweeks credited to the Class Member and what the Class Member contends is the correct
26 number; and (d) be returned by mail to the Settlement Administrator at the specified address,
27 postmarked on or before the Response Deadline.

28 **STIPULATION OF CLASS CERTIFICATION**

1 7. For the purposes of this Settlement only, the Parties stipulate to the certification of the
2 Class. This stipulation is contingent upon the preliminary and final approval and certification of the
3 Class for purposes of settlement. Should the Settlement not become final, for whatever reason, the
4 fact that the Parties were willing to stipulate provisionally to class certification as part of the
5 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of
6 whether a class should be certified in a non-settlement context in the Action. Defendants expressly
7 reserve the right to oppose class certification and/or proactively move to deny certification should
8 this Settlement be modified or reversed on appeal or otherwise not become final.

9 8. The Parties agree that certification for the purpose of settlement is not an admission
10 that certification is proper under Section 382 of the California Code of Civil Procedure and is for
11 settlement purposes only. Nothing in this Agreement will be construed as an admission or
12 acknowledgment of any kind that any class should be certified or given collective treatment in the
13 Action or in any other action or proceeding. Further neither this Agreement nor the Court's actions
14 regarding this Agreement will be admissible in any court or other tribunal regarding the propriety of
15 class certification or collective treatment. Should, for whatever reason, the Court not grant Final
16 Approval, the Parties will not be deemed to have waived, limited, or affected in any way any claims,
17 rights, remedies, objections, or defenses in this Action.

18 **TERMS OF THE AGREEMENT**

19 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
20 forth herein, the Parties agree, subject to the Court's approval, as follows:

21 9. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any
22 application or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent
23 (35%) of the Gross Settlement Amount (i.e., \$52,500.00 if the Gross Settlement Amount is
24 \$150,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's
25 litigation and settlement of the Action, in an amount not to exceed Fifteen Thousand Dollars and
26 Zero Cents (\$15,000.00), both of which will be paid from the Gross Settlement Amount. These
27 amounts will cover any and all work performed and any and all costs incurred by Class Counsel in
28 connection with the litigation of the Action, including without limitation all work performed and

costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

10. Enhancement Payment. Defendants agree not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for his participation and assistance with the Action. The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to his Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members. The award of an enhancement payment to Plaintiff is not a material term of this Agreement and does not give rise to a basis to abrogate this Agreement.

11. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$7,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$2,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of PAGA Workweeks worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

1 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
2 reasonable costs of administration of the Settlement and distribution of payments under the
3 Settlement, which is currently not to exceed Five Thousand Five Hundred Dollars and Zero Cents
4 (\$5,500.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
5 approval, will include, *inter alia*, translating the Notice Packet to Spanish, printing, distributing, and
6 tracking Notice Packets and other documents for the Settlement, calculating and distributing
7 payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax
8 reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and
9 other duties and responsibilities set forth herein to process the Settlement, and as requested by the
10 Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated
11 amount stated herein, such excess amount will be deducted from the Gross Settlement Amount,
12 subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
13 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
14 Administrator to undertake the required settlement administration duties shall be reallocated to the
15 Net Settlement Amount for the benefit of the Settlement Class Members.

16 13. Escalator Clause. Defendant Penn Elcom, Inc. has represented that the Class
17 Members worked a total of 3,551 Workweeks during the Class Period. If it is determined by the
18 Settlement Administrator that the total number of Workweeks worked by the Class Members during
19 the Class Period actually exceeds 3,906 (110% of 3,551), then the Gross Settlement Amount will be
20 increased by the same number of percentage points (above 10%) over which the actual number of
21 Workweeks exceeds 3,906. For example, if the actual number of Workweeks is determined to be 2%
22 higher than 3,906, the Gross Settlement Amount would be increased by \$3,000.00. At its option,
23 Defendant Penn Elcom, Inc. can avoid increasing the Gross Settlement Amount by electing to end
24 the Class Period and PAGA Period on the date by which the number of Workweeks reaches 3,906.

25 14. Individual Settlement Share Calculations. Individual Settlement Shares will be
26 calculated and apportioned from the Net Settlement Amount based on the Class Members' number
27 of Workweeks, as follows:

28 a. After Preliminary Approval, the Settlement Administrator will divide the Net

1 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated
2 Workweek Value,” and multiply each Class Member’s individual Workweeks by the
3 Estimated Workweek Value to yield each Class Member’s estimated Individual Settlement
4 Share that each Class Member may be entitled to receive under the Class Settlement.

5 b. After Final Approval, the Settlement Administrator will divide the final Net
6 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final
7 Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by
8 the Final Workweek Value to each Settlement Class Member’s final Individual Settlement
9 Share.

10 15. Individual PAGA Payment Calculations. Individual PAGA Payments will be
11 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’
12 number of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA
13 Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA
14 Employees to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s individual
15 PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual
16 PAGA Payment.

17 16. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments.
18 Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages, and
19 eighty percent (80%) penalties and non-wage damages. The portion allocated to wages will be
20 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
21 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
22 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect
23 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
24 Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement
25 Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in
26 addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one
27 hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
28 Settlement Administrator.

1 17. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
3 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
4 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
5 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
6 taxes and other legally required withholdings to the appropriate government authorities.

7 18. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
8 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
9 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
10 Class Members, and PAGA Employees are not relying on any statement, representation, or
11 calculation by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiff,
12 Settlement Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement
13 Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and
14 penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement
15 Class Members, and PAGA Employees should consult with their tax advisors concerning the tax
16 consequences of any payment they receive under the Settlement.

17 19. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
18 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH
19 PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING
20 PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION
21 OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR
22 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
23 ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR
24 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE
25 WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
26 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
27 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
28 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS

1 SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT
2 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
3 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
4 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO
5 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
6 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
7 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
8 ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF
9 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
10 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
11 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
12 SETTLEMENT AGREEMENT.

13 20. Settlement Awards Do Not Trigger Additional Benefits. All payments made under
14 the Settlement shall be deemed to be paid to the payee solely in the year in which such payments
15 actually are issued to the payee. It is expressly understood and agreed that payments made under
16 this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA
17 Employee to additional compensation or benefits under any new or additional compensation or
18 benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during
19 the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to
20 any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits
21 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
22 that might have been in effect during the Class Period).

23 21. Duties of the Parties with Respect to Obtaining Preliminary Approval of the
24 Settlement. Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from
25 the Court for Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class
26 Counsel will be responsible for drafting, including the Notice Packet, and submit this Settlement
27 Agreement to the Court in support of said motion. Class Counsel will use best efforts to provide
28 Defendants' Counsel a draft of the preliminary approval motion and Notice Packet at least five (5)

1 calendar days before filing it with the Court. Class Counsel may file the motion and Notice Packet
2 upon receipt of formal approval by Defendants' Counsel. To the extent that any issues/changes are
3 raised by Defendants to the proposed motion and/or Notice Packet, the Parties shall make all efforts
4 to resolve those issues in good faith. Any further disagreement regarding the form of the drafts shall
5 be submitted to the Mediator for determination, whose determination shall be binding. As long as
6 this procedure is followed, Defendants agree not to oppose the motion for preliminary approval of
7 the Settlement that is consistent with this Settlement Agreement. By way of said motion, Plaintiff
8 will apply for the entry of the Preliminary Approval Order seeking the following:

- 9 a. Conditionally certifying the Class for settlement purposes only;
- 10 b. Granting Preliminary Approval of the Settlement;
- 11 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 12 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 13 e. Approving as to form and content, the mutually-agreed upon and proposed
14 Notice Packet and directing its mailing by First Class U.S. Mail;
- 15 f. Approving the manner and method for Class Members to request exclusion
16 from or object to the Class Settlement as contained herein and within the Class Notice;
- 17 g. Scheduling a Final Approval Hearing at which the Court will determine
18 whether Final Approval of the Settlement should be granted.

19 22. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
20 Class Counsel shall notify the LWDA of the Settlement prior to or upon filing the motion for
21 preliminary approval of the Settlement.

22 23. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
23 Defendant Penn Elcom, Inc. will provide the Class List to the Settlement Administrator. To protect
24 the Class Member's rights to privacy, the Settlement Administrator must maintain the Class List in
25 confidence, use the Class List only for purposes of this Settlement and for no other purpose, and
26 restrict access to the Class List to only those employees who need access to the Class List to effect
27 and perform under this Agreement.

28 24. Notice by First-Class U.S. Mail.

1 a. Within seven (7) calendar days after receiving the Class List from Defendant
2 Penn Elcom, Inc., the Settlement Administrator will perform a search based on the National Change
3 of Address Database or any other similar services available, such as provided by Experian, for
4 information to update and correct for any known or identifiable address changes, and will mail a
5 Notice Packet in English and Spanish (in the form attached as **Exhibit A** to this Settlement
6 Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing
7 addresses identified by the Settlement Administrator.

8 b. Any Notice Packet returned to the Settlement Administrator as undeliverable
9 on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
10 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
11 the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly
12 attempt to determine the correct address using a skip-trace or other search, using the name, address,
13 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
14 calendar days.

15 c. Compliance with the procedures described herein above shall constitute due
16 and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due
17 process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants'
18 Counsel to provide notice of the Settlement.

19 25. Disputes Regarding Workweeks and/or PAGA Workweeks. Class Members will
20 have an opportunity to dispute the number of Workweeks and/or PAGA Workweeks to which they
21 have been credited, as reflected in their respective Class Notices, by submitting a timely and valid
22 Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response
23 Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to
24 determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the
25 accuracy of Defendants' records and data as they pertain to the number of Workweeks and/or PAGA
26 Workweeks to be credited to a disputing Class Member, Defendants' records will be presumed to be
27 correct and determinative of the dispute. However, if a Class Member produces information and/or
28 documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the

1 Class Member and the Settlement Administrator will resolve and determine the number of eligible
2 Workweeks and/or PAGA Workweeks that the disputing Class Member should be credited with
3 under the Settlement. The Parties will file with the Court all Workweeks Disputes submitted by
4 Class Members, the evidence submitted, and the resolution of the disputes. Although the Settlement
5 Administrator may make the initial decision regarding any Workweeks Disputes, the Court may
6 review any decision made by the Settlement Administrator regarding any Workweeks Disputes.

