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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF RIVERSIDE**

12 URBANO ZAVALA LOPEZ, individually,
13 and on behalf of other similarly situated
employees and aggrieved employees pursuant
14 to the California Private Attorneys General
Act,

15 Plaintiff,

16 vs.

17 FOOD FOR LIFE BAKING CO., INC., a
18 California corporation; and DOES 1 through
19 25, inclusive,

20 Defendants.
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Case No.: CVRI2305901

Honorable Harold W. Hopp
Department 1

**DECLARATION OF NORMA AYALA ON
BEHALF OF APEX CLASS ACTION, LLC,
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: August 17, 2026
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: November 2, 2023
FAC Filed: October 16, 2025
Trial Date: Not Set

1 I, Norma Ayala, 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 *Lopez v. Food for Life Baking Co., Inc.*
6 matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 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 Settlement*, *Request for Exclusion Form*, and *Notice of Objection Form*, in
20 English and Spanish (collectively referred to as the “Notice Packet”); (b) receiving and processing
21 Requests for Exclusion, Notices of Objection, and Disputes; (c) calculating individual settlement award
22 amounts; (d) processing and mailing settlement award checks; (e) handling tax withholdings as required
23 by the Settlement and the law; (f) preparing, issuing and filing tax returns and other applicable tax forms;
24 (g) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (h)
25 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
26 to perform.

CLASS DATA AND NOTICE PROCESS

4. On March 9, 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 March 30, 2026, Defendant's counsel provided Apex with the Class List, comprising the full names, social security numbers, last known mailing addresses, dates worked for Defendant during the Class Period and PAGA Period, and the total number of relevant Workweeks worked for 139 individuals. Apex reviewed & cleansed the data for duplicates, discrepancies and any potential missing information. The Class List consisted of a total of 139 individuals identified as Class Members who worked 21,176 Workweeks. Accordingly, the Escalator Clause was not triggered.

6. In preparation for the mailing process, all 139 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 Defendant's counsel was used for the mailing of the Notice Packet.

7. On April 13, 2026, the Notice Packet was sent to all 139 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**.

UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING

8. As of the date of this declaration, our office has received 14 returned Notice Packets as undeliverable. Apex conducted a computerized skip trace on the 14 returned Notice Packets in an attempt to acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted in obtaining 11 updated addresses, to which we promptly re-mailed the Notice Packets via U.S. First Class Mail.

9. As of the date of this declaration, three (3) Notice Packets have been considered undeliverable as no updated address was found as a result of skip tracing.

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

3 10. The Response Deadline was May 28, 2026. The extended Response Deadline for Class Member
4 who received a remailed Notice Packet was June 12, 2026.

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

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

7 13. As of the date of this declaration, Apex has not received any Disputes.

8 14. As of the date of this declaration, Apex reports 139 Settlement Class Members, constituting 100%
9 of the Class.

10 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

11 15. The total number of Workweeks worked by Settlement Class Members during the Class Period
12 is 21,176. The Net Settlement Amount available to Settlement Class Members is estimated to be
13 (\$464,025.00) and was calculated by subtracting the requested attorneys' fees (\$294,000.00), the
14 maximum amount allocated for litigation costs and expenses (\$25,000.00), the requested Settlement
15 Administration Costs (\$6,975.00), and the PAGA Amount (\$50,000.00) from the Gross Settlement
16 Amount (\$840,000.00).

17 16. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to
18 be approximately \$5,916.45, the *average* Individual Settlement Share is currently estimated to be
19 approximately \$3,437.22, and the *lowest* Individual Settlement Share is currently estimated to be
20 approximately \$21.91. These amounts are subject to employee-side tax and withholdings.

21 17. Pursuant to the Agreement, 25% of the PAGA Amount (\$12,500.00) will be allocated to PAGA
22 Employees regardless of whether they opt out of the Class settlement. PAGA Employees cannot opt out
23 of the PAGA settlement. There are 100 PAGA Employees who worked a total of 12,365 Pay Periods
24 during the PAGA Period.

25 18. The *highest* Individual PAGA Payment to a PAGA Employee is approximately \$176.91, the
26 *average* Individual PAGA Payment is approximately \$125.00, and the *lowest* Individual PAGA Payment
27 is approximately \$2.02.

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EXHIBIT A

Urbano Zavala Lopez v. Food for Life Baking Co., Inc.
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 SETTLEMENT

Urbano Zavala Lopez v. Food for Life Baking Co., Inc.
Superior Court of California for the County of Riverside, Case Nos. CVRI2305901

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Urbano Zavala Lopez (“Plaintiff”) and Defendant Food for Life Baking Co., Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case *Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Riverside County Superior Court Case No. CVRI2305901 (“Action”), which may affect your legal rights. On March 9, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on August 17, 2026, at 08:30 AM (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Share and an Individual PAGA Payment (if any). In exchange, you agree to release the Released Class Claims against the Released Parties that are covered by the Settlement. See Section III.D of this Class Notice.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is May 28, 2026	If you don’t want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Payment. See Section IV.B of this Class Notice. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees.
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by May 28, 2026	All Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) can object to the Class Settlement by sending the Settlement Administrator a Notice of Objection. See Section IV.C of this Class Notice. Settlement Class Members cannot object to the PAGA Settlement.
You Can Dispute the Number of Your Workweeks and/or Pay Periods (if any) Written Disputes Must be Submitted by May 28, 2026	The amount of your Individual Settlement Share and Individual PAGA Payment (if any) depend on how many Workweeks and Pay Periods (if any) you were determined to have worked during the Class Period and/or PAGA Period. If you disagree with either of the numbers below, you must submit a Dispute to the Settlement Administrator. See Section III.B of this Class Notice. You have been credited with « Work_Weeks » Workweeks during the Class Period. You have been credited with « PAGA_Pay_Periods » Pay Periods during the PAGA Period.

