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

**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

**FURTHER SUPPLEMENTAL
DECLARATION OF ALEXANDRA ROSE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
(RELATED TO ROA # 62)**

Date: May 28, 2026
Time: 2:00 p.m.
Dept.: CX105

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

FURTHER SUPPLEMENTAL DECLARATION OF ALEXANDRA ROSE

I, Alexandra Rose, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Edgar Corral (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On July 16, 2025, Plaintiff and Defendants Penn Elcom, Inc. and Optimum Employer Solutions, LLC (together, “Defendants”) (collectively, the “Parties”) entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”).

3. On August 13, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) (ROA #62) and supporting documents (ROA #56, #58, #63, and #64) seeking approval of the settlement reached by the Parties.

4. On October 16, 2025, the Court issued a tentative ruling (“October 16, 2025 Tentative Ruling”) in which it raised points of inquiry with regards to the Motion for Preliminary Approval.

5. On October 16, 2025, the Court subsequently entered a Minute Order (“October 16, 2025 Minute Order”) (ROA #71), which adopted the October 16, 2025 Tentative Ruling.

6. On January 23, 2026, Plaintiff filed, *inter alia*, the Supplemental Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Settlement (“Supplemental Declaration of Alexandra Rose”) (ROA #77), which attached Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (“Amendment No. 1”).

7. On February 5, 2026, the Court issued a tentative ruling (“February 5, 2026 Tentative Ruling”) in which it raised further points of inquiry with regards to the Motion for Preliminary Approval.

8. On February 5, 2026, the Court subsequently entered a Minute Order (“February 5, 2026 Minute Order”) (ROA #81), which adopted the February 5, 2026 Tentative Ruling. A true and correct copy of the February 5, 2026 Minute Order is attached hereto as **Exhibit 1**.

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13. Class Counsel further notes that the Settlement Agreement expressly provides that any attorneys' fees not approved by the Court shall be added to the Net Settlement Amount and distributed to Settlement Class Members. (Settlement Agreement, ¶ 9). Accordingly, the Class itself is protected regardless of the Court's ultimate fee award. Class Counsel respectfully submits that the appropriate amount of fees – whether 30% or otherwise – is best determined at the Final Approval Hearing, and defers entirely to the Court's sound discretion on this issue.

ENHANCEMENT PAYMENT

14. In its February 5, 2026 Minute Order, the Court reiterated that it is unlikely to approve an Enhancement Payment in excess of \$5,000 absent unique circumstances, and found that the circumstances described in Paragraphs 14 through 16 of the Supplemental Declaration of Alexandra Rose) (ROA #77) are not unique. (February 5, 2026 Minute Order, Item 3).

15. Plaintiff respectfully acknowledges the Court's guidance, and further respectfully requests that the Court reserve its final determination of the Enhancement Payment until the Final Approval Hearing.

CLASS NOTICE

16. In its February 5, 2026 Minute Order, the Court ordered the Parties to insert specific language on page 6, section VI of the Notice of Class Action and PAGA Settlement (“Class Notice”). (February 5, 2026 Minute Order, Item 4).

17. On May 13 2026, the Parties entered into Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement (“Amendment No. 2”), which has the revised Class Notice attached as Exhibit A, to address the points in the February 5, 2026 Minute Order. A true and correct copy of the fully executed Amendment No. 2 is attached hereto as **Exhibit 2**. A redline version showing how the Class Notice has been revised is attached hereto as **Exhibit 3**.

PROPOSED ORDER

18. In its February 5, 2026 Minute Order, the Court ordered the Parties to address the PAGA Employees and state the PAGA Period in the proposed order (ROA #75). (February 5, 2026 Minute Order, Item 5).

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19. Filed concurrently herewith is a [Further Revised Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Proposed Order”), which includes the requested changes from the February 5, 2026 Minute Order. A redline showing the changes that were made is attached hereto as **Exhibit 4**.

20. In its February 5, 2026 Minute Order, the Court stated that the Settlement Agreement and Amendment No. 1 attached to the proposed order are unsigned. (February 5, 2026 Minute Order, Item 6).

21. Filed concurrently herewith is the Proposed Order, which attaches the fully executed Settlement Agreement, Amendment No. 1, and Amendment No. 2.

LWDA SUBMISSION

29. In accordance with California Labor Code section 2699(1)(2), on May 13, 2026, a copy of Amendment No. 2 was submitted to the California Labor and Workforce Development Agency (“LWDA”) via online submission through the LWDA’s website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 5**.

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

Executed on 5/14/2026 , at Jersey City, New Jersey.


Alexandra Rose

EXHIBIT 1

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 02/05/2026

TIME: 02:00:00 PM

DEPT: CX105

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: V. Harting

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2023-01363928-CU-OE-CXC** CASE INIT.DATE: 11/17/2023

CASE TITLE: **Corral vs. Penn Elcom, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74683968

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Edgar Corral

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Preliminary Approval of Class Action and
PAGA Settlement, 08/13/2025

APPEARANCES

Jasmin Kianfard, from Blackstone Law, APC, present for Plaintiff(s) remotely.