7 26. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
8 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
9 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
10 postmark on the return mailing envelope will be the exclusive means to determine whether a
11 Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly
12 to Class Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion
13 that are submitted, and also identify the individuals who have submitted a timely and valid Request
14 for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval
15 Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
16 Class Members to request exclusion from the Class Settlement. Any Class Member who submits a
17 Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class
18 Member who submits a timely and valid Request for Exclusion will not be bound by the Class
19 Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does
20 not affirmatively request exclusion from the Class Settlement by submitting a timely and valid
21 Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not
22 limited to those pertaining to the Released Class Claims, as well as any judgment that may be
23 entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all
24 PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA
25 Payment, irrespective of whether they submit a Request for Exclusion.

26 27. Objecting to the Class Settlement. To object to the Class Settlement, Settlement
27 Class Members must submit a timely and complete Notice of Objection to the Settlement
28 Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark

1 on the return mailing envelope will be the exclusive means to determine whether a Notice of
2 Objection has been timely submitted. The Settlement Administrator will certify jointly to Class
3 Counsel and Defendants' Counsel the number of Notices of Objection that are submitted (specifying
4 which ones were timely and complete and which were not), and also attach them to a declaration
5 that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of
6 the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to
7 object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement
8 Class Members, individually or through counsel, may also present their objection orally at the Final
9 Approval Hearing, regardless of whether they have submitted a Notice of Objection.

10 28. Reports by the Settlement Administrator. The Settlement Administrator shall provide
11 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
12 Notice Packets; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii)
13 the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
14 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
15 Administrator will provide to counsel for the Parties any updated reports regarding the
16 administration of the Settlement Agreement as needed or requested, and immediately notify the
17 Parties when it receives a request from an individual or any other entity regarding inclusion in the
18 Class and/or Settlement or regarding a Workweeks Dispute.

19 29. Defendants' Right to Rescind. If more than seven point five percent (7.5%) of the
20 Class Members submit timely and valid Requests for Exclusion, Defendant Penn Elcom, Inc. may
21 elect to rescind the Settlement Agreement. Defendant PennElcom, Inc. must exercise this right of
22 rescission in writing that is provided to Class Counsel within fourteen (14) calendar days of the
23 Settlement Administrator notifying the Parties of the number of Class Members who have submitted
24 timely and valid Requests for Exclusion following the Response Deadline. If Defendant Penn
25 Elcom, Inc. exercises this option, Defendant Penn Elcom, Inc. shall pay any costs of settlement
26 administration owed to the Settlement Administrator incurred up to that date.

27 30. Certification of Completion. Upon completion of administration of the Settlement,
28 the Settlement Administrator will provide a written declaration under oath to certify such completion

1 to the Court and counsel for all Parties.

2 31. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement.

3 After the Response Deadline, a Final Approval Hearing will be conducted to determine whether
4 Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
5 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
6 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
7 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
8 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
9 Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion
10 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
11 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 12 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
13 consummation of its terms and provisions;
- 14 b. Certification of the Settlement Class;
- 15 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 16 d. Approval of the application for Enhancement Payment to Plaintiff;
- 17 e. Directing Defendant Penn Elcom, Inc. to fund all amounts due under the
18 Settlement Agreement and ordered by the Court; and
- 19 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
20 conformity with California Rules of Court 3.769 and the Settlement Agreement.

21 32. Funding of the Gross Settlement Amount. No later than five (5) business days after
22 the Effective Date, Defendant Penn Elcom, Inc. will deposit the Gross Settlement Amount into a
23 Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et*
24 *seq.*, to be established by the Settlement Administrator. Defendant Penn Elcom, Inc. shall provide
25 all information necessary for the Settlement Administrator to calculate necessary payroll taxes
26 including its official name, 8-digit state unemployment insurance tax ID number, and other
27 information requested by the Settlement Administrator, no later than five (5) business days after the
28 Effective Date.

1 33. Distribution of the Gross Settlement Amount. Within five (5) business days of the
2 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
3 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA
4 Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and
5 Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator
6 shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and
7 withholding, and timely forward these to the appropriate government authorities.

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11 34. Settlement Checks. The Settlement Administrator will be responsible for undertaking
12 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by
13 way of check to the Settlement Class Members and the Individual PAGA Payments by way of check
14 to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments,
15 the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
16 Payment into one check if the intended recipient for both payments is one individual. Settlement
17 Class Members and PAGA Employees are not required to submit a claim to be issued an Individual
18 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
19 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
20 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
21 associated with such canceled checks shall be distributed by the Settlement Administrator to the
22 State of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or
23 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
24 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
25 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants
26 will not be required to pay any interest on such amounts. The Settlement Administrator shall
27 undertake amended and/or supplemental tax filings and reporting required under applicable local,
28 state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement
Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual

1 Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and
2 PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be
3 bound by the PAGA Settlement.

4 35. Class Settlement Release. Upon the Effective Date and full funding of the Gross
5 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully,
6 finally, and forever released, settled, compromised, relinquished, and discharged the Released
7 Parties of all Released Class Claims.

8 ///

9 ///

10 36. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
11 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all
12 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
13 relinquished, and discharged the Released Parties of all Released PAGA Claims.

14 37. Final Approval Order and Judgment. The Parties shall provide the Settlement
15 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
16 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website
17 for one hundred and eighty (180) calendar days. No individualized notice of the Final Approval
18 Order and Judgment to the Class will be required.

19 38. Continued Jurisdiction. The Court has jurisdiction over the Parties and the subject
20 matter of the Action. The Action includes claims that, while Defendants deny in their entirety,
21 would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the
22 Court has granted final approval of the Settlement and after the Court has ordered entry of the
23 judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule
24 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure,
25 for the sole purposes of addressing: (a) the interpretation and enforcement of the terms of the
26 Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be
27 appropriate under court rules or as set forth in this Settlement Agreement.

28 39. Effects of Termination or Rescission of Settlement. Termination or rescission of the

1 Settlement Agreement shall have the following effects:

2 a. The Settlement Agreement shall be void and shall have no force or effect, and
3 no Party shall be bound by any of its terms;

4 b. In the event the Settlement Agreement is terminated, Defendants shall have no
5 obligation to make any payments to any Party, Class Member, or attorney, except that the
6 terminating Party shall pay the Settlement Administrator for services rendered up to the date the
7 Settlement Administrator is notified that the Settlement has been terminated;

8 c. The Preliminary Approval Order, Final Approval Order and Judgment,
9 including any order certifying the Class, shall be vacated;

10 d. The Settlement Agreement and all negotiations, statements, and proceedings
11 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
12 restored to their respective positions in the Action prior to the execution of the Settlement
13 Agreement;

14 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
15 statements, or filings in furtherance of the Settlement (including all matters associated with the
16 mediation) shall be admissible or offered into evidence in the Action or any other action for any
17 purpose whatsoever; and

18 f. Any documents generated to bring the Settlement into effect, will be null and
19 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement
20 will likewise be treated as void from the beginning.

21 40. No Prior Assignments. The Parties and their counsel represent, covenant, and
22 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
23 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
24 action, cause of action or right herein released and discharged.

25 41. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
26 set forth in any attached exhibits, which are incorporated by this reference as though fully set forth
27 herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

28 42. Entire Agreement. This Settlement Agreement and any attached exhibits constitute
the entirety of the Parties' agreement relating to the settlement and transaction completed thereby,

1 and all prior or contemporaneous agreements, understandings, representations, and statements,
2 whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No
3 other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
4 The Parties expressly recognize California Civil Code § 1625 and California Code of Civil
5 Procedure § 1856(a), which provide that a written agreement is to be construed according to its
6 terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
7 extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this
8 Settlement Agreement.

9 43. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
10 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
11 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
12 Approval Hearing to be conducted by the Court.

13 44. Amendment or Modification. Prior to the filing of the motion for preliminary
14 approval of the Settlement, the Parties may not amend or modify any provision of this Settlement
15 Agreement except by written agreement signed by counsel for all Parties. After the filing of the
16 motion for preliminary approval of the Settlement, the Parties may not amend or modify any
17 provision of this Settlement Agreement except by written agreement signed by counsel for all the
18 Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement
19 Agreement will not constitute a waiver of any other provision.

20 45. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
21 and represent they are expressly authorized by the Parties whom they represent to negotiate this
22 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
23 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
24 documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that
25 they understand and have full authority to enter into this Settlement Agreement, and further intend
26 that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it
27 will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding
28 any mediation confidentiality provisions that otherwise might apply under state or federal law.

46. Signatories. It is agreed that because the members of the Class are so numerous, it is
impossible or impractical to have each Settlement Class Member or PAGA Employee execute this

1 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
2 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA
3 Settlement as to the PAGA Employees, and the releases provided for by this Settlement Agreement
4 shall have the same force and effect as if this Settlement Agreement were executed by each
5 Settlement Class Member and PAGA Employee.

6 47. Binding on Successors and Assigns. This Settlement Agreement will be binding
7 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
8 defined.

9 48. California Law Governs. All terms of this Settlement Agreement and attached
10 exhibits hereto will be governed by and interpreted according to the laws of the State of California.

11 ///

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

17 50. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
18 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
19 arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation,
20 taking into account all relevant factors, present and potential. The Parties further acknowledge that
21 they are each represented by competent counsel and that they have had an opportunity to consult
22 with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In
23 addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration
24 supporting the Settlement and the reasonableness of the Settlement and the Court may, in its
25 discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is
26 objectively fair and reasonable.

27 51. Invalidity of Any Provision. Before declaring any provision of this Settlement
28 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
possible consistent with applicable precedents so as to define all provisions of this Settlement

1 Agreement valid and enforceable. In the event that any one or more of the provisions contained in
2 this Agreement shall for any reason be held invalid, illegal, or unenforceable in any response, such
3 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants'
4 Counsel and Class Counsel, on behalf of the Parties, the Class, State of California, and PAGA
5 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
6 provision had never been included in this Agreement.

7 52. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
8 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully
9 cooperate to implement the Settlement.