I. IMPORTANT DEFINITIONS

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

“**Class Period**” means the period from November 2, 2019, through December 31, 2024.

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

“**PAGA Employee(s)**” means all current and former hourly-paid employees who worked for Defendant in the State of California at any time during the PAGA Period.

“**PAGA Period**” means the period from November 2, 2022, through March 9, 2026.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On November 2, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“PAGA Letter”). On November 2, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On October 16, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (“Operative Complaint”).

Plaintiff is a current, but inactive employee of Defendant. Plaintiff contends that Defendant failed to pay minimum wages, failed to pay overtime wages, failed to provide compliant meal periods and premium payments in lieu thereof, failed to provide compliant rest periods and premiums payments in lieu thereof, failed to timely pay wages during employment, failed to timely pay wages upon termination of employment, failed to provide accurate wage statements, and failed to reimburse necessary business expenses, for violations of California Business & Professions Code Sections 17200-17210 based on the aforementioned California Labor Code violations, and for civil penalties under the Private Attorneys General Act (“PAGA”) based on the aforementioned California Labor Code violations. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant strongly denies that it violated any laws or failed to pay any wages and further denies any liability whatsoever to Plaintiff, the Class, or PAGA Employees. Defendant contends it complied with all applicable laws.

The Parties participated in mediation with a respected class action mediator, in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. As a result, the Parties reached a settlement. The Parties have since entered into a Class and PAGA Representative Action Settlement Agreement (“Settlement” or “Settlement Agreement”).

On March 9, 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 Urbano Zavala Lopez as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne

Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Forty Thousand Dollars and Zero Cents (\$840,000.00) (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.”

«Tray_PC»

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Apex ID: «Apex_ID»

Questions? Please call: 1-800-355-0700

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., \$294,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$37,500.00) ("LWDA Payment") and the remaining 25% (\$12,500.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (3) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant, for at least one day, 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). Settlement Class Members will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty-five percent (25%) as wages, which will be reported on an IRS Form W-2, and seventy-five percent (75%) 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 ("Employee Paid Taxes") resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendant for at least one day during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual Pay Periods by the PAGA Workweek Value to yield each PAGA Employee's Individual PAGA Payment.

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

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

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

According to Defendant's records:

- **From November 2, 2019 through December 31, 2024 (i.e., the Class Period), you are credited as having worked «Work_Weeks» Workweeks.**
- **From November 2, 2022 through March 9, 2026 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Case No. CVRI2305901); (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 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 May 28, 2026**.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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 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 approves the Settlement and after the Settlement goes into effect.

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 approves the Settlement and after the Settlement goes into effect.

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

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. By virtue of this release, any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the State of California with respect to all PAGA Employees shall release the Released Parties from the Released PAGA Claims.

“Released Class Claims” means any and all claims under any federal, state, or local law, which were alleged in the Operative Complaint or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which specifically includes all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; alleged illegal time rounding; failure to indemnify or reimburse expenses; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods; the calculation of meal period and/or rest period premiums; payment for all hours worked, including off-the-clock work; failure to timely pay wages during employment; failure to timely pay final wages; unfair business practices related to the Released Class Claims; statutory penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; and attorneys’ fees and costs; and all claims related to the Released Class Claims arising under: the California Labor Code (including sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802); the applicable IWC Wage Orders; California Business and Professions Code section 17200, *et seq.*; and California Code of Civil Procedure section 1021.5.

“Released PAGA Claims” means any and all claims described in the PAGA Letter and only to the extent they are alleged in the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698-2699.8, which specifically include all known and unknown claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; alleged illegal time rounding; failure to indemnify or reimburse expenses; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods; the calculation of meal period and/or rest period premiums; payment for all hours worked, including off-the-clock work; wage statements; failure to timely pay wages; failure to timely pay final wages; alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2800, and 2802; and alleged violations of the applicable IWC Wage Orders.

“Released Parties” Defendant and all of its past, present and future agents, employees, managing agents, servants, officers, directors, members, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, dual employers, alleged dual employers, co-employers, alleged co-employers, contractors, affiliates, service providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons acting under, by, through or in concert with any of them.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$294,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Settlement Administration Costs to Settlement Administrator

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

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

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You

will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

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

If you are a PAGA Employee, you will automatically be issued your Individual PAGA Payment.

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.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

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 enclosed 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 (*Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Case No. CVRI2305901); (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 May 28, 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. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

PAGA Employees will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. PAGA Employees may not request exclusion from the PAGA Settlement.

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 enclosed 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 (*Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Case No. CVRI2305901); (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; (d) attach any documents on which you are relying for the objection; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before May 28, 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.

PAGA Employees may not object to the PAGA Settlement.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, on **August 17, 2026, at 08:30 AM**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, 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.

On the Court's website, you can find information regarding appearing remotely via Zoom online (for the Final Approval Hearing that is scheduled to be held in Department 1 of the Riverside Historic Courthouse of the Riverside Superior Court): <https://riverside.courts.ca.gov/remoteppearance>

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, which is attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff's Motion

for Preliminary Approval of Class Action and PAGA Settlement filed on December 26, 2025 and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court's website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court's systems, you will need to use the case number for the Action (Case No. CVRI2305901).

