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8 Attorneys for Plaintiffs Brittni Aghedo, Ieasha Peters, and
9 Jimmy Quevedo and the Class

10 *(Additional counsel on following page)*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
13

14 BRITTON AGHEDO and IEASHA PETERS,
15 individually and on behalf of others similarly
16 situated, and JIMMY QUEVEDO, individually,
17 on behalf of others similarly situated and
aggrieved employees pursuant to the California
Private Attorneys General Act,

18 Plaintiff,
19 vs.

20 VILLA ESPERANZA SERVICES, a California
501(c)(3) non-profit organization; and DOES 1
21 through 25, inclusive,

22 Defendants.
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Case No.: 23STCV27362

Honorable Carolyn B. Kuhl
Department SS12

**DECLARATION OF STACEY SHIM ON
BEHALF OF APEX CLASS ACTION LLC,
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: November 4, 2025
Time: 10:30 a.m.
Dept.: SS12

Complaint Filed: November 6, 2023
FAC Filed: March 13, 2025
Trial Date: Not Set

1 I, Stacey Shim, 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 *Aghedo v. Villa Esperanza Services, et*
6 *al.*, matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 75 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and settlement administration, pursuant to the terms of the
17 Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to
18 be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing
19 the *Notice Of Class Action & Representative Action Settlement*, in English, Spanish, and Tagalog
20 (referred to as “Class Notice”); (b) receiving and processing requests for exclusion; (c) resolving disputes
21 among Class Members regarding the number of workweeks recorded by Defendant during the Class
22 Period, as stated on their individualized Class Notice.; (d) calculating individual settlement award
23 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required
24 by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;
25 (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
26 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
27 to perform.

1 4. On July 2, 2025, Class Counsel provided Apex with the Court-approved content for the Class
2 Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the
3 Parties' Counsel before being mailed.

4 5. On July 21, 2025, Defendant's counsel provided Apex with the Class List file, comprising the
5 full names, social security numbers, last known mailing addresses, dates worked for Defendant during
6 the Class Period, and the total number of relevant workweeks worked for each Class Member. The Class
7 List was successfully uploaded to our database, where it underwent a thorough review to identify any
8 duplicates or potential inconsistencies. The Class List consisted of a total of 650 individuals identified
9 as Class Members who worked 55,539 Workweeks. Accordingly, the Escalator Clause was not triggered.

10 6. In preparation for the mailing process, all 650 names and addresses listed in the Class List
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The
14 NCOA database contains records of requested address changes submitted to the USPS. If an updated
15 address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However,
16 in cases where no updated address was found in the NCOA database, the original address provided by
17 Defendant's counsel was used for the mailing of the Class Notice.

18 7. On July 29, 2025, the Class Notice was sent to all 650 individuals listed in the Class List using
19 U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

20 8. As of the date of this declaration, our office has received 33 returned Class Notices as
21 undeliverable. Apex conducted a computerized skip trace on the 33 returned Class Notices in order to
22 acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
23 in obtaining 25 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
24 Mail. As of the date of this declaration, 8 Class Notices have been considered undeliverable as no updated
25 address was found despite conducting skip tracing.

26 9. As of the date of this declaration, Apex has not received any Requests for Exclusion. The
27 Response Deadline was September 12, 2025.

1 10. As of the date of this declaration, Apex has not received any Notices of Objection. The Response
2 Deadline was September 12, 2025.

3 11. As of the date of this declaration, Apex has not received any Workweeks Disputes. The Response
4 Deadline was September 12, 2025.

5 12. As of the date of this declaration, Apex reports 650 Settlement Class Members, constituting 100%
6 of the Class.

7 13. The total number of Workweeks worked by Settlement Class Members during the Class Period
8 is 55,539. The Net Settlement Amount available to Settlement Class Members is estimated to be
9 \$704,870.00 and was calculated by subtracting the requested attorneys' fees (\$449,955.00), the
10 maximum amount allocated for litigation costs and expenses (\$25,500), the requested Enhancement
11 Payments totaling (\$22,500), the requested Settlement Administration Costs (\$12,175.00), and the
12 PAGA Amount (\$135,000.00) from the Gross Settlement Amount (\$1,350,000.00).

13 14. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to
14 be approximately \$3,375.92, the *average* Individual Settlement Share is currently estimated to be
15 approximately \$1,084.42, and the *lowest* Individual Settlement Share is currently estimated to be
16 approximately \$25.38. These amounts are subject to employee-side tax and withholdings.

17 15. Pursuant to the Settlement, 25% of the PAGA Amount (\$33,750.00) will be allocated to PAGA
18 Employees regardless of whether they opt out of the class settlement. PAGA Employees cannot opt out
19 of the PAGA settlement. There are 387 PAGA Employees who worked a total of 10,004 PAGA
20 Workweeks during the PAGA Period.

21 16. The *highest* Individual PAGA Payment to a PAGA Employee is approximately \$148.44, the
22 *average* Individual PAGA Payment is approximately \$87.21, and the *lowest* Individual PAGA Payment
23 is approximately \$3.37.

24 17. Apex's comprehensive fees and costs for administering the Settlement, covering both incurred
25 and anticipated expenses, amount to \$12,175.00. Apex will proceed with additional tasks related to this
26 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
27 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
28

1 upon by the Parties or ordered by the Court for Apex to undertake. A copy of Apex's quote is attached
2 hereto as **Exhibit B**.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 8th day of October 2025,
5 in Irvine, California.

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9 STACEY SHIM
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Exhibit A

Brittni Aghedo et al. v. Villa Esperanza Services
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

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DDTTF

Apex ID: 25VESP024 T1__PC1



NOTICE OF CLASS ACTION & REPRESENTATIVE ACTION SETTLEMENT

Brittni Aghedo et al. v. Villa Esperanza Services; Jimmy Quevedo v. Villa Esperanza Services

Superior Court of California for the County of Los Angeles, Case Nos. 23STCV27362; 24STCV04374

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between plaintiff Brittni Aghedo, plaintiff Ieasha Peters, and plaintiff Jimmy Quevedo ("Plaintiffs" and Defendant Villa Esperanza Services ("Defendant"))



«Tray_PC»

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Questions? Please call: 800.355.0700

Apex ID: «Apex_ID»

(Plaintiffs and Defendant are collectively referred to as the “Parties”) in the cases titled *Brittni Aghedo et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362 and *Jimmy Quevedo v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 24STCV04374 (collectively “Actions”), which may affect your legal rights. On July 2, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on November 4, 2025 at 10:30 AM (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” or “**Class Member**” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

“**Class Period**” means the period from November 6, 2019, through December 3, 2024.

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

“**PAGA Employees**” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

“**PAGA Period**” means the period from February 21, 2023, through December 3, 2024.

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

II. BACKGROUND OF THE ACTION

On November 6, 2023, plaintiff Brittni Aghedo and plaintiff Ieasha Peters commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 23STCV27362 (“Aghedo Complaint”).