10 53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
11 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
12 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
13 specifically deny, they have violated any federal, state, or local law; violated any regulations or
14 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
15 requirements; breached any contract; violated or breached any duty; engaged in any
16 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
17 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
18 negotiations connected with it, shall be construed as an admission or concession by Defendants of
19 any such violations or failures to comply with any applicable law. Except as necessary in a
20 proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its
21 terms and provisions shall not be offered or received as evidence in any action or proceeding to
22 establish any liability or admission on the part of Defendants or to establish the existence of any
23 condition constituting a violation of, or a non-compliance with, federal, state, local or other
24 applicable law.

25 54. Captions. The captions and paragraph numbers in this Settlement Agreement are
26 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
27 intent of the provisions of this Settlement Agreement.

28 55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms

1 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
2 construed more strictly against one Party than another merely by virtue of the fact that it may have
3 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
4 negotiations between the Parties, all Parties have contributed equally to the preparation of this
5 Settlement Agreement.

6 56. Representation By Counsel. The Parties acknowledge that they have been
7 represented by counsel throughout all negotiations that preceded the execution of this Settlement
8 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
9 counsel, and reviewed in full.

10 57. All Terms Subject to Final Court Approval. All amounts and procedures described in
11 this Settlement Agreement herein will be subject to final Court approval and entry of judgment. The
12 Parties agree to take all steps as may be reasonably necessary to secure both preliminary approval
13 and final approval of the Settlement, to the extent not inconsistent with the terms of this Agreement
14 and will not take any action adverse to each other in obtaining approval by the Court, and, if
15 necessary, appellate approval, of the Settlement in all respects. The Parties expressly agree that they
16 will not file any objection to the terms of the Settlement or assist or encourage any person or entity
17 to file such an objection. In the event it becomes impossible to secure approval of the Settlement, the
18 Parties shall be restored to their respective positions in the Action, as of the date on which the
19 Settlement was reached. The Parties will work together in good faith in an effort to reach a
20 settlement that will be granted approval by the Court, which may include attending mediation again.

21 58. Notices. All notices, demands, and other communications to be provided concerning
22 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
23 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger,
24 addressed as follows:

25 To Plaintiff and Class Counsel:

26 Karen I. Gold

kgold@blackstonepc.com

27 Noam Reiffman

nreiffman@blackstonepc.com

28 Marissa A. Mayhood

mmayhood@blackstonepc.com

1 Sara Pezeshkpour
2 spezeshkpour@blackstonepc.com
3 Alexandra Rose
4 arose@blackstonepc.com
5 **BLACKSTONE LAW, APC**
6 8383 Wilshire Boulevard, Suite 745
7 Beverly Hills, California 90211
8 Tel: (310) 622-4278 / Fax: (855) 786-6356

9 To Defendants:
10 Mimi Ahn
11 mahn@kahanafeld.com
12 Avi M. Attal
13 aattal@kahanafeld.com
14 Benjamin Smith
15 bsmith@kahanafeld.com
16 **KAHANA & FELD LLP**
17 2603 Main Street, Suite 900
18 Irvine, California 92614
19 Tel: (949) 812-4781 / Fax: (949) 652-3159

20 59. Cooperation and Execution of Necessary Documents. All Parties and their counsel
21 will cooperate with each other in good faith and use their best efforts to implement the Settlement,
22 including and not limited to, executing all documents to the extent reasonably necessary to
23 effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on
24 the form or content of any document needed to implement the Settlement Agreement, or on any
25 supplemental provisions that may become necessary to effectuate the terms of this Settlement
26 Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such
27 disagreement.

28 60. Binding Agreement. The Parties warrant that they understand and have full authority
to enter into this Settlement, and further intend that this Settlement Agreement will be fully
enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible
and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

IT IS SO AGREED.

PLAINTIFF EDGAR CORRAL



Dated: 07/14/2025

1 59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
2 cooperate with each other in good faith and use their best efforts to implement the Settlement,
3 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
4 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
5 content of any document needed to implement the Settlement Agreement, or on any supplemental
6 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
7 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

8 60. Binding Agreement. The Parties warrant that they understand and have full authority
9 to enter into this Settlement, and further intend that this Settlement Agreement will be fully
10 enforceable and binding on all Parties subject to Court approval, and agree that it will be admissible
11 and subject to disclosure in any proceeding to enforce its terms.

12 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
13 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

14 **IT IS SO AGREED.**

15 **PLAINTIFF EDGAR CORRAL**

16 Dated: 07/14/2025

17 
Edgar Corral

18 **DEPENDANT PENN ELCOM, INC.**

19 Dated: JUN 20, 2025

20 
Full Name: Paul Stratford

21 Title: CEO
22 On behalf of Penn Elcom, Inc.

23 **DEPENDANT OPTIMUM EMPLOYER**
24 **SOLUTIONS, LLC**

25 Dated: _____

26 Full Name: _____

27 Title: _____
28 On behalf of Optimum Employer Solutions,
LLC

1 Dated: _____

2 Edgar Corral

3 **DEFENDANT PENN ELCOM, INC.**

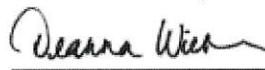
4
5 Dated: _____

6 Full Name: _____

7 Title: _____
8 On behalf of Penn Elcom, Inc.

9 **DEFENDANT OPTIMUM EMPLOYER
SOLUTIONS, LLC**

10 Dated: Jul 11, 2025

11 

12 Full Name: Deanna Wietor

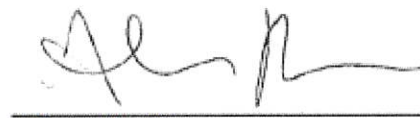
13 Title: VP of Client Experience

14 On behalf of Optimum Employer Solutions,
LLC

15 **APPROVED AS TO FORM ONLY:**

16 **BLACKSTONE LAW, APC**

17 Dated: July 16, 2025

18 

19 Alexandra Rose
Attorney for Plaintiff Edgar Corral
and Proposed Class Counsel

20 **KAHANA & FELD LLP**

21 Dated: July 11, 2025

22 

23 Mimi Ahn
Attorney for Defendants Penn Elcom, Inc. and
Optimum Employer Solutions, LLC

EXHIBIT 2

1 **AMENDMENT NO. 1 TO**

2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

3 This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered
4 into between Plaintiff Edgar Corral ("Plaintiff") and Defendants Penn Elcom, Inc. and Optimum
5 Employer Solutions, LLC (together, "Defendants") (collectively, with Plaintiff, the "Parties")
6 pursuant to Paragraph 44 of the Joint Stipulation of Class Action and PAGA Settlement ("Original
7 Agreement") entered into between the Parties on July 16, 2025.

8 **A. All instances of "PAGA Workweeks" in the Original Agreement are hereby**
9 **amended to state "PAGA Pay Periods".**

10 **B. All instances of "Workweeks Dispute" or "Workweeks Disputes" in the Original**
11 **Agreement are hereby amended to state "Workweeks/PAGA Pay Periods Dispute" or**
12 **"Workweeks/PAGA Pay Periods Disputes".**

13 **C. Paragraph 6.ee of the Original Agreement is hereby amended to state as follows:**

14 "PAGA Pay Periods" means the number of pay periods each PAGA Employee worked for
15 Defendant Penn Elcom, Inc. as an hourly-paid and/or non-exempt employee in California during the
16 PAGA Period. PAGA Pay Periods will be calculated by the Settlement Administrator by adding the
17 total number of PAGA Pay Periods worked by PAGA Employees from November 7, 2022 to
18 October 11, 2024.

19 **D. Paragraph 6.hh of the Original Agreement is hereby amended to state as follows:**

20 "Released Class Claims" means any and all claims, debts, liabilities, demands, obligations,
21 guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or
22 which reasonably could have been alleged based on the factual allegations in the Operative
23 Complaint, arising during the Class Period, under any federal, state, or local law, and shall
24 specifically include claims for Defendants' alleged failure to pay minimum wages, alleged failure to
25 pay overtime wages, alleged failure to provide compliant meal periods and premium payments in
26 lieu thereof, alleged failure to provide compliant rest periods and premium payments in lieu thereof,
27 alleged failure to timely pay wages during employment, failure to provide compliant wage
28

1 statements, alleged failure to timely pay wages upon termination, and alleged failure to reimburse
2 necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204,
3 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare
4 Commission Wage Orders, including *inter alia*, Wage Order 1-2001, and all claims for attorneys'
5 fees and costs and statutory interest in connection therewith, California Business and Professions
6 Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties,
7 pertaining to the Class Members.

8 **E. Paragraph 6.jj of the Original Agreement is hereby amended to state as follows:**

9 "Released Parties" means Defendants and their past, current, and/or future officers, directors,
10 members, managers, employees, parent companies, shareholders, subsidiaries, predecessors,
11 successors, and assigns.

12 **F. Paragraph 12 of the Original Agreement is hereby amended to state as follows:**

13 Settlement Administration Costs. The Settlement Administrator will be paid for the
14 reasonable costs of administration of the Settlement and distribution of payments under the
15 Settlement, which is currently not to exceed Four Thousand Five Hundred Dollars and Zero Cents
16 (\$4,500.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
17 approval, will include, *inter alia*, translating the Notice Packet to Spanish, printing, distributing, and
18 tracking Notice Packets and other documents for the Settlement, calculating and distributing
19 payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax
20 reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and
21 other duties and responsibilities set forth herein to process the Settlement, and as requested by the
22 Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated
23 amount stated herein, such excess amount will be deducted from the Gross Settlement Amount,
24 subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
25 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
26 Administrator to undertake the required settlement administration duties shall be reallocated to the
27 Net Settlement Amount for the benefit of the Settlement Class Members.
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2 **G. Paragraph 15 of the Original Agreement is hereby amended to state as follows:**

3 Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated
4 and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of
5 PAGA Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
6 Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to
7 yield the "PAGA Pay Period Value," and multiply each PAGA Employee's individual PAGA Pay
8 Periods by the PAGA Pay Period Value to yield each PAGA Employee's Individual PAGA
9 Payment.

10 H. The Notice of Class Action and PAGA Settlement attached to the Original
11 Agreement as "Exhibit A" is hereby replaced with the revised Notice of Class Action and
12 PAGA Settlement attached hereto as "Exhibit A."