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.



IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Settlement Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Division in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Division website for instructions on how to retrieve the funds.

REQUEST FOR EXCLUSION FORM

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

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **May 28, 2026**, at the following mailing address:

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

I request to be excluded from the class action settlement in the matter of *Urbano Zavala Lopez v. Food for Life Baking Co., Inc.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Employee, exclusion from the Class Settlement will not result in exclusion from the PAGA Settlement and I will still be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

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

NOTICE OF OBJECTION FORM

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

If you wish to object to the Class Settlement, you must state all grounds for your objection (space is provided below for doing so), attach any documents you are relying on for your objection, provide your signature, and return this form to the Settlement Administrator, by mail, postmarked on or before **May 28, 2026**, at the following mailing address:

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

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

Date: _____

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

AVISO DE ACUERDO DE ACCIÓN COLECTIVA

Urbano Zavala Lopez v. Food for Life Baking Co., Inc.
Tribunal Superior de California del Condado de Riverside, Caso No. CVRI2305901

POR FAVOR, LEA ESTE AVISO COLECTIVO DETENIDAMENTE.

Usted ha recibido este Aviso Colectivo porque los registros del Demandado indican que podría ser elegible para participar en el acuerdo de acción colectiva alcanzado en el caso mencionado anteriormente.

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

Este Aviso Colectivo tiene como objetivo informarle sobre sus derechos y opciones con respecto al acuerdo, y cómo puede solicitar ser excluido del Acuerdo Colectivo, oponerse al Acuerdo Colectivo y/o impugnar la cantidad de Semanas Laborales y/o Períodos de Pago que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo en una demanda de acción colectiva y representativa entre Urbano Zavala Lopez (“Demandante”) y Food for Life Baking Co., Inc. (“Demandado”) (el Demandante y el Demandado se denominan colectivamente las “Partes”) en el caso *Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Caso No. CVRI2305901 del Tribunal Superior del Condado de Riverside (“Acción”), que puede afectar sus derechos legales. El 9 de marzo de 2026, el Tribunal otorgó la aprobación preliminar del acuerdo y programó una audiencia para el 17 de agosto de 2026 a las 8:30 a. m. (“Audiencia de Aprobación Final”) para determinar si el Tribunal debe o no otorgar la aprobación final del acuerdo.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo.	Si no hace nada, será Miembro de Clase del Acuerdo y tendrá derecho a una Parte Individual del Acuerdo y a uno de PAGA (si corresponde). A cambio, usted acepta renunciar a las Reclamaciones Liberadas de Clase contra las Partes Liberadas que están cubiertas por el Acuerdo. Consulte la Sección III.D de este Aviso Colectivo.
Puede optar por no participar en el Acuerdo Colectivo, pero no en el de PAGA. La fecha límite para excluirse es a más tardar el 28 de mayo de 2026.	Si no desea participar plenamente en el Acuerdo Colectivo propuesto, puede optar por no participar en el mismo enviando una Solicitud de Exclusión al Administrador del Acuerdo. Una vez excluido, ya no tendrá derecho a un Pago Individual del Acuerdo. Véase la Sección IV.B. de este Aviso Colectivo. No puede optar por no participar en el Acuerdo de PAGA. El Demandado deberá realizar los Pagos Individuales de PAGA a todos los Empleados de PAGA.
Los Miembros de Clase del Acuerdo pueden oponerse al Acuerdo Colectivo, pero no al de PAGA. Las objeciones por escrito deben presentarse a más tardar el 28 de mayo de 2026.	Todos los Miembros de Clase que no presenten una Solicitud de Exclusión válida y oportuna ("Miembros de Clase del Acuerdo") pueden oponerse al Acuerdo Colectivo enviando al Administrador del Acuerdo un Aviso de Objeción. Véase la Sección IV.C de este Aviso Colectivo. Los Miembros de Clase del Acuerdo no pueden oponerse al Acuerdo de PAGA.
Puedes impugnar el número de tus Semanas Laborales y/o Períodos de Pago (si los hubiera). Las impugnaciones por escrito deben presentarse a más tardar el 28 de mayo de 2026.	El monto de su Parte Individual del Acuerdo y el Pago Individual de PAGA (si corresponde) dependen de cuántas Semanas Laborales y Períodos de Pago (si corresponde) se determinó que trabajó durante el Período de Clase y/o el Período de PAGA. Si no está de acuerdo con alguna de las cifras que aparecen a continuación, deberá presentar una Impugnación ante el Administrador del Acuerdo. Consulte la Sección III.B de este Aviso Colectivo. Se le han acreditado « Work_Weeks » Semanas Laborales durante el Período de Clase. Se le han acreditado « PAGA_Pay_Periods » Períodos de Pago durante el Período de PAGA.

I. DEFINICIONES IMPORTANTES

“Clase” o “Miembro(s) de Clase” se refiere al Demandante y a todos los empleados actuales y pasados remunerados por hora, que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período de Clase.

“Período de Clase” se refiere al período comprendido entre el 2 de noviembre de 2019 y el 31 de diciembre de 2024.

“Acuerdo Colectivo” significa la resolución y conciliación de todas las Reclamaciones Liberadas de Clase.

“Empleado(s) de PAGA” significa todos los empleados actuales y pasados remunerados por hora que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período de PAGA.

“Período de PAGA” se refiere al período comprendido entre el 2 de noviembre de 2022 y el 9 de marzo de 2026.

“Acuerdo de PAGA” significa la resolución y conciliación de todas las Reclamaciones Liberadas de PAGA.

