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10 Attorneys for Plaintiff Edgar Corral and the Class

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF ORANGE**

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

15 Plaintiff,

16 vs.

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

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

Honorable Melissa R. McCormick
Department CX105

**DECLARATION OF MISSY CAREY ON
BEHALF OF APEX CLASS ACTION, LLC,
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

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

1 I, Missy Carey, declare as follows:

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

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 150 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and settlement administration, pursuant to the terms of the
17 Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to
18 be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing
19 the *Notice of Class Action and PAGA Settlement, Request for Exclusion Form, and Notice of Objection*
20 *Form*, in English and Spanish (referred to as the “Notice Packet”); (b) receiving and processing Requests
21 for Exclusion, Notice of Objection, and Workweek/PAGA Pay Period Disputes; (c) calculating
22 individual settlement award amounts; (d) processing and mailing settlement award checks; (e) handling
23 tax withholdings as required by the Settlement and the law; (f) preparing, issuing and filing tax returns
24 and other applicable tax forms; (g) managing the distribution of any unclaimed funds pursuant to the
25 terms of the Settlement; and (h) undertaking additional tasks as mutually agreed upon by the Parties or
26 as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

4. On June 8, 2026, Class Counsel provided Apex with the Court-approved content for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received approval from the Parties' Counsel prior to mailing.

5. On June 18, 2026, Defendants' counsel provided Apex with the Class List, comprising the full names, Social Security numbers, last known mailing addresses, and dates worked for the Defendant Penn Elcom, Inc. during the Class Period, for 32 individuals. The Class List was uploaded to our database where it underwent a thorough review to identify any duplicates or potential inconsistencies. Apex used the data provided to calculate the relevant number of Workweeks and PAGA Pay Periods for each Class Member. The finalized Class List consisted of a total of 32 individuals identified as Class Members.

6. On June 19, 2025, Apex informed Defendant's Counsel that the maximum Workweeks set forth in Section 13 of the Settlement Agreement had triggered the Escalator Clause. Pursuant to the terms of the Settlement Agreement, Defendants were provided the option to either increase the Gross Settlement Amount or shorten the Class Period and PAGA Period end dates to ensure that the total number of Workweeks remained within the ten percent (10%) threshold. Defendants elected to shorten the Class Period and PAGA Period end dates. As a result, the Class Period and PAGA Period end dates were modified from October 11, 2024, to August 11, 2024, which is the end date that our office calculated. This reduced the total number of Workweeks to 3,905.29.

In preparation for the mailing process, all 32 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Class Members' mailing addresses before sending out the Notice Packet. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet. However, in cases where no updated address was found in the NCOA database, the original address provided by Defendants' counsel was used for the mailing of the Notice Packet.

7. On June 25, 2026, the Notice Packet was sent to all 32 individuals listed in the Class List via U.S. First Class Mail. A true and correct copy of the Notice Packet is attached as **Exhibit A**.

1 **UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING**

2 8. As of the date of this declaration, our office has received four (4) returned Notice Packets as
3 undeliverable. Apex conducted a computerized skip trace on the four (4) returned Notice Packets in an
4 attempt to acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace
5 effort resulted in obtaining three (3) updated addresses, to which we promptly re-mailed the Notice
6 Packet via U.S First Class Mail.

7 9. As of the date of this declaration, one (1) Notice Packet has been considered undeliverable as no
8 updated address was found as a result of skip tracing.

9 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

10 10. The Response Deadline was August 24, 2026. The extended Response Deadline for Class Members
11 who received a remailed Notice Packet was September 8, 2026.

12 11. As of the date of this declaration, Apex has not received any Requests for Exclusion.

13 12. As of the date of this declaration, Apex has not received any Notices of Objection.

14 13. As of the date of this declaration, Apex has not received any Workweek/PAGA Pay Period
15 Disputes.

16 14. As of the date of this declaration, Apex reports 32 Settlement Class Members, constituting 100%
17 of the Class, who worked 3905.29 Workweeks during the Class Period.

18 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

19 15. The Net Settlement Amount available to Settlement Class Members is estimated to be \$70,500.00
20 and was calculated by subtracting the requested attorneys' fees (\$45,000.00), the requested attorneys'
21 costs (\$15,000.00), the requested Enhancement Payment (\$5,000.00), the requested Settlement
22 Administration Costs (\$4,500.00), and the PAGA Amount (\$10,000.00) from the Gross Settlement
23 Amount of \$150,000.00.