On February 21, 2024, plaintiff Jimmy Quevedo provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that he contends were violated (“PAGA Letter”). On February 21, 2023, plaintiff Jimmy Quevedo commenced a putative class action lawsuit by filing a Class Action Complaint in the Los Angeles County Superior Court, Case No. 24STCV04374. On April 29, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint (“Quevedo Complaint” collectively with Aghedo 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”).

Plaintiffs contend that Defendant 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. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

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

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

On July 2, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action, LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
jgenish@blackstonepc.com
Karen I. Gold
kgold@blackstonepc.com
Sara Pezeshkpour
Spezeshkpour@blackstonepc.com
Ashley H. Cruz
acruz@blackstonepc.com
Marissa A. Mayhood
mmayhood@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211

Paul Haines
phaines@haineslawgroup.com
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350 / Fax: (424) 292-2355

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is one million three hundred and fifty thousand dollars and zero cents (\$1,350,000.00) (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 one-third of the Gross Settlement Amount (i.e., \$449,955.00 if the Gross Settlement Amount is \$1,350,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed twenty-five thousand and five hundred dollars and zero cents (\$25,500.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed seven thousand and five hundred dollars and zero cents (\$7,500.00) to each plaintiff for their services in the Actions; (3) the amount of one hundred and thirty-five thousand dollars and zero cents (\$135,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$101,250.00) (“LWDA Payment”) and the remaining 25% (\$33,750.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed fourteen thousand dollars and zero cents (\$14,000.00) to the Settlement Administrator.

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

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

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

PAGA Workweek Value to yield each PAGA Employee's Individual PAGA Payment.

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

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

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

According to Defendant's records:

- **From November 6, 2019 through December 3, 2024 (i.e., the Class Period), you are credited as having worked 3.00 Workweeks.**
- **From February 21, 2023 through December 3, 2024 (i.e., the PAGA Period), you are credited as having worked 1.00 PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Actions (*Brittini Aghedo et al. v. Villa Esperanza Services*, Case No. 23STCV27362 and *Jimmy Quevedo v. Villa Esperanza Services*, Case No. 24STCV04374); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before September 12, 2025**.

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

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$37.98. 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 \$3.37 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 full funding of the Gross Settlement Amount, Plaintiffs 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 full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, 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 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 16-2001.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (33.33%) of the Gross Settlement Amount (i.e., \$449,955.00 if the Gross Settlement Amount is \$1,350,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-five thousand and five hundred dollars and zero cents (\$25,500.00) (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 Actions on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of twenty-two thousand five hundred dollars and zero cents (\$22,500.00) (“Enhancement Payments”), to be split equally between Plaintiffs in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed fourteen thousand dollars and zero cents (\$14,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

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

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

B. Request Exclusion from the Class Settlement

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

Apex Class Action

A Request for Exclusion must: (a) contain the case name and number of the Actions (*Brittini Aghedo et al. v. Villa Esperanza Services*, Case No. 23STCV27362 and *Jimmy Quevedo v. Villa Esperanza Services*, Case No. 24STCV04374); (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 September 12, 2025**.

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

C. Object to the Class Settlement

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

The Notice of Objection must: (a) contain the case name and number of the Actions (*Brittini Aghedo et al. v. Villa Esperanza Services*, Case No. 23STCV27362 and *Jimmy Quevedo v. Villa Esperanza Services*, Case No. 24STCV04374); (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 September 12, 2025**.

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California, 90012 on November 4, 2025, at 10:30 AM, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved 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 LA Court Connect online at:

<https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court. You may view the Settlement Agreement and other documents filed in the Action by for a fee by making an appointment in advance and visiting the civil clerk's office during business hours, located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator's website at <https://apexclassaction.com/villaesperanza/> for more information and documents relating to the Settlement



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: 800.355.0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL.



AVISO DE DEMANDA COLECTIVA Y ACUERDO DE ACCIÓN REPRESENTATIVA
Brittini Aghedo et al. v. Villa Esperanza Services; Jimmy Quevedo v. Villa Esperanza Services

Tribunal Superior de California para el Condado de Los Ángeles, Casos Nos. 23STCV27362; 24STCV04374

POR FAVOR LEA ESTE AVISO COLECTIVO ATENTAMENTE.

Usted ha recibido este Aviso Colectivo porque los registros del Demandado indican que puede ser elegible para participar en el Acuerdo de Demanda Colectiva alcanzado en el caso mencionado anteriormente.

Usted no necesita realizar ninguna acción para recibir un pago del acuerdo.

Este Aviso de Colectivo está diseñado para informarle sobre sus derechos y opciones con respecto al acuerdo, y cómo puede solicitar ser excluido del Acuerdo de Colectivo, objetar el Acuerdo de Colectivo y/o disputar la cantidad de Semanas Laborales y/o Semanas Laborales de PAGA que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un Acuerdo de Colectivo y representativa entre la Demandante Brittini Aghedo, la Demandante Ieasha Peters y el Demandante Jimmy Quevedo ("Demandantes" y el Demandado Villa Esperanza Services ("Demandado")) (los Demandantes y el Demandado se denominan colectivamente las "Partes") en los casos titulados *Brittini Aghedo et al. v. Villa Esperanza Services*, Tribunal Superior del Condado de Los Ángeles, Caso No. 23STCV27362 y *Jimmy Quevedo v. Villa Esperanza Services*, Tribunal Superior del Condado de Los Ángeles, Caso No. 24STCV04374 (colectivamente "Acciones"), que pueden afectar sus derechos legales. El 2 de julio de 2025, el Tribunal otorgó la aprobación preliminar del acuerdo y programó una audiencia el 4 de noviembre de 2025 a las 10:30 a. m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debe otorgar o no la Aprobación Final del Acuerdo.

I. DEFINICIONES IMPORTANTES

"Grupo" o "Miembro del Grupo" son todos los empleados actuales y anteriores pagados por hora y/o no exentos que trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Período del Grupo.

"Período del Grupo" significa el período comprendido entre el 6 de noviembre de 2019 y el 3 de diciembre de 2024.

"Acuerdo Colectivo" significa el Acuerdo y la resolución de todas las Reclamaciones Colectivas Liberadas.

"Empleados de PAGA" se refiere a todos los empleados actuales y anteriores pagados por hora y/o no exentos que trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Período de PAGA.

"Período de PAGA" significa el período comprendido entre el 21 de febrero de 2023 y el 3 de diciembre de 2024.

"Acuerdo de PAGA" significa el Acuerdo y la resolución de todas las Reclamaciones de PAGA Liberadas.

II. ANTECEDENTES DE LA ACCIÓN

El 6 de noviembre de 2023, la Demandante Brittini Aghedo y la Demandante Ieasha Peters iniciaron una demanda colectiva putativa presentando una Demanda Colectiva por Daños y Perjuicios en el Tribunal Superior del Condado de Los Ángeles, Caso No. 23STCV27362 ("Demanda de Aghedo").