II. ANTECEDENTES DE LA ACCIÓN

El 2 de noviembre de 2023, el Demandante entregó una notificación por escrito a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”) y al Demandado sobre las disposiciones específicas del Código Laboral de California que, según el Demandante, fueron violadas (“Carta de PAGA”). El 2 de noviembre de 2023, el Demandante inició una presunta acción colectiva mediante la presentación de una Denuncia de Acción Colectiva por daños y perjuicios. El 16 de octubre de 2025, el Demandante presentó una Primera Denuncia Colectiva y Representativa Enmendada (“Denuncia Operativa”).

El Demandante es un empleado actual, pero inactivo, del Demandado. El Demandante alega que el Demandado no pagó el salario mínimo, no pagó las horas extras, no proporcionó los períodos de comida reglamentarios ni los pagos de primas en su lugar, no proporcionó los períodos de descanso reglamentarios ni los pagos de primas en su lugar, no pagó los salarios a tiempo durante el empleo, no pagó los salarios a tiempo al finalizar el empleo, no proporcionó talones de pago precisos y no reembolsó los gastos comerciales necesarios, por violaciones de las Secciones 17200-17210 del Código de Negocios y Profesiones de California con base en las violaciones del Código Laboral de California antes mencionadas, y por sanciones civiles bajo la Ley de Acción Privada del Fiscal General (“PAGA”) con base en las violaciones del Código Laboral de California antes mencionadas. El Demandante solicita, entre otras cosas, la recuperación de los salarios impagos y de las primas por períodos de comida y descanso, los gastos comerciales no reembolsados, la restitución, las sanciones, los intereses y los honorarios y costas de los abogados.

El Demandado niega rotundamente haber violado ley alguna o haber dejado de pagar salarios, y niega además cualquier responsabilidad frente al Demandante, la Clase o los Empleados de PAGA. El Demandado sostiene que cumplió con todas las leyes aplicables.

Las Partes participaron en una mediación con un mediador de acciones colectivas de reconocido prestigio, con el fin de resolver la Acción mediante la negociación de una solución por acuerdo (llegar a un acuerdo), sin que se emitiera una decisión ni admisión sobre quién tiene razón o no, en lugar de continuar con el costoso y prolongado proceso de litigio. Como resultado, las Partes llegaron a un acuerdo. Posteriormente, las Partes celebraron un Acuerdo de Transacción de Acción Representativa Colectiva y PAGA (“Acuerdo” o “Acuerdo de Transacción”).

El 9 de marzo de 2026, el Tribunal dictó una orden aprobando preliminarmente el Acuerdo. El Tribunal ha designado a Apex Class Action LLC como el administrador del Acuerdo (“Administrador del Acuerdo”), al Demandante Urbano Zavala López como Representante de Clase (“Representante de Clase”) y a los siguientes abogados del Demandante como los Abogados de Clase (“Abogados de Clase”):

Jonathan M. Genish

Miriam L. Schimmel

Joana Fang

Alexandra Rose

Jared C. Osborne

Blackstone Law, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

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

Si usted es Miembro de Clase, no necesita realizar ninguna acción para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso no recibirá dicho pago), objetar al Acuerdo Colectivo y/o impugnar las Semanas Laborales y/o los Períodos de Pago que se le hayan acreditado, si así lo desea, como se explica con más detalle en las secciones III y IV a continuación. Si usted es un Empleado de PAGA, no necesita hacer nada para recibir un Pago Individual de PAGA.

El Acuerdo representa una solución de compromiso y la resolución de las reclamaciones. Nada de lo estipulado en el Acuerdo se interpretará ni se considerará una admisión por parte del Demandado de que las reclamaciones en la Acción tengan fundamento o de que el Demandado tenga alguna responsabilidad ante el Demandante, los Miembros de Clase o los Empleados de PAGA. El Demandante y el Demandado, junto con sus respectivos abogados, han llegado a la conclusión y coinciden en que, a la luz de los riesgos e incertidumbres que conlleva para cada parte la continuación del litigio, el acuerdo es justo, razonable y adecuado, y redundará en el mejor interés de los Miembros de Clase, del estado de California y de los Empleados de PAGA. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones presentadas en la Acción y solo ha determinado que existen pruebas suficientes para sugerir que el Acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier decisión final sobre esas cuestiones se tomará en la audiencia de Aprobación Final.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto total del acuerdo es de ochocientos cuarenta mil dólares con cero centavos (\$840,000.00) (“Monto Total del Acuerdo”). La parte del Monto Total del Acuerdo disponible para el pago a los Miembros de Clase se denomina “Monto Neto del Acuerdo”. El Monto Neto del Acuerdo será el Monto Total del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados, en un monto que no exceda el 35% del Monto Total del Acuerdo (es decir, \$294,000.00), y reembolso de costos y gastos de litigio, en un monto que no exceda los veinticinco mil dólares con cero centavos (\$25,000.00) para los Abogados de Clase; (2) el monto de cincuenta mil dólares con cero centavos (\$50,000.00) asignado a sanciones civiles bajo la Ley de Acción Privada del Fiscal General (“Monto de PAGA”), del cual se pagará a la LWDA el 75% (\$37,500.00) (“Pago de LWDA”) y el 25% restante (\$12,500.00) se distribuirá a los Empleados de PAGA (“Monto de Empleado de PAGA”); y (3) Costos de Administración del Acuerdo por un monto que no exceda los ocho mil dólares con cero centavos (\$8,000.00) para el Administrador del Acuerdo.