13
14 Dated: 06/04/2026

PLAINTIFF EDGAR CORRAL

15
16 By: Edgar Corral
17 Edgar Corral

18
19
20 Dated: 04/06/2026

DEFENDANT PENN ELCOM, INC.

21
22 By: Philip Stratford
23 Philip Stratford (Jun 4, 2026 16:13:05 PDT)
24 Full Name: Philip Stratford
Title: CEO

25 Dated: 06/04/2026

DEFENDANT OPTIMUM EMPLOYER
26 SOLUTIONS, LLC

27 By: Deanna Wietor
28 Full Name: Deanna Wietor
Title: VP of Client Exper

1
2 Dated: January 23, 2026

BLACKSTONE LAW, APC

3
4 By: /s/ Alexandra Rose

Karen I. Gold

5 Marissa A. Mayhood

6 Noam Y. Reiffman

Alexandra Rose

7 Jasmine Y. Kianfard

8 Attorneys for Plaintiff Edgar Corral

9
10 Dated: January 23, 2026

KAHANA & FELD LLP

11
12 By: /s/ Mimi Ahn

Mimi Ahn

13 Attorneys for Defendants Penn Elcom, Inc.
14 and Optimum Employer Solutions, LLC
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EXHIBIT 3

1 **AMENDMENT NO. 2 TO**

2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

3 This Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement is entered
4 into between Plaintiff Edgar Corral ("Plaintiff") and Defendants Penn Elcom, Inc. and Optimum
5 Employer Solutions, LLC (together, "Defendants") (collectively, with Plaintiff, the "Parties")
6 pursuant to Paragraph 44 of the Joint Stipulation of Class Action and PAGA Settlement entered into
7 between the Parties on July 16, 2025.

8 A. The Notice of Class Action and PAGA Settlement attached to Amendment No. 1
9 to Joint Stipulation of Class Action and PAGA Settlement as "Exhibit A" is hereby replaced
10 with the revised Notice of Class Action and PAGA Settlement attached hereto as "Exhibit A."

11
12 Dated: 06/04/2026

PLAINTIFF EDGAR CORRAL

13
14 By: Edgar Corral
15 Edgar Corral

16 Dated: 04/06/2026

DEFENDANT PENN ELCOM, INC.

17
18 By: Philip Stratford
19 Philip Stratford (Jun 4, 2026 16:12:09 PDT)
20 Full Name: Philip Stratford
21 Title: CEO

22 Dated: 06/04/2026

**DEFENDANT OPTIMUM EMPLOYER
SOLUTIONS, LLC**

23 By: Deanna Wietor
24 Full Name: Deanna Wietor
25 Title: VP of Client Exper

26 Dated: May 13, 2026

BLACKSTONE LAW, APC

27 By: /s/ Jasmine Y. Kianfard
28 Karen I. Gold

1 Marissa A. Mayhood
2 Noam Y. Reiffman
3 Alexandra Rose
4 Jasmine Y. Kianfard

Attorneys for Plaintiff Edgar Corral

5
6 Dated: May 13, 2026

KAHANA & FELD LLP

7
8 By: /s/ Mimi Ahn
9 Mimi Ahn

10 Attorneys for Defendants Penn Elcom, Inc. and
11 Optimum Employer Solutions, LLC
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EXHIBIT 4

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Edgar Corral v. Penn Elcom, Inc., et al.
Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' 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 Pay Periods that you are credited with, if you so choose.

YOU HEREBY ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Edgar Corral ("Plaintiff") and Defendants Penn Elcom, Inc. and Optimum Employer Solutions, LLC (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Edgar Corral v. Penn Elcom, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC ("Action"), which may affect your legal rights.

I. IMPORTANT DEFINITIONS

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

"Class Period" means the period from November 17, 2019 through August 15, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims (defined below).

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

"PAGA Period" means the period from November 7, 2022 through August 15, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims (defined below).

BACKGROUND OF THE ACTION

On November 7, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On November 17, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On January 12, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("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 Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages 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.

Defendants deny all of the allegations in the Action and/or that they 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, Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement, and Amendment No. 2 to Joint Stipulation of Class Action

and PAGA Settlement (collectively, "Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], 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 Edgar Corral as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Sara Pezeshkpour
Noam Y. Reiffman
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, 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.

SUMMARY OF THE PROPOSED SETTLEMENT

Settlement Formula

The total gross settlement amount is One Hundred Fifty Thousand Dollars (\$150,000.00) (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 Forty-Five Thousand Dollars and Zero Cents (\$45,000.00), and reimbursement of litigation costs and expenses, not to exceed Fifteen Thousand Dollars (\$15,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Five Thousand Dollars (\$5,000.00) to Plaintiff for his services in the Action; (3) the amount of Ten Thousand Dollars (\$10,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$7,500.00) ("LWDA Payment") and the remaining 25% (\$2,500.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00) 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 Penn Elcom, Inc. 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").

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 pay periods each PAGA Employee worked

for Defendant Penn Elcom, Inc. as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period 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 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.**

Your Workweeks and PAGA Pay Periods (if applicable) Based on Defendants’ Records

According to Defendants’ records:

- **From November 17, 2019 through August 15, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks for Defendant Penn Elcom, Inc.**
- **From November 7, 2022 through August 15, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods for Defendant Penn Elcom, Inc.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks/PAGA Pay Periods Dispute”). The Workweeks/PAGA Pay Periods Dispute must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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 Pay Periods 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 [REDACTED]**.

Absent evidence rebutting the accuracy of Defendants’ records and data as they pertain to the number of Workweeks and/or PAGA Workweeks to be credited to a disputing Class Member, Defendants’ records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Workweeks that the disputing Class Member should be credited with under the Settlement.

The Parties will file with the Court all Workweeks/PAGA Pay Periods Disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding any Workweeks/PAGA Pay Periods Disputes, the Court may review any decision made by the Settlement Administrator regarding any Workweeks/PAGA Pay Periods Disputes.

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 Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[REDACTED]. 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 issues final approval of the Settlement.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED] and will only be distributed if the Court issues final approval of the Settlement.

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.

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, settled, compromised, relinquished, and discharged 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, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which reasonably could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendants’ alleged failure to pay minimum wages, alleged failure to pay overtime wages, alleged failure to provide compliant meal periods and premium payments in lieu thereof, alleged failure to provide compliant rest periods and premium payments in lieu thereof, alleged failure to timely pay wages during employment, alleged failure to provide compliant wage statements, alleged failure to timely pay wages upon termination, and alleged failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations 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.*, including all claims for attorneys’ fees and costs related thereto, for Defendants’ alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001.

“Released Parties” means Defendants and their past, current, and/or future, officers, directors, members, managers, employees, parent companies, shareholders, subsidiaries, predecessors, successors, and assigns.

WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

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.

Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the accompanied Request for Exclusion Form (both of which are referred to as a "Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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 [Response Deadline]**.

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.

PAGA Employees cannot request exclusion from 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. PAGA Employees will be bound to the PAGA Settlement even if they do not cash their Individual PAGA Payments.

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, as described below, or by completing and submitting the accompanied Notice of Objection Form (both of which are referred to as a "Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Corral v. Penn Elcom, Inc., et al.*, Case No. 30-2023-01363928-CU-OE-CXC); (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 [Response Deadline]**.

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

FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX105 of the Orange County Superior Court, located at Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701, on October 8, 2026, at 2:00 p.m., 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.

You can find more information regarding appearing remotely through Zoom online at: <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>

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 for a fee by using the computer terminals at the Central Justice Center, 700 Civic Center Drive West, Santa Ana, California 92701. The documents filed in the Action can also be accessed online at the Orange County Superior Court's website, known as "Public Case Access System," at the following web address:

<https://civilwebshopping.occourts.org/Login.do>

You may also visit the Settlement Administrator's website at [settlement administrator's website] for more information and documents relating to the Settlement, including the Settlement Agreement, Class Notice, Request for Exclusion Form, Notice of Objection Form, Operative Complaint, PAGA Letter, Preliminary Approval Order, and Final Approval Order and Judgment. The Final Approval Order and Judgment will be posted on the Settlement Administrator's website for a period of one hundred and eighty (180) calendar days.

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: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA Y DE PAGA

Edgar Corral v. Penn Elcom, Inc., et al.

Tribunal Superior del Condado de Orange, Caso No. 30-2023-01363928-CU-OE-CXC

LEA ATENTAMENTE ESTE AVISO DE CLASE.

Usted ha recibido este Aviso de Demanda Colectiva porque los registros de los Demandados indican que usted puede ser elegible para tomar parte en el acuerdo de demanda colectiva alcanzado en el caso arriba referenciado.

No es necesario que realice ninguna acción para recibir un pago del acuerdo.

Este Aviso de Demanda Colectiva está diseñado para informarle de sus derechos y opciones con respecto a la conciliación y cómo puede solicitar ser excluido del Acuerdo Colectivo, objetar al mismo y/o impugnar el número de Semanas Laborales y/o Periodos de Pago de PAGA que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de demanda colectiva y representativa entre Edgar Corral (“Demandante”) y Penn Elcom, Inc. y Optimum Employer Solutions, LLC (en conjunto, los “Demandados”) (el Demandante y los Demandados se denominan colectivamente las “Partes”) en el caso titulado “*Edgar Corral v. Penn Elcom, Inc., et al.*”, Tribunal Superior del Condado de Orange, Caso No. 30-2023-01363928-CU-OE-CXC (“Demanda”), que puede afectar sus derechos legales.

II. DEFINICIONES IMPORTANTES

“**Clase**” o “**Miembro(s) de Clase**” significa todos los empleados actuales y exempleados pagados por hora y/o no exentos que trabajaron para el Demandado Penn Elcom, Inc. en el Estado de California en cualquier momento durante el Período de Clase.

“**Periodo de Clase**” significa el periodo comprendido entre el 17 de noviembre de 2019 y el 15 de agosto de 2024.

“**Acuerdo de Demanda Colectiva**” significa el acuerdo y la resolución de todas las Reclamaciones Liberadas de Clase (definidas a continuación).

“**Empleado(s) de PAGA**” se refiere a todos los empleados actuales y/o exempleados pagados por hora o no exentos que trabajaron para el Demandado Penn Elcom, Inc. en el Estado de California en cualquier momento durante el Período de PAGA.