El 21 de febrero de 2024, el Demandante Jimmy Quevedo notificó por escrito a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral de California ("LWDA") y al Demandado las disposiciones específicas del Código Laboral de California que, según él, se violaron ("Carta PAGA"). El 21 de febrero de 2023, el Demandante Jimmy Quevedo inició una demanda colectiva putativa presentando una Demanda Colectiva en el Tribunal Superior del Condado de Los Ángeles, Caso No. 24STCV04374. El 29 de abril de 2024, el Demandante presentó una Primera Demanda Colectiva y Representativa Enmendada ("Demanda de Quevedo" colectivamente con la Demanda de Aghedo "Demanda Operativa"), agregando una causa de acción bajo la Ley de Fiscales Generales Privados de 2004 de conformidad con la Sección 2698 y siguientes del Código Laboral de California ("PAGA").

Los Demandantes sostienen que el Demandado no pagó adecuadamente los salarios mínimos y las horas extras, no proporcionó descansos para comer y descansar y las primas asociadas, no pagó oportunamente los salarios al finalizar el empleo y las sanciones asociadas por tiempo de espera, no proporcionó declaraciones de salarios precisas y no reembolsó los gastos comerciales y, por lo tanto, no participó en prácticas comerciales desleales en violación de la sección 17200 del Código de Negocios y Profesiones de California y sig., y conducta que da lugar a sanciones bajo PAGA. Los Demandantes buscan, entre otras cosas, la recuperación de salarios no pagados y primas de períodos de comida y descanso, gastos comerciales no reembolsados, restitución, multas, intereses y honorarios y costos de abogados.

El Demandado niega todas las acusaciones en las Acciones o que violó alguna ley.

Las Partes participaron en la mediación con un respetado mediador de demandas colectivas y, como resultado, las Partes llegaron a un acuerdo. Desde entonces, las Partes han celebrado una Estipulación Conjunta de Demanda Colectiva y Acuerdo de PAGA



("Acuerdo" o "Acuerdo de Conciliación").

El 2 de julio de 2025, el Tribunal emitió una orden que aprueba preliminarmente el Acuerdo. El Tribunal ha designado a Apex Class Action, LLC como administrador del Acuerdo ("Administrador del Acuerdo"), a los Demandantes como representantes del Grupo ("Representantes del Grupo") y a los siguientes abogados de los Demandantes como abogados del Grupo ("Abogados del Grupo"):

Jonathan M. Genish
jgenish@blackstonepc.com
Karen I. Gold
kgold@blackstonepc.com
Sara Pezeshkpour
Spezeshkpour@blackstonepc.com
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phaines@haineslawgroup.com
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350 / Fax: (424) 292-2355

Si usted es un Miembro del Grupo, no necesita tomar ninguna medida para recibir un Pago Colectivo Individual, pero tiene la oportunidad de solicitar la exclusión del Acuerdo del Grupo (en cuyo caso no recibirá un Pago Colectivo Individual), objetar el Acuerdo del Grupo y/o disputar las Semanas Laborales y/o las Semanas Laborales de PAGA que se le acreditan, 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 realizar ninguna acción para recibir un pago individual de PAGA; no tendrá la oportunidad de objetar o solicitar la exclusión del Acuerdo de PAGA y todos los Empleados de PAGA estarán obligados al Acuerdo de PAGA si el Tribunal otorga la aprobación final del Acuerdo.

El Acuerdo representa un compromiso y un acuerdo de reclamos altamente disputados. Nada en el Acuerdo tiene la intención ni se interpretará como una admisión por parte del Demandado de que los reclamos en las Acciones tienen mérito o que el Demandado tiene alguna responsabilidad ante los Demandantes, los Miembros del Grupo o los Empleados de PAGA. Los Demandantes y el Demandado, y sus respectivos abogados, han concluido y acordado que, a la luz de los riesgos e incertidumbres para cada parte del litigio continuo, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros del Grupo, el Estado de California y los Empleados de PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El Monto Bruto total del Acuerdo es de un millón trescientos cincuenta mil dólares y cero centavos (\$1,350,000.00) (el "Monto Bruto del Acuerdo "). La parte del Monto Bruto del Acuerdo que está disponible para el pago a los Miembros del Grupo 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) honorarios de abogados, por un monto que no exceda un tercio del Monto Bruto del Acuerdo (es decir, \$449,955.00 si el Monto Bruto del Acuerdo es de \$1,350,000.00), y reembolso de costos y gastos de litigio, por un monto que no exceda los veinticinco mil quinientos dólares y cero centavos (\$25,500.00) a los Abogados del Grupo; (2) Pagos por Servicios por un monto que no exceda los siete mil quinientos dólares y cero centavos (\$7,500.00) a cada Demandante por sus servicios en las Acciones; (3) la cantidad de ciento treinta y cinco mil dólares y cero centavos (\$135,000.00) asignada a sanciones civiles bajo la Ley de Fiscales Generales Privados ("Monto de PAGA"), de los cuales se pagará a la LWDA el 75% (\$101,250.00) ("Pago de LWDA") y el 25% restante (\$33,750.00) se distribuirá a los Empleados de PAGA ("Monto de Empleado de PAGA"); y (4) Costos de Administración del Acuerdo por un monto que no exceda los catorce mil dólares y cero centavos (\$14,000.00) al Administrador del Acuerdo.

Los Miembros del Grupo son elegibles para recibir el pago en virtud del Acuerdo del Grupo de su *parte prorrateada* del Monto

Neto del Acuerdo ("Pago Colectivo Individual") en función de la cantidad de semanas que cada Miembro del Grupo trabajó para el Demandado como empleado remunerado por hora o no exento en California durante el Período del Grupo ("Semanas Laborales"). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo por las Semanas Laborales de todos los Miembros del Grupo para obtener el "Valor Estimado de la Semana Laboral" y ha multiplicado las Semanas Laborales individuales de cada Miembro del Grupo por el Valor Estimado de la Semana Laboral para obtener una Pago Colectivo Individual estimada que cada Miembro del Grupo puede tener derecho a recibir en virtud del Acuerdo del Grupo (que se enumera en la Sección III.C a continuación). Los Miembros del Grupo que no presenten una Solicitud de Exclusión oportuna y válida ("Miembros del Grupo del Acuerdo") recibirán su Pago Colectivo Individual.

Cada Pago Colectivo Individual se asignará como el veinte por ciento (20%) como salarios, que se informarán en un Formulario W-2 del IRS, y el ochenta por ciento (80%) como multas, intereses y daños no salariales, que se informarán en un Formulario 1099 del IRS (si corresponde). Cada Pago Colectivo Individual estará sujeta a una reducción de la parte del empleado de los impuestos sobre la nómina y las retenciones con respecto a la parte salarial de los Pagos Colectivos Individuales, lo que resultará en un pago neto al Miembro del Grupo del Acuerdo ("Pago Colectivo Individual"). La parte del empleador de los impuestos y contribuciones en relación con la parte salarial de los Pagos Colectivos Individuales ("Impuestos del Empleador") será pagada por el Demandado por separado y además del Monto Bruto del Acuerdo.