Los Miembros de Clase tienen derecho a recibir un pago en virtud del Acuerdo Colectivo de su parte *proporcional* del Monto Neto del Acuerdo (“Parte Individual del Acuerdo”) en función del número de semanas que cada Miembro de Clase trabajó para el Demandado, durante al menos un día, como empleado por horas 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 Clase para obtener el “Valor Estimado de Semana Laboral” y ha multiplicado cada una de las Semanas laborales de cada Miembro de Clase por el Valor Estimado de Semana Laboral para obtener una Parte Individual del Acuerdo que cada Miembro de Clase puede tener derecho a recibir en virtud del Acuerdo Colectivo (que se enumera en la Sección III.C a continuación). Los Miembros de Clase del Acuerdo recibirán su Pago Individual del Acuerdo final.

Cada Parte Individual del Acuerdo se asignará como veinticinco por ciento (25%) como salario, que se informará en un formulario W-2 del IRS, y setenta y cinco por ciento (75%) como sanciones, intereses y daños no salariales, que se informarán en un formulario 1099 del IRS (si corresponde). Cada Parte estará sujeta a una reducción, por la porción salarial que le corresponda al empleado, de los impuestos sobre la nómina y las retenciones con respecto a la porción salarial de las Partes Individuales del Acuerdo (“Impuestos Pagados por el Empleado”), lo que dará como resultado un pago neto al Miembro de Clase del Acuerdo (“Pago Individual del Acuerdo”). La parte de los impuestos y las contribuciones que le correspondan al empleador en relación con la porción salarial de las Partes Individuales del Acuerdo (“Impuestos del Empleador”) será pagada por el Demandado por separado y, adicionalmente, al Monto Total del Acuerdo.

Los Empleados de PAGA son elegibles para recibir un pago bajo el Acuerdo de PAGA, de su parte *proporcional* del Monto del Empleado de PAGA (“Pago Individual de PAGA”), basado en la cantidad de períodos de pago en los que cada Empleado de PAGA trabajó para el Demandado durante al menos un día del Período de PAGA (“Períodos de Pago”). El Administrador del Acuerdo dividió el Monto del Empleado de PAGA, es decir, el 25% del Monto de PAGA, entre los Períodos de Pago de todos los Empleados de PAGA para obtener el “Valor de la Semana laboral de PAGA”, y multiplicó los Períodos de Pago de cada Empleado de PAGA por el Valor de la Semana laboral de PAGA para obtener el Pago Individual de PAGA de cada Empleado de PAGA.

Cada Pago Individual de PAGA se asignará como sanción del cien por ciento (100%), no estará sujeto a impuestos ni retenciones y se informará en el formulario 1099 del IRS (si corresponde).

Si el Tribunal aprueba definitivamente el Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros de Clase del Acuerdo y los Pagos Individuales de PAGA se enviarán por correo a los Empleados de PAGA a la dirección que consta en los registros del Administrador del Acuerdo. **Si la dirección a la que se envió este Aviso Colectivo no es correcta, o si usted se muda después de recibir este Aviso, debe proporcionar su dirección correcta al Administrador del Acuerdo lo antes posible para garantizar que reciba cualquier pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus Semanas laborales y Períodos de pago (si corresponde) según registros del Demandado

Según los registros del Demandado:

- Desde el 2 de noviembre de 2019 hasta el 31 de diciembre de 2024 (es decir, el Período de Clase), se le acredita haber trabajado «Work_Weeks» Semanas Laborales.
- Desde el 2 de noviembre de 2022 hasta el 9 de marzo de 2026 (es decir, el Período de PAGA), se le acredita que ha trabajado «PAGA_Pay_Periods» Períodos de Pago.

Si desea impugnar las Semanas laborales y/o los Períodos de Pago que se le han acreditado, debe presentar su impugnación por escrito al Administrador del Acuerdo. (“Impugnar”). La impugnación debe: (a) contener el nombre y número del caso de la Acción (*Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Caso No. CVRI2305901); (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 usted impugna el número de Semanas laborales y/o Períodos de Pago que se le acreditan y cuál sostiene que es el número correcto; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B a continuación, con sello postal **a más tardar el 28 de mayo de 2026**.

Para respaldar su impugnación, debe enviar copias de sus talones de pago u otros documentos que acrediten su solvencia. El Administrador del Acuerdo aceptará como exacto el cálculo de Semanas laborales y/o Períodos de Pago realizado para el Demandado, con base en sus registros, a menos que usted envíe copias de dichos registros que contengan información contraria. Debe enviar copias en lugar de los originales, ya que los documentos no le serán devueltos. El Administrador del Acuerdo resolverá las impugnaciones relacionadas con la Semana laboral y/o el Período de Pago, basándose en su presentación y en la información proporcionada por los Abogados de Clase (quienes abogarán en nombre de los Miembros de Clase) y por el abogado del Demandado. La decisión del Administrador del Acuerdo es definitiva. No se puede apelar ni impugnar de ninguna otra forma su decisión final.

C. Su estimado de la Parte Individual del Acuerdo y del Pago de PAGA (si corresponde)

Como se explicó anteriormente, su Parte Individual del Acuerdo estimada y el Pago Individual de PAGA (si corresponde) se basan en el número de Semanas laborales y de Períodos de Pago (si corresponde) que se le acreditaron.

Según los términos del Acuerdo, su Parte Individual del Acuerdo se estima en \$«Est_Class_PMT». La Parte Individual del Acuerdo está sujeta a una reducción por impuestos y retenciones que le corresponden al empleado respecto de la porción salarial de dicha parte, y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que este entre en vigor.