Mimi Ahn, from Kahana & Feld LLP, present for Defendant(s) remotely.

Hearing held, all participants appearing remotely.

Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement

Tentative Ruling posted on the Internet.

Plaintiff addresses the Court as to the Tentative Ruling.

The Court confirms the Tentative Ruling as follows:

The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiff's motion for preliminary approval of a \$150,000.00 class action and PAGA settlement. The court has the following questions and comments:

As to the settlement:

1. Why has the end date of the Class Period and the PAGA Period changed since the prior motion hearing on October 16, 2025?

2. In the October 16, 2025 order (ROA 71), the court stated that while it will not determine the amount of attorneys' fees to be awarded until the final approval hearing, the court is unlikely to approve attorneys' fees exceeding 30% of the Gross Settlement Amount absent unique circumstances. The court stated that plaintiff's counsel should address in the supplemental filing whether any such unique circumstances exist in this case. The circumstances described in paragraph 11 of the Supplemental Rose Declaration (ROA 77) are not unique. The court remains unlikely to approve attorneys' fees exceeding 30% of the Gross Settlement Amount.

3. In the October 16, 2025 order (ROA 71), the court stated that while it will not determine the amount of

any enhancement award to be paid to the plaintiff until final approval, the court is unlikely to approve an enhancement payment in excess of \$5,000 absent unique circumstances. The court stated that if unique circumstances warrant the higher amount plaintiff seeks, plaintiff should submit a declaration and/or other information explaining those circumstances. Plaintiff did not submit a supplemental declaration, and the circumstances described in paragraphs 14 through 16 of the Supplemental Rose Declaration are not unique. The court remains unlikely to approve an enhancement payment in excess of \$5,000.

4. The following paragraph should be inserted in section VI from the notice: "You may also visit the Settlement Administrator's website at [insert url] 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."

5. The proposed order should address the PAGA Employees and state the PAGA Period.

6. The settlement agreement attached to the proposed order (ROA 75) is unsigned. The amendment to the settlement agreement attached to the proposed order is not signed by the parties. Fully executed copies of both documents should be attached to the proposed order as exhibits.

The hearing on plaintiff's motion for preliminary approval is continued to May 28, 2026 at 2:00 p.m. in Department CX105 to enable the parties to address and respond to the above issues. *See also* Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement shall be submitted, rather than an "amended settlement agreement," to streamline the court's review. The parties shall provide redlined copies of any revised documents (e.g., revised settlement agreement, revised notice, revised proposed order).

Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended documents, and file a proof of service.

EXHIBIT 2

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
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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 3

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, and Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement (~~together~~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 premium 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.

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EXHIBIT 4

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

**[FURTHER REVISED PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: ~~February 5~~ May 28, 2026
Time: 2:00 p.m.
Dept.: CX105

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

1 **[FURTHER REVISED] PROPOSED] ORDER**

2 On ~~February 5~~ May 28, 2026 at 2:00 p.m. in Department CX105 of the above-captioned Court
3 located at Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, California, 92701,
4 Plaintiff Edgar Corral's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA
5 Settlement, came on for hearing before the Honorable Melissa R. McCormick. Blackstone Law, APC
6 appeared on behalf of Plaintiff and Kahana & Feld LLP appeared on behalf of Defendants Penn Elcom,
7 Inc. and Optimum Employer Solutions, LLC (together, "Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary
10 Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

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

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

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
22 reasonable, and in the best interests of the Class Members. It appears to the Court that extensive
23 investigation and research have been conducted such that counsel for the parties at this time are able
24 to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at
25 this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that
26 would be presented by the further prosecution of the case. It further appears that the Settlement has
27 been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was
28 entered into in good faith.

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2 4. The Court preliminarily finds that the Settlement, including the allocations from the
3 Gross Settlement Amount (\$150,000.00) of the attorneys' fees not to exceed thirty-five percent (35%)
4 of the Gross Settlement Amount (\$52,500.00), attorneys' costs (not to exceed \$15,000.00);
5 Enhancement Payment (not to exceed \$7,500.00); PAGA Amount (\$10,000.00) of which 75%
6 (\$7,500.00) will be paid to the Labor and Workforce Development Agency ("LWDA") and the
7 remaining 25% (\$2,500.00) will be paid to "all current and former hourly-paid and/or non-exempt
8 employees who worked for Defendant Penn Elcom, Inc. within the State of California at any time
9 during the PAGA Period¹the ("PAGA Employees"); Settlement Administration Costs (not to exceed
10 \$4,500.00); and payments to the Settlement Class Members provided for in the Settlement Agreement,
11 appear to be within the range of reasonableness of a settlement that could ultimately be given final
12 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
13 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
14 to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against
15 the probable outcome of further litigation relating to certification, liability, and damages issues and
16 are consistent with the requirements of California Labor Code § 2699(1).

17 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
18 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
19 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
20 (b) common questions of law and fact predominate, and there is a well-defined community of interest
21 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
22 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
23 protect the interests of the members of the Class; (e) a class action is superior to other available
24 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
25 counsel for Plaintiff in his individual capacity and as the representative of the Class.