Los Empleados de PAGA son elegibles para recibir el pago bajo el Acuerdo de PAGA de su *parte prorrateada* del Monto del Empleado de PAGA ("Pago Individual de PAGA") basado en la cantidad de semanas que cada Empleado de PAGA trabajó para el Demandado como empleado pagado por hora o no exento en California durante el Período de PAGA ("Semanas Laborales de PAGA"). El Administrador del Acuerdo había dividido el Monto del Empleado de PAGA, es decir, el 25% del Monto de PAGA, por las Semanas Laborales de PAGA de todos los Empleados de PAGA para obtener el "Valor de la Semana Laboral de PAGA", y multiplicó las Semanas Laborales de PAGA individuales 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 multas 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 otorga la aprobación final del Acuerdo, los Pagos Colectivos Individuales se enviarán por correo a los Miembros del Grupo del Acuerdo y los Pagos Individuales de PAGA se enviarán por correo a los Empleados de PAGA a la dirección que figura en los archivos del Administrador del Acuerdo. **Si la dirección a la que se envió por correo este Aviso Colectivo no es correcta, o si usted se muda después de recibir este Aviso Colectivo, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurarse de recibir cualquier pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus Semanas Laborales y Semanas Laborales de PAGA (si corresponde) según los registros del Demandado

Según los registros del Demandado:

- Desde el 6 de noviembre de 2019 hasta el 3 de diciembre de 2024 (es decir, el Período del Grupo), se le acredita haber trabajado 3.00 Semanas Laborales.
- Desde el 21 de febrero de 2023 hasta el 3 de diciembre de 2024 (es decir, el Período PAGA), se le acredita haber trabajado 1.00 Semanas Laborales PAGA.

Si usted desea disputar las Semanas Laborales y/o las Semanas Laborales de PAGA que se le acreditan, debe presentar su disputa por escrito al Administrador del Acuerdo ("Disputa de Semanas Laborales"). La Disputa de Semanas Laborales debe: (a) contener el nombre y el número de caso de las Acciones (*Brittini Aghedo et al. v. Villa Esperanza Services*, Caso No. 23STCV27362 y *Jimmy Quevedo v. Villa Esperanza Services*, Caso No. 24STCV04374); (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 disputa el número de Semanas Laborales y/o Semanas Laborales de PAGA que se le acreditan y lo que sostiene que es el número correcto; y (d) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B a continuación, con sello postal estampado **del 12 de septiembre de 2025 o antes**.

C. Su Pago Colectivo Individual y Pago Individual de PAGA (si corresponde) estimados

Como se explicó anteriormente, su Pago Colectivo Individual y Pago individual de PAGA (si corresponde) estimados se basan en la cantidad de Semanas Laborales y Semanas Laborales de PAGA (si corresponde) que se le acreditan.

Según los términos del Acuerdo, su Pago Colectivo Individual se estima en \$37.98. El Pago Colectivo Individual está sujeto a una reducción de la parte de impuestos y retenciones del empleado con respecto a



la parte salarial del Pago Colectivo Individual y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.

Según los términos del Acuerdo, se estima que su Pago Individual de PAGA es de \$3.37 y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.

El proceso de aprobación del Acuerdo puede demorar varios meses. Su Pago Colectivo Individual y el Pago Individual de PAGA (si corresponde) reflejados en este Aviso de Grupo son solo una estimación. Su Pago Colectivo Individual real y Pago PAGA Individual (si corresponde) pueden ser más altos o bajos.

D. Liberación de Reclamaciones

Una vez que se haya financiado completamente el Monto Bruto del Acuerdo, se considerará que los Demandantes y todos los Miembros del Grupo del Acuerdo han liberado, resuelto, comprometido, renunciado y liberado por completo, definitiva y para siempre a las Partes Liberadas de todas las Reclamaciones del Grupo Liberadas.

Tras la financiación total del Monto Bruto del Acuerdo, se considerará que los Demandantes, el Estado de California con respecto a todos los Empleados de PAGA y todos los Empleados de PAGA han liberado, resuelto, comprometido, renunciado y liberado por completo, definitiva y para siempre a las Partes Liberadas de todas las Reclamaciones de PAGA Liberadas.

"Reclamaciones Colectivas Liberadas" significa todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, garantías, costos, gastos, honorarios de abogados, daños o causas de acción que se alegaron o que podrían haberse alegado en base a las alegaciones fácticas en la Demanda Operativa, que surjan durante el Período del Grupo, bajo cualquier ley federal, estatal o local, e incluirán específicamente reclamos por la supuesta falta de pago de horas extras y salarios mínimos por parte del Demandado, proporcionar períodos de comida y descanso que cumplan con los requisitos y los pagos de primas asociados, pagar oportunamente los salarios al momento del despido, proporcionar declaraciones salariales precisas y reembolsar los gastos necesarios relacionados con el negocio en violación de las Secciones 201, 202, 203, 226 (a), 226.7, 510, 512 (a), 1194, 1197, 1197.1, 1198, 2800 y 2802, y las Órdenes Salariales de la Comisión de Bienestar Industrial (IWC), y todos los reclamos por honorarios y costos de abogados e intereses legales en relación con los mismos, Secciones 17200 y siguientes del Código de Negocios y Profesiones de California, y cualquier otro reclamo, incluidos los reclamos por sanciones legales, relacionados con los Miembros del Grupo.

"Reclamaciones de PAGA Liberadas" significa todos y cada uno de los reclamos que surjan de cualquiera de las alegaciones de hecho en la Carta de PAGA, que surjan durante el Período de PAGA, por sanciones civiles bajo la Ley de Fiscales Generales Privados de 2004, Secciones 2698 y siguientes del Código Laboral de California, incluidos todos los reclamos por honorarios de abogados y costos relacionados con los mismos, por la supuesta falta de pago de horas extras y salarios mínimos por parte del Demandado, proporcionar períodos de comida y descanso que cumplan con los requisitos y pagos de primas asociados, pagar oportunamente los salarios durante el empleo y al momento del despido, proporcionar declaraciones de salarios de quejas, mantener registros de nómina completos y precisos y reembolsar los gastos necesarios relacionados con el negocio en violación del Código Laboral de California §§ 201, 202, 203, 204, 226 (a), 226.7, 510, 512 (a), 1174 (d), 1194, 1197, 1197.1, 1198, 2800, y 2802, y las Órdenes Salariales de la Comisión de Bienestar Industrial, incluidas, *entre otras*, la Orden Salarial 16-2001.

"Partes Liberadas" significa el Demandado y sus funcionarios, directores, miembros, aseguradores, accionistas, subsidiarias, afiliados, predecesores, sucesores y cesionarios actuales y anteriores.

E. Honorarios y Costos de Abogados para los Abogados del Grupo

Los Abogados del Grupo solicitarán honorarios de abogados por un monto que no exceda un tercio (33.33%) del Monto Bruto del Acuerdo (es decir, \$449,955.00 si el Monto Bruto del Acuerdo es de \$1,350,000.00) y el reembolso de los costos y gastos del litigio por un monto que no exceda los veinticinco mil quinientos dólares y cero centavos (\$25,500.00) (colectivamente, "Honorarios y Costos de Abogados"), sujeto a la aprobación del Tribunal. Los honorarios y costos de los abogados otorgados por el Tribunal se pagarán con el Monto Bruto del Acuerdo. Los Abogados del Grupo han estado procesando las Acciones en nombre de los Demandantes, los Miembros del Grupo y los Empleados de PAGA sobre la base de honorarios de contingencia (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio.