Según los términos del Acuerdo, su Pago Individual de PAGA se estima en \$«Est_PAGA_PMT» y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que este entre en vigor.

El proceso de aprobación del acuerdo puede tardar varios meses. Su Parte Individual del Acuerdo y su Pago Individual de PAGA (si corresponde), que se reflejan en este Aviso Colectivo, son solo una estimación. Su Pago Individual del Acuerdo y de PAGA (si corresponde) pueden variar.

D. Liberación de Reclamaciones

Tras la Fecha de Entrada en Vigor y el pago total del Monto Total del Acuerdo, se considerará que el Demandante y todos los Miembros de Clase de Acuerdo han liberado, acordado, transigido, renunciado y exonerado de forma plena, definitiva e irrevocable a las Partes Exoneradas de todas las Reclamaciones Liberadas de Clase. En virtud de esta liberación, cualquier reclamación bajo la FLSA que se base en las Reclamaciones Liberadas de Clase está sujeta a cosa juzgada de conformidad con la ley aplicable, incluyendo, pero no limitada a *Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d 1106 (9th Cir. 2018) y, por lo tanto, no puede alegarse en una acción futura.

Tras la Fecha de Entrada en Vigor y el pago total del Monto Total del Acuerdo, el Demandante y el Estado de California, con respecto a todos los Empleados de PAGA, liberarán a las Partes Exoneradas de las Reclamaciones Liberadas de PAGA.

“Reclamaciones Liberadas de Clase” significa todas y cada una de las reclamaciones bajo cualquier ley federal, estatal o local, que fueron alegadas en la Denuncia Operativa o que podrían haber sido con base en las alegaciones de hecho en la Denuncia Operativa, que surjan durante el Período de Clase, que específicamente incluye todas las reclamaciones por salarios no pagados, incluyendo, falta de pago de salarios mínimos, compensación por tiempo normal, compensación por horas extras, compensación por doble tiempo e intereses; el cálculo de la tasa regular de pago; supuesto redondeo ilegal de tiempo; falta de indemnización o reembolso de gastos; salarios/primas de período de comida y/o período de descanso perdidos/cortos/tardíos/interrumpidos; falta de provisión de períodos de comida; falta de autorización y permiso de períodos de descanso; el cálculo de primas de período de comida y/o período de descanso; pago por todas las horas trabajadas, incluyendo el trabajo fuera del horario; falta de pago oportuno de salarios durante el empleo; falta de pago oportuno de salarios finales; prácticas comerciales desleales relacionadas con las Reclamaciones Liberadas de Clase; sanciones legales, incluyendo sanciones por mantenimiento de registros, sanciones por declaración de salario, sanciones por salario mínimo y sanciones por tiempo de espera; declaraciones de salarios que no cumplen con los requisitos; y honorarios y costos de abogados; y todas las reclamaciones relacionadas con las Reclamaciones Liberadas de Clase que surjan bajo: el Código Laboral de California (incluidas las secciones 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802); las Órdenes Salariales CBI aplicables; la sección 17200 y *siguientes* del Código de Negocios y Profesiones de California; y la sección 1021.5 del Código de Procedimiento Civil de California. .

“Reclamaciones Liberadas de PAGA” significa todas y cada una de las reclamaciones descritas en la Carta de PAGA y solo en la medida en que se aleguen en la Denuncia Operativa, que surjan durante el Período de PAGA, por sanciones civiles bajo la Ley de Acción Privada del Fiscal General de 2004, secciones 2698-2699.8 del Código Laboral de California, que específicamente incluyen todas las reclamaciones conocidas y desconocidas relacionadas con la falta de pago de salarios mínimos, compensación por tiempo normal, compensación por horas extras, compensación por doble tiempo e intereses; el cálculo de la tasa de pago regular; supuesto redondeo ilegal del tiempo; falta de indemnización o reembolso de gastos; salarios/primas de período de comida y/o período de descanso perdidos/cortos/tardíos/interrumpidos; falta de provisión de períodos de comida; falta de autorización y permiso de períodos de descanso; el cálculo de primas de período de comida y/o período de descanso; pago por todas las horas trabajadas, incluido el trabajo fuera del horario laboral; declaraciones de sueldo; falta de pago oportuno de salarios; falta de pago oportuno de salarios finales; presuntas violaciones de las secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2800 y 2802 del Código Laboral de California; y presuntas violaciones de las Órdenes Salariales CBI aplicables.

“Partes Liberadas” El Demandado y todos sus agentes, empleados, agentes administradores, dependientes, funcionarios, directores, miembros, propietarios (ya sean directos o indirectos), socios generales, socios limitados, fideicomisarios, representantes, accionistas, acreedores hipotecarios o arrendadores de terrenos, abogados, empresas matrices, subsidiarias, patrocinadores de capital, empresas/corporaciones relacionadas y/o sociedades, divisiones, cesionarios, predecesores, sucesores, aseguradoras, consultores, empresas conjuntas, empleadores conjuntos, empleadores conjuntos potenciales y supuestos, agencias de personal temporal, empleadores duales, supuestos empleadores duales, coempleadores, supuestos coempleadores, contratistas, afiliados, proveedores de servicios, alter egos, supuestos alter egos, proveedores, organizaciones afiliadas, cualquier persona y/o entidad con responsabilidad conjunta potencial o presunta, y todos sus respectivos empleados, directores, funcionarios, miembros, propietarios, agentes, representantes, agencias de nómina, abogados, accionistas, fiduciarios, empresas matrices, subsidiarias, otros, pasados, presentes y futuros proveedores de servicios, y cesionarios y todas y cada una de las personas que actúen bajo, por, a través de o en concierto con cualquiera de ellos .