26 6. The Court preliminarily certifies, for settlement purposes only, the Class, defined as
27
28

¹ The PAGA Period is the period from November 7, 2022 through August 15, 2024.

1 follows:

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

5 (Class Period means the period from November 17, 2019 to August 15, 2024)

6 ##

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

10 8. The Court preliminarily appoints Plaintiff Edgar Corral as the representative of the
11 Class ("Class Representative").

12 9. The Court preliminarily appoints Apex Class Action LLC to handle the administration
13 of the Settlement ("Settlement Administrator").

14 10. Within fourteen (14) calendar days after entry of this Order, Defendant Penn Elcom,
15 Inc. will provide the Settlement Administrator with the following information about each Class
16 Member: full name, last known mailing address, Social Security number, dates worked for Defendant
17 Penn Elcom, Inc. during the Class Period, and such other information as is necessary for the Settlement
18 Administrator to calculate Workweeks and PAGA Pay Periods (collectively referred to as the "Class
19 List") in conformity with the Settlement Agreement.

20 11. The Court approves, both as to form and content, the Notice of Class Action and PAGA
21 Settlement ("Class Notice"), Request for Exclusion Form ("Exclusion Form"), and Notice of
22 Objection Form ("Objection Form") attached hereto as **Exhibit 43**, **Exhibit 54**, and **Exhibit 65**,
23 respectively. The Class Notice, Exclusion Form, and Objection Form (collectively, the "Notice
24 Packet") shall be provided to Class Members in the manner set forth in the Settlement Agreement.
25 The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all
26 material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement
27 by submitting a Request for Exclusion, of Class Members' right to dispute the Workweeks and/or
28 PAGA Pay Periods credited to each of them by submitting a Workweeks/PAGA Pay Periods Dispute,
and of each Settlement Class Member's right and opportunity to object to the Class Settlement by

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1 submitting a Notice of Objection to the Settlement Administrator. The Court further finds that
2 distribution of the Notice Packet substantially in the manner and form set forth in the Settlement
3 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,
4 meet the requirements of due process and shall constitute due and sufficient notice to all persons
5 entitled thereto. The Court further orders the Settlement Administrator to mail the Notice Packet in
6 English and Spanish by First-Class U.S. Mail to all Class Members within seven (7) calendar days of
7 receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

8 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
9 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
10 choose to be excluded from the Class Settlement by submitting an Exclusion Form or a letter indicating
11 a request to be excluded from the Class Settlement (both of which are referred to as a "Request for
12 Exclusion") in conformity with the requirements set forth in the Class Notice, to the Settlement
13 Administrator, postmarked on or before the date that is sixty (60) calendar days from the initial mailing
14 of the Notice Packet by the Settlement Administrator to Class Members ("Response Deadline"), or, in
15 the case of a re-mailed Notice Packet, the Response Deadline shall be extended fifteen (15) calendar
16 days from the original Response Deadline. Any such person who timely and validly chooses to opt
17 out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class
18 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or
19 comment thereon. Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and
20 issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.
21 Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class
22 Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

23 13. A Final Approval Hearing shall be held before this Court on ~~June 4~~October 1, 2026 at
24 2:00 p.m. in Department CX105 of the Orange County Superior Court, located at Complex Civil
25 Center, 751 West Santa Ana Boulevard, Santa Ana, California, 92701, to determine all necessary
26 matters concerning the Settlement, including: whether the proposed settlement of the action on the
27 terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
28 finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered

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

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6 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
7 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
8 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 15. To object to the Class Settlement, a Settlement Class Member may submit an Objection
12 Form or written objection (both of which are referred to as a "Notice of Objection") to the Settlement
13 Administrator on or before the Response Deadline. The Notice of Objection must be signed and
14 contain the information that is required, as set forth in the Class Notice, including and not limited to
15 the grounds for the objection. Settlement Class Members, individually or through counsel, may also
16 present their objection orally at the Final Approval Hearing, regardless of whether they have submitted
17 a Notice of Objection.

18 16. In the event the Settlement does not become effective in accordance with the terms of
19 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
20 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
21 the parties shall revert back to their respective positions as of before entering into the Settlement
22 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
23 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

24 17. The Court orders the Parties and the Settlement Administrator to carry out their duties
25 and obligations in accordance with the terms of the Settlement Agreement.

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4 18. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
6 Members and retains jurisdiction to consider all further applications arising out of or connected with
7 the Settlement. The Court will retain jurisdiction to enforce the Settlement pursuant to Civil Procedure
8 Code Section 664.6.

9 **IT IS SO ORDERED.**

10 Dated: _____

Honorable Melissa R. McCormick
Judge of the Superior Court

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EXHIBIT 5



Thank you for your Proposed Settlement Submission

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

Date Wed 5/13/2026 1:06 PM

To Ana Turcios <aturcios@blackstonepc.com>

[External Email].

05/13/2026 01:05:34 PM

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

Item submitted: Proposed Settlement

On 05/13/2026 01:05:34 PM your Proposed Settlement was successfully processed for case number LWDA-CM-992649-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)