F. Pagos por Servicio a los Demandantes

Los Demandantes buscarán la cantidad de veintidós mil quinientos dólares y cero centavos (\$22,500.00) ("Pagos por Servicio"), que se dividirán en partes iguales entre los Demandantes en reconocimiento de sus servicios en relación con las Acciones. Los Pagos por Servicios se pagarán con cargo al Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal, y si se otorgan, se pagarán a los Demandantes además de su Pago Colectivo Individual y el Pago PAGA Individual al que tienen derecho en virtud del Acuerdo.

G. Costos de Administración del Acuerdo al Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los catorce mil dólares y cero centavos (\$14,000.00) ("Costos de Administración del Acuerdo") por los costos del proceso de administración de notificación y acuerdo, incluidos, entre otros, los gastos de notificar a los Miembros del Grupo del Acuerdo, procesar Solicitudes de Exclusión, Avisos de Objeción y Disputa de Semanas Laborales, calcular los Pagos Colectivos Individuales, Pagos Colectivos Individuales y Pagos Individuales de PAGA, y distribución de pagos y formularios de impuestos en virtud del Acuerdo, y se pagará con cargo al Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL GRUPO?

A. Participar en el Acuerdo

Si usted desea participar en el Acuerdo Colectivo y recibir dinero del Acuerdo colectivo, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo colectivo y se le emitirá su Pago Colectivo Individual a menos que decida excluirse del Acuerdo colectivo.

A menos que elija excluirse del Acuerdo colectivo y si el Tribunal otorga la Aprobación Final del Acuerdo, estará sujeto a los términos del Acuerdo colectivo y a cualquier sentencia que pueda dictar el Tribunal en base a los mismos, y renunciará a las Demandas Colectivas Liberadas contra las Partes Liberadas como se describe en la Sección III.D anterior.

Si usted es un empleado de PAGA y el Tribunal otorga la aprobación final del Acuerdo, se le incluirá automáticamente en el Acuerdo de PAGA y se le emitirá su Pago Individual de PAGA. Esto significa que estará sujeto a los términos del Acuerdo de PAGA y cualquier sentencia que pueda dictar el Tribunal en base a los mismos, y liberará las Reclamaciones de PAGA Liberadas contra las Partes Liberadas como se describe en la Sección III.D anterior.

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

B. Solicitar ser Excluido del Acuerdo Colectivo

Los Miembros del Grupo pueden solicitar ser excluidos del Acuerdo del Grupo enviando una carta ("Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

Apex Class Action
P.O. Box 54668
Irvine, CA 92619

Una Solicitud de Exclusión debe: (a) contener el nombre y el número de caso de las Acciones (*Brittini Aghedo et al. v. Villa Esperanza Services*, Caso No. 23STCV27362 y *Jimmy Quevedo v. Villa Esperanza Services*, Caso No. 24STCV04374); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indique claramente que no desea ser incluido en el Acuerdo colectivo; y (d) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con sello postal estampado **del 12 de septiembre de 2025 o antes**.

Si el Tribunal otorga la aprobación final del Acuerdo, cualquier Miembro del Grupo que presente una Solicitud de Exclusión oportuna y válida no recibirá un Pago Colectivo Individual, no estará obligado por el Acuerdo del Grupo (y la liberación de las Reclamaciones Colectivas Liberadas descritas en la Sección III.D anterior) y no tendrá ningún derecho a objetar, apelación o comentario sobre el Acuerdo Colectivo. Los Miembros del Grupo que no presenten una Solicitud de Exclusión oportuna y válida se considerarán Miembros del Grupo del Acuerdo y estarán sujetos a todos los términos del Acuerdo del Grupo, incluidos los relacionados con la liberación de reclamos descritos en la Sección III.D anterior, así como a cualquier sentencia que pueda dictar el Tribunal en base a la misma. Los Empleados de PAGA estarán sujetos al Acuerdo de PAGA (y a la liberación de las Reclamaciones de PAGA Liberadas descritas en la Sección III.D anterior) y aun así se les emitirá un Pago Individual de PAGA, independientemente de si presentan una Solicitud de Exclusión.

C. Objetar al Acuerdo Colectivo

Puede objetar el Acuerdo colectivo siempre que no haya presentado una Solicitud de exclusión mediante la presentación de una objeción por escrito ("Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre y el número de caso de las Acciones (*Brittini Aghedo et al. v. Villa Esperanza Services*, Caso No. 23STCV27362 y *Jimmy Quevedo v. Villa Esperanza Services*, Caso No. 24STCV04374); (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 motivos de la objeción acompañada de cualquier apoyo legal para dicha objeción; (d) contener copias de cualquier documento, escrito u otros documentos en los que se base la objeción; y (e) ser devuelto por correo al



Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B anterior, con sello postal estampado **del 12 de septiembre de 2025 o antes.**

También puede comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado un Aviso de Objeción.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal llevará a cabo una Audiencia de Aprobación Final en el Departamento 12 del Tribunal Superior del Condado de Los Ángeles, ubicado en 312 North Spring Street, Los Ángeles, California, 90012 el 4 de noviembre de 2025 a las 10:30 a.m., para determinar si el Acuerdo debe aprobarse finalmente como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe y otorgue los Honorarios y Costos de los Abogados del Grupo a los Abogados del Grupo, los Pagos por Servicios a los Demandantes y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final puede continuar sin previo aviso a los Miembros del Grupo y a los Empleados Agraviados. No es necesario que comparezca en la Audiencia de Aprobación Final, aunque puede comparecer si lo desea. Puede encontrar más información sobre cómo comparecer de forma remota a través de LA Court Connect en línea en:

<https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=cj>.

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 revisar el Acuerdo de Conciliación detallado y otros documentos, que están archivados en el Tribunal. Puede ver el Acuerdo de Conciliación y otros documentos presentados en la Acción por una tarifa haciendo una cita con anticipación y visitando la oficina del secretario civil durante el horario comercial, ubicada en el Palacio de Justicia de Stanley Mosk, 111 North Hill Street, Los Ángeles, California 90012, o en línea visitando el siguiente sitio web: <https://www.lacourt.org/casesummary/ui/>

También puede visitar el sitio web del Administrador del Acuerdo en <https://apexclassaction.com/villaesperanza/> para obtener más información y documentos relacionados con el Acuerdo

POR FAVOR NO LLAME POR TELÉFONO 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 GRATUITO: 800.355.0700, O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DEL GRUPO.