E. Honorarios y costas de los Abogados de Clase

Los Abogados de Clase solicitarán honorarios por un monto que no exceda el treinta y cinco por ciento (35%) del Monto Total del Acuerdo (es decir, \$294,000.00) y el reembolso de los costos y gastos del litigio por un monto que no exceda los veinticinco mil dólares y cero centavos (\$25,000.00) (colectivamente, “Honorarios y Costos de Abogados”), sujeto a la aprobación del Tribunal. Los honorarios y costas de los Abogados, según lo determine el Tribunal, se pagarán del Monto Total del Acuerdo. Los Abogados de Clase han estado llevando a cabo la Acción en nombre del Demandante, los Miembros de Clase y los Empleados de PAGA, con honorarios condicionales (es decir, sin haber recibido ningún pago hasta la fecha), y han pagado todos los costos y gastos del litigio.

F. Costos de Administración del Acuerdo para el Administrador

Se estima que el pago al Administrador del Acuerdo no excederá los ocho mil dólares con cero centavos (\$8,000.00) (“Costos de Administración del Acuerdo”) para cubrir los costos del proceso de notificación y administración del acuerdo, incluyendo, entre otros, el gasto de notificar a los Miembros de Clase sobre el acuerdo, procesar las Solicitudes de Exclusión, los Avisos de Objeción y las Impugnaciones, calcular las Partes Individuales del Acuerdo, los Pagos Individuales del Acuerdo y los Pagos Individuales de PAGA, y distribuir los pagos y los formularios

fiscales bajo el Acuerdo, y se pagará con el Monto Total del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON SUS 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. Usted será incluido automáticamente en el Acuerdo Colectivo y recibirá su Pago Individual del Acuerdo correspondiente, a menos que decida excluirse de él.

A menos que usted decida excluirse del Acuerdo Colectivo y el Tribunal otorgue la aprobación final del Acuerdo, usted estará sujeto a los términos de este y a cualquier sentencia que el Tribunal pueda dictar con base en él, y usted renunciará a las Reclamaciones Liberadas de Clase contra las Partes Exoneradas, como se describe en la Sección III.D anterior.

Si usted es un Empleado de PAGA, recibirá automáticamente su Pago Individual de PAGA.

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

Su cheque se enviará a la misma dirección que figura en este Aviso Colectivo. Si cambia de domicilio, asegúrese de notificarlo al Administrador del Acuerdo lo antes posible.

B. Solicitud de Exclusión del Acuerdo Colectivo

Los Miembros de Clase pueden solicitar ser excluidos del Acuerdo Colectivo presentando una carta que indique su solicitud de exclusión, como se describe a continuación, o completando y enviando el Formulario de Solicitud de Exclusión adjunto (ambos denominados “Solicitud de Exclusión”) al Administrador del Acuerdo, a la siguiente dirección:

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

Una Solicitud de Exclusión debe: (a) contener el nombre y número del caso de la Acción (*Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Caso No. CVRI2305901); (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 sello postal **a más tardar el 28 de mayo de 2026**.

Si el Tribunal otorga la aprobación final del Acuerdo, ningún Miembro de Clase que presente una Solicitud de Exclusión válida y oportuna recibirá un Pago Individual de Acuerdo, no estará sujeto al Acuerdo Colectivo (ni a la liberación de las Reclamaciones Liberadas de Clase descritas en la Sección III.D anterior) y no tendrá derecho a oponerse, apelar ni comentar sobre el Acuerdo Colectivo. Los Miembros de Clase que no presenten una Solicitud de Exclusión válida y oportuna serán considerados Miembros de Clase del Acuerdo y estarán sujetos a todos los términos del Acuerdo Colectivo, incluidos los relativos a la liberación de reclamaciones descritas en la Sección III.D anterior, así como a cualquier sentencia que el Tribunal pueda dictar con base en ello.

Los Empleados de PAGA seguirán recibiendo un Pago Individual de PAGA, independientemente de si presentan una Solicitud de Exclusión.

Los Empleados de PAGA no pueden solicitar su exclusión del Acuerdo de PAGA.

C. Objetar al Acuerdo Colectivo

Usted puede oponerse al Acuerdo Colectivo, siempre y cuando no haya presentado una Solicitud de Exclusión, presentando una objeción por escrito, como se describe a continuación, o completando y enviando el Formulario de Aviso de Objeción adjunto (ambos denominados “Aviso de Objeción”) al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre y número del caso de la Acción (*Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Caso No. CVRI2305901); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración escrita de todos los fundamentos de la objeción; (d) adjuntar cualquier documento en el que se base para la objeción; y (e) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B anterior, con sello postal **a más tardar el 28 de mayo 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.

Los Empleados de PAGA no pueden oponerse al Acuerdo de PAGA.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento 1 del Tribunal Superior del Condado de Riverside, ubicado en el Palacio de Justicia Histórico de Riverside, 4050 Main Street, Riverside, California 92501, el **17 de agosto de 2026**, a las **08:30 a.m.**, para determinar si el Acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. Asimismo, se solicitará al Tribunal que apruebe y conceda los honorarios y costas de los abogados de la parte demandante, así como los Gastos de Administración del Acuerdo al Administrador del Acuerdo.