24 16. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to
25 be approximately \$4,458.95, the *average* Individual Settlement Share is currently estimated to be
26 approximately \$2,203.12, and the *lowest* Individual Settlement Share is currently estimated to be
27 approximately \$141.89. These amounts are subject to employee-side tax and withholdings.

1 17. Pursuant to the Agreement, 25% of the PAGA Amount (\$2,500.00) will be allocated to PAGA
2 Employees regardless of whether they opt out of the class settlement. PAGA Employees cannot opt out
3 of the PAGA settlement. There are 23 PAGA Employees who worked a total of 802 PAGA Pay Periods
4 during the PAGA Period.

5 18. The *highest* Individual PAGA Payment to a PAGA Employee is approximately \$143.39, the
6 *average* Individual PAGA Payment is approximately \$108.69, and the *lowest* Individual PAGA Payment
7 is approximately \$9.35.

8 19. Plaintiff's Individual Settlement Share is estimated to be \$443.55 and Individual PAGA Payment
9 is estimated to be \$40.52.

10 **ADMINISTRATION COSTS**

11 20. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
12 and anticipated expenses, amount to \$4,500.00. Apex will proceed with additional tasks related to this
13 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
14 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
15 upon by the Parties or ordered by the Court for Apex to undertake. A true and correct copy of Apex's
16 quote is attached as **Exhibit B**.

17 I declare under penalty of perjury under the laws of the State of California and the United States
18 that the foregoing is true and correct, and that this Declaration was executed this 10th day of September
19 2026, in Irvine, California.

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22 Missy Carey
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EXHIBIT A

Edgar Corral v Penn Elcom Inc et al
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC» «
«Full_Name»
«Address_1»
«City», «State» «Zip»

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 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 August 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, 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 June 17, 2026 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 30% of the Gross Settlement Amount (i.e., \$45,000.00 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) 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.**

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

According to Defendants’ records:

- **From November 17, 2019 through August 11, 2024 (i.e., the Class Period), you are credited as having worked «Class_Workweeks» Workweeks for Defendant Penn Elcom, Inc.**
- **From November 7, 2022 through August 11, 2024 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods» 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 August 24, 2026**.

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 \$«Est_Class_PMT». The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court issues final approval of the Settlement.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT» 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:

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

A Request for Exclusion must: (a) contain the case name and number of the Action (*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 August 24, 2026**.

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 August 24, 2026**.

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 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>

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 www.apexclassaction.com/pennelcom 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: 1-800-355-0700, 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 Períodos 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.

I. 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.

“Período 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.

“Período 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 17 de junio de 2026, 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

Blackstone Law, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

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

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 superara cuarenta y cinco mil dólares (\$45,000.00), y el reembolso de los castes 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 períodos 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 11 de agosto de 2024 (es decir, el Período de Clase), se le acredita haber trabajado «Class_Workweeks» Semanas Laborales para el Demandado Penn Elcom, Inc.
- Desde el 7 de noviembre de 2022 hasta el 11 de agosto de 2024 (es decir, el Período de PAGA), se le acredita haber trabajado «PAGA_Pay_Periods» Períodos 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 24 de agosto de 2026**.

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 \$«Est_Class_PMT». 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 \$«Est_PAGA_PMT» 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 24 de agosto de 2026**.

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 24 de agosto de 2026**.

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 de 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 www.apexclassaction.com/pennelcom 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 B



Quotation Request:

Noam Reiffman
 Blackstone Law
 nreiffman@blackstonepc.com
 310.622.4278

Case Name:

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

Date:

Thursday, February 13, 2025

RFP Number:

14160001

Prepared By:

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

Settlement Specifications	
Estimated Class Size:	33
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$275.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	33	\$49.50
USPS First Class Postage	Per Piece	\$0.73	33	\$24.09
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	7	\$13.20
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0.5	\$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	0.5	\$37.50
NCOA Address Update (USPS)	Static Rate	\$13.02	1	\$13.02
Certified Language Translation: Spanish	Static Rate	\$1,000.00	1	\$1,000.00
Sub Total:				\$1,294.81

Project Management				
Project Management	Per Hour	\$150.00	1	\$150.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$380.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$15.00	1	\$15.00
Settlement Website: Static Apex URL	Static Rate	\$350.00	1	\$350.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$365.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	1	\$140.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	33	\$49.50
USPS First Class Postage	Per Piece	\$0.73	33	\$24.09
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	3	\$6.60
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$750.00	1	\$750.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$100.00	1	\$100.00
			Sub Total:	\$1,710.19

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

			WILL NOT EXCEED:	\$4,500.00
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Thank you for your business!



Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

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

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

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

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

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

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