PAUNAWA NG KASUNDUAN SA KASO NG KLASA AT PANGKATAWANG AKSYON

Brittini Aghedo atbp. laban sa Villa Esperanza Services; Jimmy Quevedo laban sa Villa Esperanza Services

Mataas na Hukuman ng California para sa County ng Los Angeles, Bilang ng Kaso 23STCV27362; 24STCV04374

PAKIBASA NANG MABUTI ANG PAUNAWANG ITO SA KLASA

Natanggap mo ang Paunawa para sa Klasa na ito dahil ipinapakita ng mga talaan ng Nasasakdal na maaari kang maging karapat-dapat na lumahok sa kasunduan sa aksyon ng klasa na naabot sa kasong tinutukoy sa itaas.

Hindi mo kailangang gumawa ng anumang hakbang upang makatanggap ng bayad mula sa kasunduan.

Ginawa ang Paunawa para sa Klasa na ito upang ipabatid sa iyo ang mga karapatan mo at mga opsyon kaugnay ng kasunduan, at kung paano ka maaaring humiling na maalis mula sa Kasunduan sa Klasa, tumutol sa Kasunduan sa Klasa, at/o kwestyunin ang bilang ng mga Linggo ng Trabaho at/o mga PAGA na Linggo ng Trabaho na nakatalaga sa iyo, kung nanaisin mo.

IPINABABATID SA IYO NA: Isang kasunduan sa aksyon ng klasa at kinatawag aksyon ang naabot sa pagitan ng mga nagsasakdal na sina Brittini Aghedo, Ieasha Peters, at Jimmy Quevedo (“Mga Nagsasakdal”) at ng Nasasakdal na Villa Esperanza Services (“Nasasakdal”) (sama-samang tinutukoy ang mga Nagsasakdal at Nasasakdal bilang “Mga Panig”) sa mga kasong pinamagatang *Brittini Aghedo atbp. laban sa Villa Esperanza Services*, Mataas na Hukuman ng Los Angeles County, Bilang ng Kaso 23STCV27362 at *Jimmy Quevedo laban sa Villa Esperanza Services*, Mataas na Hukuman ng Los Angeles County, Bilang ng Kaso 24STCV04374 (sama-samang tinutukoy bilang “Mga Aksyon”), na maaaring makaapekto sa iyong mga karapatang legal. Noong Hulyo 2, 2025, ipinagkaloob ng Hukuman ang paunang pag-apruba sa kasunduan at nagtakda ng pagdinig sa Nobyembre 4, 2025 sa ganap na 10:30 AM (“Pagdinig sa Pinal na Pag-apruba”) upang pagdesisyon kung dapat bang ipagkaloob ng Hukuman ang pinal na pag-apruba sa kasunduan.

I. MAHAHALAGANG KAHULUGAN

Ang “**Kasunduan ng PAGA**” ay tumutukoy sa kasunduan at pagresolba ng lahat ng Pinalayang Mga Paghahabol ng PAGA.

Ang “**Kasunduan sa Klasa**” ay tumutukoy sa kasunduan at pagresolba ng lahat ng Pinalayang Paghahabol ng Klasa.

Ang “**Klasa**” o “**Miyembro ng Klasa**” ay tumutukoy sa lahat ng kasalukuyan at dating mga empleyadong binabayaran kada oras at/o hindi sakop ng exemption na nagtrabaho para sa Nasasakdal sa loob ng Estado ng California sa anumang panahon sa loob ng Panahon ng Klasa.

Ang “**Mga Empleyado ng PAGA**” ay tumutukoy sa lahat ng kasalukuyan at dating mga empleyadong binabayaran kada oras at/o hindi sakop ng exemption na nagtrabaho para sa Nasasakdal sa loob ng Estado ng California sa anumang panahon sa loob ng Panahon ng PAGA.

Ang “**Panahon ng Klasa**” ay tumutukoy sa panahon mula Nobyembre 6, 2019, hanggang Disyembre 3, 2024.

Ang “**Panahon ng PAGA**” ay tumutukoy sa panahon mula Pebrero 21, 2023, hanggang Disyembre 3, 2024.

II. KASAYSAYAN NG AKSYON

Noong Nobyembre 6, 2023, sinimulan ng mga nagsasakdal na sina Brittini Aghedo at Ieasha Peters ang isang aksyon ng klasa sa pamamagitan ng pagsasampa ng Reklamo para sa Danyos sa ilalim ng Aksyon ng Klasa sa Mataas na Hukuman ng Los Angeles County, Bilang ng Kaso 23STCV27362 (“Reklamo ni Aghedo”).

Noong Pebrero 21, 2024, nagbigay ng nakasulat na paunawa ang nagsasakdal na si Jimmy Quevedo sa Labor and Workforce Development Agency (“LWDA”) ng California at sa Nasasakdal hinggil sa mga partikular na probisyon ng Batas sa Paggawa ng California na kanyang pinaniniwalaang nilabag (“Lihim ng PAGA”). Noong Pebrero 21, 2023, sinimulan ng nagsasakdal na si Jimmy Quevedo ang isang aksyon ng klasa sa pamamagitan ng pagsasampa ng Reklamo para sa Aksyon ng Klasa sa Mataas na Hukuman ng Los Angeles County, Bilang ng Kaso 24STCV04374. Noong Abril 29, 2024, nagsampa ang Nagsasakdal ng Unang Binagong Reklamo para sa Aksyon ng Klasa at Pagkatawanan (“Reklamo ni Quevedo,” na tinutukoy kasama ng Reklamo ni Aghedo bilang “Umiiral na Reklamo”), kung saan idinagdag ang isang sanhi ng aksyon sa ilalim ng Private Attorneys General Act of 2004 alinsunod sa Gawa sa Paggawa ng California Seksyon 2698, at mga kasunod nito (“PAGA”).

Ipinaglalaban ng mga Nagsasakdal na nabigo ang Nasasakdal na maayos na magbayad ng minimum na sahod at bayad sa overtime, magbigay ng wastong mga pahinga para sa pagkain at pagpapahinga at mga kaukulang premium, magbayad nang tama at nasa oras ng sahod sa pagtatapos ng empleyo at mga kaugnay na multa para sa paghihintay, magbigay ng tamang mga pahayag ng sahod, at mag-reimburse ng mga gastusin sa negosyo, at sa gayon ay nagsagawa ng hindi patas na mga gawi sa negosyo na lumalabag sa California Business and Professions Code seksyon 17200, at mga kasunod nito, at ng mga gawain na nagdudulot ng



mga multa sa ilalim ng PAGA. Naghahangad ang mga Nagsasakdal, bukod sa iba pa, na mabawi ang mga hindi pa nababayarang sahod at mga premium para sa mga panahon ng pagkain at pagpapahinga, mga hindi pa nababayarang gastusin sa negosyo, restitusyon, multa, interes, at mga bayad at gastos sa abogado.

Itinatanggi ng Nasasakdal ang lahat ng alegasyon sa mga Aksyon at ang anumang paglabag nito sa anumang batas.

Lumahok ang mga Panig sa pamamagitan kasama ang isang kilalang tagapamagitan para sa mga aksyon ng klase, at bilang resulta, nagkasundo ang mga Panig sa isang kasunduan. Mula noon, ang mga Panig ay pumasok sa isang Pinagsamang Kasunduan sa Aksyon ng Klase at PAGA (“Kasunduan” o “Kasunduan sa Pag-aareglo”).