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

En el sitio web del Tribunal, encontrará información sobre cómo comparecer de forma remota a través de Zoom (para la Audiencia de Aprobación Final que se llevará a cabo en el Departamento 1 del Palacio de Justicia Histórico de Riverside del Tribunal Superior de Riverside): <https://riverside.courts.ca.gov/remoteppearance>

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Transacción, debe revisar el Acuerdo de Transacción detallado, que se adjunta como Anexo 3 a la Declaración de Alexandra Rose en apoyo de la Moción del Demandante para la Aprobación Preliminar de la Acción Colectiva y el Acuerdo de PAGA presentado el 26 de diciembre de 2025 y otros documentos que se encuentran archivados en la División de Gestión de Registros del Tribunal Superior del Condado de Riverside, ubicada en el Palacio de Justicia Histórico de Riverside, 4050 Main Street, Riverside, California 92501. Algunos documentos e información relacionados con la Acción también pueden consultarse en línea, previo pago de una tarifa o a un precio mínimo, en el sitio web del Tribunal Superior del Condado de Riverside (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). Para consultar y acceder a documentos e información en los sistemas del Tribunal, deberá utilizar el número de expediente de la Acción (Caso No. CVRI2305901).

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

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



IMPORTANTE:

- **¿Qué ocurre si cambia su dirección?** - Para recibir su cheque, debe notificar inmediatamente al Administrador del Acuerdo cualquier cambio de dirección.
- **¿Qué sucede si no puede cobrar un cheque?** Los cheques del acuerdo quedarán sin efecto 180 días después de su emisión si no se depositan ni se cobran, y esta fecha de vencimiento está impresa en el cheque. En tales casos, el Administrador del Acuerdo ordenará que todos los fondos no reclamados se paguen a la División de Propiedad No Reclamada del Contralor de California a nombre y en beneficio de la persona que no cobró su cheque. Los fondos pueden solicitarse en https://www.sco.ca.gov/upd_msg.html.
- **¿Qué pasa si pierde su cheque?** - Si pierde o extravía su cheque antes de cobrarlo, el Administrador del Acuerdo lo reemplazará siempre y cuando solicite un reemplazo antes de la fecha de vencimiento que figura en el cheque original. Si su cheque ya no es válido, debe consultar el sitio web de la División de Propiedad No Reclamada del Contralor de California para obtener instrucciones sobre cómo recuperar los fondos.

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

UTILICE Y DEVUELVA ESTE FORMULARIO ÚNICAMENTE SI DESEA EXCLUIRSE DEL ACUERDO COLECTIVO.

Si desea excluirse del Acuerdo Colectivo, debe leer y firmar la siguiente declaración y devolver este formulario al Administrador del Acuerdo, por correo, con sello postal a más tardar el **28 de mayo de 2026** a la siguiente dirección postal:

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

Solicito ser excluido del acuerdo de acción colectiva en el caso de *Urbano Zavala Lopez v. Food for Life Baking Co., Inc* Al excluirme del acuerdo de acción colectiva, entiendo que no estaré sujeto al acuerdo y a la liberación de las Reclamaciones Liberadas de Clase y no recibiré un Pago Individual del Acuerdo. Entiendo que, no obstante, si soy un Empleado de PAGA, la exclusión del Acuerdo Colectivo no implicará la exclusión del Acuerdo de PAGA y seguiré recibiendo un Pago Individual de PAGA.

Fecha: _____

Nombre completo: _____

Dirección: _____

Número de teléfono: _____

Firma: _____

Para garantizar que este formulario se procese correctamente en su nombre y evitar confusiones en caso de que varias personas con nombres iguales o similares lo envíen, proporcione los últimos 4 dígitos de su número de Seguro Social al administrador para que se pueda confirmar su identidad:

Si no desea excluirse del Acuerdo Colectivo (y desea recibir un pago del mismo), no debe completar ni devolver este formulario; no necesita hacer nada.

FORMULARIO DE AVISO DE OBJECCIÓN

UTILICE Y DEVUELVA ESTE FORMULARIO ÚNICAMENTE SI DESEA OPONERSE AL ACUERDO COLECTIVO.

Si desea oponerse al Acuerdo Colectivo, debe indicar todos los motivos de su objeción (se proporciona un espacio a continuación para ello), adjuntar cualquier documento en el que se base para su objeción, proporcionar su firma y devolver este formulario al Administrador del Acuerdo, por correo postal, con sello postal a más tardar el **28 de mayo de 2026** a la siguiente dirección postal:

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

Deseo objetar al Acuerdo Colectivo por los siguientes motivos:

Fecha: _____

Nombre completo: _____

Dirección: _____

Número de teléfono: _____

Firma: _____

Para garantizar que este formulario se procese correctamente en su nombre y evitar confusiones en caso de que varias personas con nombres iguales o similares lo envíen, proporcione los últimos 4 dígitos de su número de Seguro Social al administrador para que se pueda confirmar su identidad:

EXHIBIT B



Quotation Request:
Joana Fang
Blackstone Law
jfang@blackstonepc.com
310.361.0599

Case Name: Lopez v. Food for Life Baking Co., Inc.
Date: Wednesday, October 16, 2024
RFP Number: 12456004

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	135
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*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	135	\$202.50
USPS First Class Postage	Per Piece	\$0.73	135	\$98.55
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	27	\$54.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$46.40	1	\$46.40
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$1,871.45

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



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$50.00	1	\$50.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$550.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	135	\$202.50
USPS First Class Postage	Per Piece	\$0.73	135	\$98.55
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	14	\$27.00
Reminder Postcard, USPS Postcard Postage	Per Piece	\$1.00	41	\$40.50
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
Sub Total:				\$3,183.55

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:			\$6,975.00
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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.