“**Periodo de PAGA**” significa el periodo comprendido entre el 7 de noviembre de 2022 y el 15 de agosto de 2024.

“**Acuerdo de PAGA**” significa el acuerdo y la conciliación de todas las Reclamaciones Liberadas de PAGA (definidas a continuación).

II. ANTECEDENTES DE LA DEMANDA

El 7 de noviembre de 2023, el Demandante notificó por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”) y a los Demandados las disposiciones específicas del Código Laboral de California que el Demandante sostiene que fueron violadas (“Carta de PAGA”). El 17 de noviembre de 2023, el Demandante inició una demanda colectiva putativa mediante la presentación de una Denuncia Colectiva por Daños y Perjuicios. El 12 de enero de 2024, el Demandante presentó una Primera Enmienda de Denuncia Colectiva y Representativa (“Denuncia Operativa”), añadiendo una causa de acción en virtud de la Ley de Fiscales Generales Privados de 2004 de conformidad con el Código Laboral de California, Artículo 2698, y sig. (“PAGA”).

El Demandante alega que los Demandados no pagaron correctamente los salarios mínimos y las horas extras, no proporcionaron pausas para comer y descansar y las primas asociadas, no pagaron a tiempo los salarios tras la terminación del empleo y las sanciones por tiempo de espera asociadas, no proporcionaron boletas de pago precisos y no reembolsaron los gastos comerciales, y por lo tanto incurrieron en prácticas comerciales desleales en violación del Código de Negocios y Profesiones de California, artículo 17200 y sig. y conducta que da lugar a sanciones en virtud de PAGA. El Demandante solicita, entre otras cosas, la recuperación de los salarios y las primas por períodos de descanso y comidas impagados, los gastos empresariales no reembolsados, la restitución, las sanciones, los intereses y los honorarios y costos de los abogados.

Los Demandados niegan todas las alegaciones de la Demanda y/o que hayan infringido alguna ley.

Las Partes participaron en una mediación con un respetado mediador de demandas colectivas y, como resultado, alcanzaron un acuerdo. Desde entonces, las Partes han suscrito una Estipulación Conjunta de Demanda Colectiva y un Acuerdo de PAGA, así como la Enmienda No. 1 a la Estipulación Conjunta de Acuerdo de Demanda Colectiva y de PAGA (conjuntamente, “Acuerdo” o “Acuerdo de Conciliación”).

El [Fecha de Aprobación Preliminar], el Tribunal dictó una orden aprobando preliminarmente el Acuerdo. El Tribunal ha designado a Apex Class Action LLC como administrador del Acuerdo (“Administrador del Acuerdo”), al Demandante Edgar Corral como representante de la Clase (“Representante de la Clase”), y a los siguientes abogados del Demandante para representar la Clase (“Abogados de la Clase”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Sara Pezeshkpour
Noam Y. Reiffman
Alexandra Rose

El Acuerdo representa un compromiso y una conciliación de reclamaciones muy controvertidas. Nada en el Acuerdo pretende ser o será interpretado como una admisión por parte de los Demandados de que las reclamaciones en la Demanda tienen fundamento o de que los Demandados tienen alguna responsabilidad ante el Demandante, los Miembros de la Clase o los Empleados de PAGA. El Demandante, los Demandados y sus respectivos abogados han llegado a la conclusión de que, a la luz de los riesgos e incertidumbres para cada parte de continuar con el litigio, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros de la Clase, el Estado de California y los Empleados de PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El importe total del acuerdo asciende a ciento cincuenta mil dólares (\$150,000.00) (el “Monto Bruto del Acuerdo”). La parte del Monto Bruto del Acuerdo disponible para el pago a los Miembros de la Clase se denomina “Monto Neto del Acuerdo”. El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos, que están sujetos a la aprobación del Tribunal: (1) los honorarios de los abogados, por un importe que no superará cuarenta y cinco mil dólares (\$45,000.00), y el reembolso de los costes y gastos del litigio, que no superará los quince mil dólares (\$15,000.00) para los Abogados de la Clase; (2) Pago de Incentivo que no superará los cinco mil dólares (\$5,000.00) para el Demandante por sus servicios en la Demanda; (3) diez mil dólares (\$10,000.00) destinados a sanciones civiles en virtud de la Ley de Fiscales Generales Privados (“Cantidad de PAGA”), de la cual se pagará a la LWDA el 75% (\$7,500.00) (“Pago LWDA”) y el 25% restante (\$2,500.00) se distribuirá entre los Empleados de PAGA (“Cantidad de Empleado de PAGA”); y (4) Costos de Administración del Acuerdo que no superará los cuatro mil quinientos dólares (\$4,500.00) al Administrador del Acuerdo.

Los Miembros de la Clase son elegibles para recibir el pago conforme al Acuerdo Colectivo de su parte *proporcional* del Monto Neto del Acuerdo (“Parte Individual del Acuerdo”) en base al número de semanas que cada Miembro de la Clase trabajó para el Demandado Penn Elcom, Inc., como empleado pagado por hora y/o no exento en California durante el Período de Clase (“Semanas Laborales”). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo entre las Semanas Laborales de todos los Miembros de la Clase para obtener el “Valor Estimado de Semana Laboral”, y ha multiplicado las Semanas Laborales de cada Miembro de la Clase por el Valor Estimado de Semana Laboral para obtener la Parte Individual del Acuerdo estimada que cada Miembro de la Clase puede tener derecho a recibir en virtud del Acuerdo de Demanda Colectiva (que se enumera en la Sección III.C a continuación). A los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y a tiempo (“Miembros del Acuerdo Colectivo”) se les emitirá su Pago Individual del Acuerdo final.

Cada Pago Individual del Acuerdo se asignará en un veinte por ciento (20%) en concepto de salario, que se declarará en un formulario W-2 del IRS, y en un ochenta por ciento (80%) en concepto de sanciones, intereses y daños y perjuicios no salariales, que se declararán en un formulario 1099 del IRS (si procede). Cada Pago Individual del Acuerdo estará sujeto a una reducción, por parte del empleado, de los impuestos sobre planilla y las retenciones aplicables a la parte correspondiente a los salarios de los Pagos Individuales del Acuerdo, lo que resultará en un pago neto al Miembro de Clase del Acuerdo (“Pago Individual del Acuerdo”).

Los Empleados de PAGA son elegibles para recibir el pago conforme al Acuerdo de PAGA de su parte *prorrataada* de la Cantidad del Empleado de PAGA (“Pago Individual de PAGA”) basado en el número de periodos de pago que cada Empleado de PAGA trabajó para el Demandado Penn Elcom, Inc., como empleado pagado por hora y/o no exento en California durante el Período de PAGA (“Períodos de Pago de PAGA”). El Administrador del Acuerdo ha dividido la Cantidad del Empleado PAGA, es decir, el 25% del Importe de PAGA, entre los Períodos de Pago de PAGA de todos los Empleados de PAGA para obtener el “Valor del Período de Pago de PAGA”, y ha multiplicado los Períodos de Pago de PAGA individuales de cada Empleado de PAGA por el Valor del Período de Pago de PAGA para obtener el Pago Individual de PAGA de cada Empleado de PAGA.

Cada Pago Individual de PAGA se asignará como sanciones del cien por ciento (100 %) y no estará sujeto a retenciones y se declarará en el formulario 1099 del IRS (si procede).

Si el Tribunal concede la aprobación definitiva del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros de la Clase del Acuerdo, y los Pagos Individuales de PAGA se enviarán por correo a los Empleados de PAGA a las direcciones registradas ante el Administrador del Acuerdo. **Si la dirección a la que se envió este Aviso de Demanda Colectiva no es correcta, o si se muda después de recibirlo, debe proporcionar al Administrador del Acuerdo su dirección correcta lo antes posible para asegurarse de recibir cualquier pago al que tenga derecho en virtud del Acuerdo.**

B. Sus Semanas Laborales y Periodos de Pago de PAGA (si procede) basados en los registros de los Demandados

Según los registros de los Demandados:

- Desde el 17 de noviembre de 2019 hasta el 15 de agosto de 2024 (es decir, el Período de Clase), se le acredita haber trabajado [REDACTED] Semanas Laborales para el Demandado Penn Elcom, Inc.
- Desde el 7 de noviembre de 2022 hasta el 15 de agosto de 2024 (es decir, el Período de PAGA), se le acredita haber trabajado [REDACTED] Periodos de Pago de PAGA para el Demandado Penn Elcom, Inc.

Si desea impugnar las Semanas Laborales y/o los Períodos de Pago de PAGA que se le han acreditado, debe presentar su impugnación por escrito al Administrador del Acuerdo (“Impugnación de Semanas Laborales/Períodos de Pago de PAGA”). La Impugnación debe contener: (a) el nombre del caso y el número de la Demanda(*Corral v. Penn Elcom, Inc., et al.*, Caso No. 30-2023-01363928-CU-OE-CXC); (b) su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que impugna el número de Semanas Laborales y/o Períodos de Pago de PAGA que se le acreditaron y cuál es el número correcto que considera tener; y (d) devolverla por correo al Administrador del Acuerdo a la dirección especificada que aparece en la Sección IV.B, con sello postal fechado a más tardar el **Fecha Límite de Respuesta**.

En ausencia de pruebas que refuten la exactitud de los registros y datos de los Demandados respecto del número de Semanas Laborales y/o Semanas Laborales de PAGA que deben acreditarse a un Miembro de la Clase en disputa, se presumirá que los registros de los Demandados son correctos y determinantes para la impugnación. Sin embargo, si un Miembro de Clase presenta información y/o documentos que demuestren lo contrario, el Administrador del Acuerdo evaluará los materiales presentados por el Miembro de la Clase y determinará el número de Semanas Laborales y/o Semanas Laborales de PAGA elegibles que deben acreditarse al Miembro de la Clase en disputa en virtud del Acuerdo.

Las Partes presentarán ante el Tribunal todas las Impugnaciones de Semanas Laborales/Períodos de Pago de PAGA presentadas por los Miembros de la Clase, las pruebas presentadas y la resolución de dichas impugnaciones. Aunque el Administrador del Acuerdo puede tomar la decisión inicial respecto de cualquier Impugnación de Períodos de Pago de Semanas Laborales/PAGA, el Tribunal puede revisar dicha decisión.