Noong Hulyo 2, 2025, naglabas ng kautusan ang Hukuman na paunang nag-apruba sa Kasunduan. Itinalaga ng Hukuman ang Apex Class Action, LLC bilang tagapangasiwa ng Kasunduan (“Tagapangasiwa ng Kasunduan”), ang mga Nagsasakdal bilang mga kinatawan ng Klase (“Mga Kinatawan ng Klase”), at ang mga sumusunod na abogado ng mga Nagsasakdal bilang abogado para sa Klase (“Abogado ng Klase”):

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Kung isa kang Miyembro ng Klase, hindi mo na kailangang gumawa ng anumang hakbang upang makatanggap ng Indibidwal na Bayad mula sa Kasunduan, ngunit may pagkakataon kang humiling na maalis sa Kasunduan sa Klase (kung saan hindi ka makatanggap ng Indibidwal na Bayad ng Kasunduan), tumutol sa Kasunduan sa Klase, at/o kwestyunin ang bilang ng mga Linggo ng Trabaho at/o mga Linggo ng Trabaho ng PAGA na nakatalaga sa iyo, kung nanaisin mo, gaya ng mas detalyadong ipinaliliwanag sa mga Seksyon III at IV sa ibaba. Kung isa kang Empleyado ng PAGA, hindi mo kailangang gumawa ng anumang hakbang upang makatanggap ng Indibidwal na Bayad mula sa PAGA; wala kang pagkakataon na tumutol o humiling na maalis mula sa Kasunduan ng PAGA at lahat ng Empleyado ng PAGA ay mananatiling saklaw ng Kasunduan ng PAGA kung ipagkakaloob ng Hukuman ang pinal na pag-apruba sa Kasunduan.

Ang Kasunduan ay kumakatawan sa isang kompromiso at pag-aareglo ng mga matinding pinagtatalunang paghahabol. Wala sa nilalaman ng Kasunduan ang nilalayan o maaaring ipakahulugan bilang isang pag-amin ng Nasasakdal na may merito ang mga paghahabol sa mga Aksyon o na may anumang pananagutan ang Nasasakdal sa mga Nagsasakdal, sa mga Miyembro ng Klase, o sa mga Empleyado ng PAGA. Napagpasyahan at pinagkasunduan ng mga Nagsasakdal at ng Nasasakdal, at ng kani-kanilang mga abogado, na, dahil sa mga panganiib at kawalang-katiyakan ng pagpapatuloy ng paglilitis para sa magkabilang panig, ang Kasunduan ay patas, makatuwiran, at sapat, at para sa pinakamabuting kapakanan ng mga Miyembro ng Klase, ng Estado ng California, at ng mga Empleyado ng PAGA.

III. BUOD NG IPINAPANUKALANG KASUNDUAN

A. Pormula ng Kasunduan

Ang kabuuang gross na halaga ng kasunduan ay isang milyon tatlong daan at limampung libong dolyar at zero sentimo (\$1,350,000.00) (ang “Gross na Halaga ng Kasunduan”). Ang bahagi ng Gross na Halaga ng Kasunduan na nakalaan para sa pagbabayad sa mga Miyembro ng Klase ay tinatawag na “Net na Halaga ng Kasunduan.” Ang Net na Halaga ng Kasunduan ay

ang Gross na Halaga ng Kasunduan matapos bawas ang mga sumusunod na bayarin na sasailalim sa pag-apruba ng Hukuman: (1) bayad sa mga abogado na hindi lalampas sa isang-katlo ng Gross na Halaga ng Kasunduan (ibig sabihin, \$449,955.00 kung ang Gross na Halaga ng Kasunduan ay \$1,350,000.00), at pag-reimburse ng mga gastos at bayarin sa paglilitis na hindi lalampas sa dalawampu't limang libo at limang daang dolyar at zero sentimo (\$25,500.00) para sa Abogado ng Klase; (2) Enhancement Payments na hindi lalampas sa pitong libo at limang daang dolyar at zero sentimo (\$7,500.00) para sa bawat nagsasakdal bilang pagkilala sa kanilang mga serbisyo sa mga Aksyon; (3) halagang isang daan at tatlumpu't limang libong dolyar at zero sentimo (\$135,000.00) na inilaan para sa mga sibil na multa sa ilalim ng Private Attorneys General Act ("Halaga ng PAGA"), kung saan 75% (\$101,250.00) ay ibabayad sa LWDA ("Bayad sa LWDA") at ang natitirang 25% (\$33,750.00) ay ipapamahagi sa mga Empleyado ng PAGA ("Halaga para sa Empleyado ng PAGA"); at (4) Gastos para sa Pangangasiwa ng Kasunduan na hindi lalampas sa labing-apat na libong dolyar at zero sentimo (\$14,000.00) para sa Tagapangasiwa ng Kasunduan.

Ang mga Miyembro ng Klase ay karapat-dapat na makatanggap ng bayad sa ilalim ng Kasunduan sa Klase batay sa kanilang pro rata na bahagi ng Net na Halaga ng Kasunduan ("Indibidwal na Bahagi sa Kasunduan") batay sa bilang ng mga linggo na nagtrabaho ang bawat Miyembro ng Klase para sa Nasasakdal bilang mga empleyadong binabayaran kada oras o hindi sakop ng exemption sa California sa loob ng Panahon ng Klase ("Mga Linggo ng Trabaho"). Hinati ng Tagapangasiwa ng Kasunduan ang Net na Halaga ng Kasunduan sa bilang ng Mga Linggo ng Trabaho ng lahat ng Miyembro ng Klase upang makuha ang "Tinatayang Halaga Bawat Linggo ng Trabaho", at i-multiply ito sa indibidwal na bilang ng Mga Linggo ng Trabaho ng bawat Miyembro ng Klase upang makuha ang tinatayang Indibidwal na Bahagi sa Kasunduan na maaaring matanggap ng bawat Miyembro ng Klase mula sa Kasunduan sa Klase (na nakasaad sa Seksyon III.C sa ibaba). Ang mga Miyembro ng Klase na hindi magsusumite ng napapanahon at wastong Kahilingan para Hindi Maisali ("Mga Miyembro ng Klase ng Kasunduan") ay bibigyan ng kanilang pinal na Indibidwal na Bayad ng Kasunduan.

Ang bawat Indibidwal na Bahagi sa Kasunduan ay hahatiin bilang dalawampung porsyento (20%) bilang sahod, na iuulat sa IRS Form W-2, at walumpung porsyento (80%) bilang mga multa, interes, at mga danyos na hindi sahod, na iuulat sa IRS Form 1099 (kung naaangkop). Ang bawat Indibidwal na Bahagi sa Kasunduan ay sasailalim sa pagbabawas para sa bahagi ng buwis sa sahod at mga withholding ng empleyado kaugnay ng bahaging sahod ng Indibidwal na Bahagi sa Kasunduan, na magreresulta sa isang net na bayad sa Miyembro ng Klase ng Kasunduan ("Indibidwal na Bayad ng Kasunduan"). Ang bahagi ng buwis at kontribusyon ng employer kaugnay ng bahaging sahod ng Indibidwal na Bahagi sa Kasunduan ("Mga Buwis ng Employer") ay babayaran ng Nasasakdal nang hiwalay at dagdag pa sa Gross na Halaga ng Kasunduan.