C. Estimado de su Parte Individual del Acuerdo y Pago Individual de PAGA (si hubiera)

Como se ha explicado anteriormente, el estimado de su Parte Individual del Acuerdo y de su Pago Individual de PAGA (si hubiera) se basa en el número de Semanas Laborales y de Períodos de Pago de PAGA (si procede) que se le acrediten.

Según los términos del Acuerdo, su Parte Individual del Acuerdo se estima en \$ [REDACTED]. La Parte Individual del Acuerdo está sujeta a la reducción de la parte de los impuestos y retenciones del empleado respecto de la parte de los salarios de la Parte Individual del Acuerdo, y sólo se distribuirá si el Tribunal emite la aprobación final del Acuerdo.

Según los términos del Acuerdo, su Pago Individual de PAGA se estima en \$ [REDACTED] y sólo se distribuirá si el Tribunal emite la aprobación final del Acuerdo.

El proceso de aprobación del acuerdo puede tomar varios meses. Su Parte Individual del Acuerdo y su Pago Individual de PAGA (si procede), reflejados en este Aviso de Demanda Colectiva, son solo estimaciones. Su Parte Individual del Acuerdo y su Pago Individual de PAGA real (si hubiera) pueden variar.

D. Liberación de Reclamaciones

A partir de la Fecha de Entrada en Vigor y de la financiación íntegra del Monto Bruto del Acuerdo, se considerará que el Demandante y todos los Miembros del Acuerdo Colectivo han liberado, resuelto, renunciado y exonerado de forma plena, definitiva y para siempre a las Partes Exoneradas de todas las Reclamaciones Liberadas de Clase.

A partir de la Fecha de Entrada en Vigor y de la financiación completa del Monto Bruto del Acuerdo, se considerará que el Demandante, el Estado de California con respecto a todos los Empleados de PAGA han liberado, resuelto, renunciado y exonerado de forma completa, definitiva y para siempre a las Partes Exoneradas de todas las Reclamaciones Liberadas de PAGA.

Las “Reclamaciones Liberadas de Clase” se refieren a todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, garantías, costos, gastos, honorarios de abogados, daños y perjuicios o causas de acción que se alegaron o que razonablemente podrían haberse alegado sobre la base de las alegaciones de hecho en la Denuncia Operativa, que surgieron durante el Período de Clase, en virtud de cualquier ley federal, estatal o local, e incluirán específicamente reclamaciones por la supuesta falta de pago de salarios mínimos por parte de los Demandados, la supuesta falta de pago de salarios por horas extra, presunto incumplimiento de la obligación de proporcionar períodos de comida conformes y pagos de primas en su lugar, presunto incumplimiento de la obligación de proporcionar períodos de descanso conformes y pagos de primas en su lugar, presunto incumplimiento de la obligación de pagar puntualmente los salarios durante el empleo, presunto incumplimiento de la obligación de proporcionar talones de pago conformes, presunto incumplimiento de la obligación de pagar puntualmente los salarios al término del contrato, y supuesto incumplimiento del reembolso de gastos comerciales necesarios en violación del Código Laboral de California, secciones 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800 y 2802, y las Órdenes Salariales de la Comisión de Bienestar Industrial, incluida, *entre otras*, la Orden Salarial 1-2001, y todas las reclamaciones de honorarios de abogados y costos e intereses legales en relación con la misma, Código de Negocios y Profesiones de California, sección 17200 y *sig.*, y cualquier otra reclamación, incluidas las reclamaciones por sanciones legales, relativas a los Miembros de la Clase.

Las “Reclamaciones Liberadas de PAGA” se refieren a todas y cada una de las reclamaciones que surjan de cualquiera de las alegaciones de hecho de la Carta de PAGA, que surjan durante el Período de PAGA, por sanciones civiles en virtud de la Ley de Fiscales Generales Privados de 2004, Código Laboral de California, Artículos 2698 y *sig.*, incluyendo todas las reclamaciones por honorarios de abogados y costos relacionados, por la supuesta falta de pago de salarios mínimos por parte de los Demandados, la falta de pago de salarios por horas extras, la falta de provisión de períodos de comida y pagos de primas en lugar de los mismos, la falta de

provisión de períodos de descanso y pagos de primas en lugar de los mismos, la falta de pago oportuno de salarios durante el empleo, la falta de provisión de talones de pago, la falta de pago oportuno de salarios tras la terminación y la falta de reembolso de gastos comerciales necesarios en violación de las secciones 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, y 2802, del Código Laboral de California y las Órdenes salariales de la Comisión de Bienestar Industrial, incluida, *entre otras*, la Orden salarial 1-2001.

Las "Partes Exoneradas" se refieren a los Demandados y sus funcionarios, directores, miembros, gerentes, empleados, compañías matrices, accionistas, subsidiarias, predecesores, sucesores y cesionarios pasados, presentes y/o futuros.

IV. DERECHOS Y OPCIONES COMO MIEMBRO DE CLASE

A. Participar en el Acuerdo

Si desea participar en el Acuerdo Colectivo y recibir un pago por él, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago Individual del Acuerdo, a menos que decida excluirse de él.

A menos que elija excluirse del Acuerdo de Demanda Colectiva y si el Tribunal concede la aprobación definitiva del Acuerdo, quedará vinculado por los términos de este y por cualquier sentencia que el Tribunal pueda dictar con base en el mismo, y liberará las Reclamaciones Liberadas de Clase contra las Partes Exoneradas según se describe en la Sección III.D anterior.

Si es un Empleado de PAGA y el Tribunal concede la aprobación definitiva del Acuerdo, se incluirá automáticamente en el Acuerdo de PAGA y se le emitirá su Pago Individual de PAGA. Esto significa que quedará obligado por los términos del Acuerdo de PAGA y por cualquier sentencia que el Tribunal pueda dictar con base en el mismo, y que liberará las Reclamaciones Liberadas de PAGA contra las Partes Exoneradas según se describe en la Sección III.D anterior.

Como Miembro de la Clase y Empleado de PAGA (si hubiera), no será responsable, por separado, del pago de los honorarios de abogado ni de los costos y gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de sus propios honorarios y gastos de abogado.

B. Solicitud de exclusión del Acuerdo Colectivo

Los Miembros de la Clase pueden solicitar ser excluidos presentando una carta en la que indiquen que solicitan ser excluidos del Acuerdo Colectivo, tal como se describe a continuación, o completando y presentando el Formulario de Solicitud de Exclusión adjunto (en adelante, se denominará "Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

Apex Class Action
PO Box 54668, Irvine, CA 92619

La Solicitud de Exclusión debe contener: (a) el nombre y el número de caso de la Demanda (*Corral v. Penn Elcom, Inc., et al.*, Caso No. 30-2023-01363928-CU-OE-CXC); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que no desea ser incluido en el Acuerdo Colectivo; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con fecha de sello postal **a más tardar el Fecha Límite de Respuesta.**

Si el Tribunal concede la aprobación definitiva del Acuerdo, a cualquier Miembro de Clase que presente una Solicitud de Exclusión válida y a tiempo no se le emitirá un Pago Individual del Acuerdo, no estará vinculado por el Acuerdo Colectivo (y la exención de las Reclamaciones Liberadas de Clase descritas en la Sección III.D anterior), y no tendrá ningún derecho a objetar, apelar o comentar el Acuerdo Colectivo.

Los Empleados de PAGA no pueden solicitar la exclusión del Acuerdo de PAGA (y de la liberación de las Reclamaciones Liberadas de PAGA descritas en la Sección III.D anterior) y seguirán recibiendo un Pago Individual de PAGA, independientemente de si presentan una Solicitud de Exclusión. Los Empleados de PAGA estarán sujetos al Acuerdo de PAGA, aunque no cobren sus Pagos Individuales de PAGA.

C. Objetar el Acuerdo Colectivo

Puede objetar al Acuerdo Colectivo siempre que no haya presentado una Solicitud de Exclusión, mediante una objeción por escrito, tal como se describe a continuación, o completando y presentando el Formulario de Aviso de Objeción adjunto (ambos se denominan "Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe contener: (a) el nombre y el número de la Demanda (*Corral v. Penn Elcom, Inc., et al.*, Caso No. 30-2023-01363928-CU-OE-CXC); (b) su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguridad Social; (c) una declaración por escrito de todos los motivos de la objeción, acompañada de cualquier apoyo legal para dicha objeción; (d) copias de todos los documentos, escritos u otros documentos en los que se base la objeción; y (e) devolverse por correo al Administrador del Acuerdo a la dirección especificada que aparece en la Sección IV.B anterior, con sello postal **a más tardar el Fecha Límite de Respuesta.**

También puede comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado o no un Aviso de Objeción.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento CX105 del Tribunal Superior del Condado de Orange, ubicado en el Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701, el **8 de octubre del 2026**, a las **2:00p.m.**, para determinar si el Acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal que apruebe y conceda los honorarios y las costas a los Abogados de Clase, el Pago de Incentivo al Demandante y los Gastos de Administración al Administrador del Acuerdo.

La Audiencia de Aprobación Final podrá continuar sin previo aviso a los Miembros de la Clase y a los Empleados de PAGA. No es necesario que comparezca en la Audiencia de Aprobación Final, aunque puede hacerlo si lo desea.

Puede encontrar más información sobre la comparecencia remota a través de Zoom en: <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Conciliación, debe consultar el Acuerdo detallado y otros documentos, registrados en los archivos del Tribunal.

Puede ver el Acuerdo de Conciliación y otros documentos presentados en la Demanda a cambio de una tarifa en las terminales de computadora del Centro de Justicia Central, en 700 Civic Center Drive West, Santa Ana, California 92701. También puede acceder en línea a los documentos presentados en la Demanda en el sitio web del Tribunal Superior del Condado de Orange, conocido como "*Public Case Access System*", en el siguiente sitio web:

<https://civilwebshopping.occourts.org/Login.do>

Si no, puede visitar el sitio web del Administrador en **[sitio web]** para obtener más detalles y documentos relacionados con el Acuerdo, incluidos el Acuerdo de Conciliación, el Aviso de Demanda, el Formulario de Solicitud de Exclusión, el Formulario de Aviso de Objeción, la Denuncia Operativa, la Carta de PAGA, la Orden de Aprobación Preliminar, así como la de Aprobación Final y la Sentencia. La Orden de Aprobación Final y la Sentencia estarán publicadas en el sitio web por ciento ochenta (180) días calendario

POR FAVOR, NO LLAME NI AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO DE TELÉFONO GRATUITO: **1-800-355-0700, O TAMBIÉN PUEDE PONERSE EN CONTACTO CON EL ABOGADO DE CLASE.**

EXHIBIT 5

REQUEST FOR EXCLUSION FORM

Edgar Corral v. Penn Elcom, Inc., et al.

Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC

USE THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

I request to be excluded from the class action settlement in the matter of *Edgar Corral v. Penn Elcom, Inc., et al.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Employee, I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Phone Number: _____

Signature: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action.

FORMULARIO DE SOLICITUD PARA EXCLUSIÓN

Edgar Corral v. Penn Elcom, Inc., et al.

Tribunal Superior del Condado de Orange, Caso No. 30-2023-01363928-CU-OE-CXC

USE ESTE FORMULARIO SOLO SI DESEA EXCLUIRSE DEL ACUERDO COLECTIVO.

Si desea excluirse del Acuerdo Colectivo, lea y firme la siguiente declaración y devuelva este formulario al Administrador del Acuerdo, por correo postal, con sello postal a más tardar el **Fecha Límite de Respuesta**, a la siguiente dirección postal:

Apex Class Action

PO Box 54668, Irvine, CA 92619

Deseo excluirse del acuerdo de demanda colectiva en el asunto de *Edgar Corral v. Penn Elcom, Inc., et al.* Comprendo que, al excluirme de este, no estaré vinculado al acuerdo ni a la liberación de las Reclamaciones Liberadas de Clase, ni recibiré un Pago Individual del Acuerdo. Comprendo también que, independientemente de si soy un Empleado de PAGA, siempre seré vinculado por el acuerdo y la liberación de las Reclamaciones Liberadas de PAGA y recibiré un Pago Individual de PAGA.

Fecha: _____

Nombre Completo: _____

Dirección: _____

Teléfono: _____

Firma: _____

Si no desea excluirse del Acuerdo Colectivo (y recibir un pago del Acuerdo Colectivo), no debe devolver este formulario – no necesita realizar ninguna acción.

EXHIBIT 6

NOTICE OF OBJECTION FORM

Edgar Corral v. Penn Elcom, Inc., et al.

Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC

USE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection (space is provided below for doing so), accompanied by any legal support for such objection and copies of any papers, briefs, or other documents upon which your objection is based, sign and return this form to the Settlement Administrator, by mail, postmarked on or before **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

I wish to object to the Class Settlement on the following grounds:

Full Name: _____

Date: _____

Address: _____

Phone Number: _____

Signature: _____

If you do not wish to object to the Class Settlement – you do not need to take any action.

AVISO DE FORMULARIO DE OBJECCIÓN

Edgar Corral v. Penn Elcom, Inc., et al.

Tribunal Superior del Condado de Orange, Caso No. 30-2023-01363928-CU-OE-CXC

USE ESTE FORMULARIO SOLO SI DESEA OBJETAR AL ACUERDO COLECTIVO.

Si desea objetar al Acuerdo Colectivo, debe mencionar todas las bases de su objeción (se le ha proporcionado un espacio para hacerlo), acompañado por cualquier respaldo legal para dicha objeción y copias de cualquier documentación, datos o cualquier otra documentación en la cual su objeción se basa, firme y devuelva este formulario al Administrador del Acuerdo, por correo postal, con sello postal a más tardar el **Fecha Límite de Respuesta**, a la siguiente dirección postal:

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

Deseo objetar al Acuerdo Colectivo de acuerdo con lo siguiente:

Nombre Completo: _____

Fecha: _____

Dirección: _____

Teléfono: _____

Firma: _____

Si no desea objetar al Acuerdo Colectivo, no debe realizar ninguna acción.

EXHIBIT 5

- *Carla Recinos Castillo, et al. v. Radiant Services Corp., et al.*, Los Angeles County Superior Court, Case No. 22STCV37683, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Eduardo Venegas v. Ionis Pharmaceuticals, Inc.*, Los Angeles County Superior Court, Case 24STCV12702, approved as counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Marissa Riemann v. Quantum Design, Inc., et al.*, San Diego County Superior Court, Case No. 24CU009870C, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jossue Morentin, et al. v. Andros Engineering Corporation*, Kern County Superior Court, Case No. BCV-25-101034, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Urbano Zavala Lopez v. Food for Life*, Riverside County Superior Court, Case No. CVRI2305901, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Demaris Masadas v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure*, Orange County Superior Court, Case No. 30-2023-01354556-CU-OE-CXC, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court, Case No. 24STCV07567, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Frank Breckenridge v. Pacific Material Handling Solutions, Inc.*, Alameda County Superior Court, Case No. 24CV070227, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gina Harris v. Arhaus, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV24656, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.*, Los Angeles County Superior Court, Case No. 24STCV16050, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group, et al.*, Santa Barbara County Superior Court, Case No. 24CV03582, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gabriela Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court, Case No. BCV-23-104255, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Roman Ramirez Gallegos, et al. v. Dolex Dollar Express, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21872, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Ismael Mercado, et al. v. Natural Alternatives International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00052115-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcella Holmes, et al. v. Pacifica Hotel Company*, San Luis Obispo County Superior Court, Case No. 23CV-0681, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case No. 24CV101859, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Dillan Burghart, et al. v. Watermark Services, IV, LLC*, Alameda County Superior Court, Case No. 23CV035212, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court,

Case No. 24CV087209, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cesar Ibarra v. Leuen, Inc. dba The Original Pantry Café*, Los Angeles County Superior Court, Case No. 23STCV017182, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sharon Baker v. OPARC*, Los Angeles County Superior Court, Case No. 24STCV11229, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Basilia Villa Magaña v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Monique Duong v. Boardwalk IG Management, LLC*, Orange County Superior Court, Case No. 30-2023-01334565-CU-OE-CXC, approved as counsel in final settlement of wage and hour class action.
- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County

Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final

settlement of wage and hour class and PAGA action.

- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No.

24STCV04071, approved as counsel in final settlement of wage and hour class action.

- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court,

Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court,

Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior

Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 6

Jonathan M. Genish

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
11/1/23	Pre-lawsuit investigation regarding class certification elements and the merits of Plaintiffs' claims and the claims of the putative class	4.80
11/5/23	Research Def and further review of Plaintiff's claims	5.10
9/5/24	Prepare for mediation	3.40
9/6/24	Attend mediation	8.50
		Total Time Spent
		21.80

Karen I. Gold

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
10/12/23	Email correspondence with Defendant re: records request	0.40
1/4/24	Phone and email correspondence with Defendant's counsel; review draft stipulation and provide feedback	0.90
1/5/24	Calls and emails re: case status and pending issues	0.70
1/16/24	Email correspondence re: arbitration agreement; analyze same	1.20
1/18/24	Review minute order; call re: same	0.30
2/2/24	Continue analyzing arbitration agreement; legal research re: same	1.50
2/12/24	Calls and emails re: case strategy, arbitration agreement, etc.	0.90
2/13/24	Calls and emails re: case management issues and mediation	1.20
2/16/24	Emails re: mediation	0.20
2/27/24	Multiple emails and calls re: mediation, case strategy and arbitration agreements	2.30
3/8/24	Strategize re: mediation	0.30
3/11/24	Emails and calls re: mediation	0.40
3/12/24	Calls re: mediation	0.20
3/19/24	Multiple emails and calls re: case status, mediation, responsive pleadings, etc.	1.30
3/20/24	Multiple emails and calls re: case status, mediation, etc.	1.70
3/21/24	Multiple emails and calls re: stipulation, mediation, etc.; review stipulation and provide feedback re: same	1.50
5/18/24	Review and analyze email, documents and data provided by Defendant in preparation for mediation; strategize re: same	3.20
5/29/24	Multiple emails and phone calls re: stipulation, mediation analysis, data, etc.; review and analyze same	2.10
6/11/24	Calls and emails re: damages analysis and settlement positioning	0.70
6/25/24	Conference re: settlement demand	0.50
6/28/24	Emails and calls re: expert analysis and settlement positioning	1.30
7/3/24	Emails and calls re: mediation and other pending issues	0.40
7/12/24	Emails re: mediation	0.30
7/15/24	General case strategy and analysis in preparation for mediation; conference and calls re: same.	1.90
7/24/24	Strategize re: settlement positioning	0.40

7/30/24	Emails re: mediation and settlement discussions	0.70
8/15/24	Emails re: mediation issues	0.40
8/16/24	Emails re: mediation	0.50
8/22/24	Emails and calls re: client and witness interviews	0.50
8/26/24	Review interview notes; conference re: additional information needed	1.20
8/30/24	Review and revise mediation brief and supporting documents	4.50
9/4/24	Emails and calls re: case management and mediation	0.50
9/5/24	Calls and emails re: mediation	0.70
9/6/24	Mediation; prepare for same	9.50
9/16/24	Calls with mediator	0.80
9/25/24	Emails and calls with mediator; strategize re: same	1.80
9/30/24	Emails with mediator	0.30
10/4/24	Review mediator's proposal; calls re: same	1
10/10/24	Call with client re: proposal	0.30
10/14/24	Multiple emails and calls re: proposal	2
10/15/24	Multiple emails and calls re: proposal, acceptance and logistics	1.60
11/1/24	Correspondence re: settlement agreement	0.40
11/22/24	Emails and call with client	0.80
12/1/24	Review and provide feedback re: settlement agreement	0.90
		Total Time Spent
		54.20 hours

Noam Y. Reiffman

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
1/27/25	Analysis of case file; Correspondence with counsel	0.60
2/12/25	Analysis of draft settlement documents; Preparation of revisions to same; Correspondence re same	1.10
2/13/25	Correspondence re settlement administration	0.30
2/14/25	Preparation of additional revisions to settlement documents	0.20
2/19/25	Internal conferences re settlement documents and status; Analysis of docket; Correspondence to counsel	0.40
2/24/25	Preparation of draft joint status report and stipulation; Correspondence to counsel	0.40
3/10/25	Receipt and initial analysis of further revisions from counsel re settlement documents	0.80
		Total Time Spent
		3.80

Ashley H. Cruz

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
11/17/23	Researched and drafted class action complaint	3.60
1/12/24	Drafted amended complaint	1.20

2/12/24	Call and emails with Plaintiff regarding arbitration agreement; reviewed related documents	0.50
3/19/24	Reviewed and executed mediation confidentiality agreement	0.20
3/21/24	Reviewed and approved joint stipulation regarding case management and continuance of CMC	0.50
5/29/24	Communicated with Berger Consulting Group regarding conflicts check and damages analysis; provided case information and instructions	0.80
7/15/24	Call and emails with defense counsel regarding demand, mediation, and settlement issues	0.60
11/25/24	Drafted settlement agreement and sent to OC	1.60
		Total Time Spent
		9

Marissa A. Mayhood

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
11/30/23	Research Proper Agent for Service and Confer with Team	0.10
1/9/24	Call with Opposing Counsel	0.20
1/16/24	Receipt and Review of Opposing Counsel's Email and Response	0.20
1/18/24	Draft Notice of Minute Order	0.10
2/9/24	Review Defendant's Arbitration Agreement	0.40
2/12/24	Call with Opposing Counsel	0.10
2/12/24	Draft and Send Confirming Email to Opposing Counsel with Informal Discovery Request	0.30
2/16/24	Receipt and Review of Opposing Counsel's Email and Response	0.20
2/27/24	Confer with Team Regarding Next Steps	0.10
3/20/24	Confer with Team Regarding Mediation and Stipulating to Continue the CMC	0.10
5/23/24	Receipt and Review of Opposing Counsel's Email and Response	0.20
5/23/24	Further Revise Joint Stipulation	0.10
7/11/24	Receipt and Review of Opposing Counsel's Multiple Emails and Responses	0.20
		Total Time Spent
		2.30

Sara Pezeshkpour

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
2/26/24	Review case file	0.50
2/27/24	Confer internally	0.10
3/20/24	Confer internally re mediation	0.10
1/27/25	Reviewed case transition and settlement communications	0.30
		Total Time Spent
		1

Alexandra Rose

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
3/19/25	Reviewed case transfer information	0.50
3/20/25	Email to OC	0.10
4/11/25	Reviewed and revised settlement docs; drafted exhibits to settlement agreement; sent same to OC	3.50
4/23/25	Reviewed and revised settlement agreements; sent same to OC	1.50
5/20/25	Reviewed and revised settlement agreements; sent same to OC	1
5/21/25	Reviewed and revised joint stip; assigned MPA to JK	0.70
6/12/25	Finalized individual settlement agreement	0.50
6/13/25	Had individual agreement sent to client	0.10
6/25/25	Reviewed and revised class/PAGA settlement agreement	0.40
7/14/25	Had class/PAGA settlement agreement sent to client	0.10
8/8/25	Reviewed and revised MPA papers	3.50
8/13/25	Reviewed and revised MPA papers	0.80
1/12/26	Reviewed and revised supplemental settlement docs	2
1/22/26	Reviewed and revised supplemental MPA doc	3
2/5/26	Reviewed appearance memo re MPA	0.20
5/6/26	Reviewed and revised supplemental settlement docs	1.80
5/14/26	Reviewed and revised supplemental settlement docs	0.60
6/1/26	Reviewed and revised supplemental settlement docs	0.80
9/9/26	Reviewed and revised MFA papers	3.50
		Total Time Spent
		24.60

Jasmine Y. Kianfard

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
5/20/25	Reviewed Joint Report & CMC Statement	0.10
5/23/25	Drafted the Motion for Preliminary Approval Papers	4
8/5/25	Drafted Joint Status Conference Statement	0.20
8/7/25	Sent Joint Status Report to Defense counsel & Sent Joint Status Report for filing	0.20
8/8/25	Reviewed MPA paper edits and sent to Defense counsel for review	0.20
8/13/25	Followed up on review of MPA papers, finalized MPA papers, and sent for filing	0.30
8/14/25	Attended hearing re filing of the MPA	1
10/14/25	Prepared MPA hearing notes	0.20
10/16/25	Sent MPA TR to Defense, called the Court to submit on TR & confirmed w/Defense, and emailed to calendar new MPA hearing date	0.30
11/7/25	Emailed the Settlement Admin re Spanish Translation per TR	0.10
1/9/26	Drafted/Prepared Supplemental Briefing	1
1/14/26	Prepared redlined Amendment No. 1 & Sent Defense Counsel Supplemental Briefing	0.30
1/16/26	Drafted supplemental declaration	0.30
1/23/26	Sent Defense updated Amendment & Supplemental Briefing and Sent Supplemental Briefing for filing	0.20

2/5/26	Sent OC TR, Appeared for Hearing re MPA, and Sent new MPA hearing date for calendaring	1.20
2/11/26	Sent Notice of MPA continuance for filing	0.10
4/29/26	Drafted Supplemental Briefing	1
5/6/26	Emailed Supplemental to Defense	0.10
5/13/26	Prepared Supplemental for filing (exhibits to po)	1
5/14/26	Emailed Supplemental for filing	0.10
5/28/26	Submitted on the TR re MPA & Revised PO and sent for filing	0.30
6/23/26	Reviewed/approved preliminary calculations	0.10
9/02/26	Drafted MFA Papers	4
		Total Time Spent
		16.30

EXHIBIT 7

Edgar Corral v. Penn Elcom, Inc.			
Date	Type of Expense	Description of Expense	Amount
11/7/2023	Filing/Service	Payment to LWDA – Initial PAGA Notice Filing Fee	\$75.00
12/22/2023	Filing/Service	Fee to Steno: Complaint Packet (CLASS Filing)	\$1,997.20
12/22/2023	Filing/Service	Fee to Steno: Service of Process to Penn Elcom, Inc. (CLASS Filing)	\$216.95
12/22/2023	Filing/Service	Fee to Steno: Service of Process to Optimum Employer Solutions, LLC (CLASS Filing)	\$191.95
2/5/2024	Filing/Service	Fee to Steno: First Amended Complaint (CLASS Filing)	\$59.95
7/2/2024	Other	Payment to Berger Consulting Group – Damage Analysis	\$2,120.00
8/16/2024	Other	Payment to Marsili Mediation Inc. – Mediation	\$7,500.00
9/6/2024	Filing/Service	Fee to Steno: Joint Stipulation to Continue the September 12, 2024 Case Management Conference; Proposed Order (CLASS Filing)	\$59.95
9/9/2024	Filing/Service	Fee to Steno: Joint Stipulation to Continue the September 12, 2024 Case Management Conference; Proposed Order (CLASS Filing)	\$86.95
12/13/2024	Filing/Service	Fee to Steno: Joint Report and Stipulation (CLASS Filing)	\$86.95
3/5/2025	Filing/Service	Fee to Steno: Joint Report and Stipulation (CLASS Filing)	\$86.95
4/22/2025	Filing/Service	Fee to Steno: Joint Report and Stipulation (CLASS Filing)	\$59.95
6/11/2025	Filing/Service	Fee to Steno: Joint Report and Stipulation to Continue Case Management Conference; Proposed Order (CLASS Filing)	\$126.95
8/11/2025	Filing/Service	Fee to Steno: Joint Status Conference Statement (CLASS Filing)	\$59.95
8/18/2025	Filing/Service	Fee to Steno: Motion; Declarations; Proposed Order; Proof of Service (CLASS Filing)	\$81.00
1/26/2026	Filing/Service	Fee to Steno: Supplemental Declaration; Declaration; Proposed Order; Proof of Service (CLASS Filing)	\$99.95
2/17/2026	Filing/Service	Fee to Steno: Notice of Continued Motion for Approval of Class Action and PAGA Settlement Hearing (CLASS Filing)	\$59.95
3/31/2026	Filing/Service	Fee to Steno: Notice of Minute Order (CLASS Filing)	\$59.95
5/15/2026	Filing/Service	Fee to Steno: Supplemental Declaration; Order; Proof of Service (CLASS Filing)	\$99.95
5/18/2026	Filing/Service	Fee to Steno: Courtesy Copy Delivery – Supplemental Declaration; Order; Proof of Service (CLASS Filing)	\$213.00
6/2/2026	Filing/Service	Fee to Steno: Notice of Ruling on Motion for Preliminary Approval of Class Action and PAGA Settlement (CLASS Filing)	\$59.95
6/5/2026	Filing/Service	Fee to Steno: Joint Status Statement (CLASS Filing)	\$59.95
6/8/2026	Filing/Service	Fee to Steno: Additional Revised Proposed Order; Proof of Service (CLASS Filing)	\$99.95
6/9/2026	Filing/Service	Fee to Steno: Courtesy Copy Delivery – Additional Revised Proposed Order; Proof of Service (CLASS Filing)	\$217.50
6/9/2026	Filing/Service	Fee to Steno: Proposed Order; Proof of Service (CLASS Filing)	\$99.95
6/10/2026	Filing/Service	Fee to Steno: Courtesy Copy Delivery – Additional Revised Proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement; Proof of Service (CLASS Filing)	\$184.50
6/10/2026	Filing/Service	Fee to Steno: Proposed Order; Proof of Service (CLASS Filing)	\$99.95
6/12/2026	Filing/Service	Fee to Steno: Courtesy Copy Delivery – Additional Revised Proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement; Proof of Service (CLASS Filing)	\$108.50
6/15/2026	Filing/Service	Fee to Steno: Additional Revised Proposed Order; Proof of Service (CLASS Filing)	\$99.95
6/17/2026	Filing/Service	Fee to Steno: Additional Revised Proposed Order; Proof of Service (CLASS Filing)	\$59.95
6/19/2026	Filing/Service	Fee to Steno: Notice of Entry of Judgment or Order (CLASS Filing)	\$99.95
Future Cost		Future Cost: Filing of Motion for Final Approval	\$180.95
Future Cost		Future Cost: Courtesy Copy Delivery – Motion for Final Approval	\$296.00
Future Cost		Future Cost: Filing of Notice of Entry	\$59.95
Future Cost		Future Cost: Filing of Declaration of Administrator Re Disbursement	\$59.95

TOTAL \$15,129.45