Ang mga Empleyado ng PAGA ay karapat-dapat na makatanggap ng bayad sa ilalim ng Kasunduan ng PAGA batay sa kanilang pro rata na bahagi ng Halaga para sa Empleyado ng PAGA ("Indibidwal na Bayad mula sa PAGA") batay sa bilang ng mga linggo na nagtrabaho ang bawat Empleyado ng PAGA para sa Nasasakdal bilang mga empleyadong binabayaran kada oras o hindi sakop ng exemption sa California sa loob ng Panahon ng PAGA ("Mga Linggo ng Trabaho ng PAGA"). Hinati ng Tagapangasiwa ng Kasunduan ang Halaga para sa Empleyado ng PAGA, ibig sabihin, 25% ng Halaga ng PAGA, sa kabuuang bilang ng Mga Linggo ng Trabaho ng PAGA ng lahat ng Empleyado ng PAGA upang makuha ang "Halaga Bawat Linggo ng Trabaho ng PAGA," at i-multiply ito sa indibidwal na bilang ng Mga Linggo ng Trabaho ng PAGA ng bawat Empleyado ng PAGA upang makuha ang kanilang Indibidwal na Bayad mula sa PAGA.

Ang bawat Indibidwal na Bayad mula sa PAGA ay itatalaga bilang isang daang porsyento (100%) multa, hindi sasailalim sa mga buwis o withholding, at iuulat sa IRS Form 1099 (kung naaangkop).

Kung ipagkakaloob ng Hukuman ang pinal na pag-apruba sa Kasunduan, ang mga Indibidwal na Bayad ng Kasunduan ay ipapadala sa pamamagitan ng koreo sa mga Miyembro ng Klase ng Kasunduan at ang mga Indibidwal na Bayad mula sa PAGA ay ipapadala sa pamamagitan ng koreo sa mga Empleyado ng PAGA sa address na nakatala sa Tagapangasiwa ng Kasunduan. **Kung ang address kung saan ipinadala ang Paunawa para sa Klase na ito ay hindi tama, o kung lilipat ka ng tirahan matapos mong matanggap ang Paunawa sa Klase na ito, kailangan mong ipagbigay-alam sa lalong madaling panahon ang iyong tamang address sa Tagapangasiwa ng Kasunduan upang matiyak na matatanggap mo ang anumang bayad na maaaring karapat-dapat sa iyo sa ilalim ng Kasunduan.**

B. Ang Iyong Mga Linggo ng Trabaho at Mga Linggo ng Trabaho ng PAGA (kung naaangkop) Batay sa mga Talaan ng Nasasakdal

Ayon sa mga talaan ng Nasasakdal:

- **Mula Nobyembre 6, 2019 hanggang Disyembre 3, 2024 (ibig sabihin, ang Panahon ng Klase), ikaw ay itinalang nakapagtrabaho ng 3.00 Mga Linggo ng Trabaho.**
- **Mula Pebrero 21, 2023 hanggang Disyembre 3, 2024 (ibig sabihin, ang Panahon ng PAGA), ikaw ay itinalang nakapagtrabaho ng 1.00 Mga Linggo ng Trabaho ng PAGA.**

Kung nais mong kwestyunin ang bilang ng Mga Linggo ng Trabaho at/o Mga Linggo ng Trabaho ng PAGA na nakatalaga sa iyo, kailangan mong isumite ang iyong nakasulat na pagtutol sa Tagapangasiwa ng Kasunduan ("Pagtutol sa Mga Linggo ng Trabaho").



Ang Pagtutol sa Mga Linggo ng Trabaho ay kailangang: (a) maglaman ng pangalan ng kaso at numero ng mga Aksyon (*Brittini Aghedo atbp. laban sa Villa Esperanza Services*, Bilang ng Kaso 23STCV27362 at *Jimmy Quevedo laban sa Villa Esperanza Services*, Bilang ng Kaso 24STCV04374); (b) maglaman ng iyong buong pangalan, lagda, address, numero ng telepono, at huling apat (4) na numero ng iyong Social Security number; (c) malinaw na ipahayag na kinukwestyon mo ang bilang ng Mga Linggo ng Trabaho at/o Mga Linggo ng Trabaho ng PAGA na nakatalaga sa iyo at kung ano ang pinaniniwalaan mong tamang bilang; at (d) ibalik sa pamamagitan ng koreo sa Tagapangasiwa ng Kasunduan sa tinukoy na address na nakasaad sa Seksyon IV.B sa ibaba, at kailangang may postmark **pagsapit o bago sumapit** ang Setyembre 12, 2025.

C. Ang Iyong Tinatayang Indibidwal na Bahagi sa Kasunduan at Indibidwal na Bayad mula sa PAGA (kung naaangkop)

Gaya ng ipinaliwanag sa itaas, ang iyong tinatayang Indibidwal na Bahagi sa Kasunduan at Indibidwal na Bayad mula sa PAGA (kung naaangkop) ay batay sa bilang ng Mga Linggo ng Trabaho at Mga Linggo ng Trabaho ng PAGA (kung naaangkop) na itinalaga sa iyo.

Ayon sa mga tuntunin ng Kasunduan, ang iyong tinatayang Indibidwal na Bahagi sa Kasunduan ay \$37.98. Ang Indibidwal na Bahagi sa Kasunduan ay sasailalim sa pagbabawas para sa bahagi ng buwis at withholding ng empleyado kaugnay ng bahaging sahod ng Indibidwal na Bahagi sa Kasunduan at ipapamahagi lamang kung aaprubahan ng Hukuman ang Kasunduan at kapag ganap nang naipatupad ang Kasunduan.

Ayon sa mga tuntunin ng Kasunduan, ang iyong tinatayang Indibidwal na Bayad mula sa PAGA ay \$3.37 at ipapamahagi lamang kung aaprubahan ng Hukuman ang Kasunduan at kapag ganap nang naipatupad ang Kasunduan.

Ang proseso ng pag-apruba sa kasunduan ay maaaring tumagal ng ilang buwan. Ang iyong Indibidwal na Bahagi sa Kasunduan at Indibidwal na Bayad mula sa PAGA (kung naaangkop) na nakasaad sa Paunawa para sa Klase na ito ay tinatayang halaga lamang. Ang aktwal mong Indibidwal na Bayad ng Kasunduan at Indibidwal na Bayad mula sa PAGA (kung naaangkop) ay maaaring mas mataas o mas mababa.

D. Pagpapalaya ng mga Paghahabol

Kapag ganap nang napondohan ang Gross na Halaga ng Kasunduan, ang mga Nagsasakdal at lahat ng Miyembro ng Klase ng Kasunduan ay ituturing na ganap, pinal, at panghabang-panahon nang nagpalaya, nakipag-areglo, nakipagkompromiso, nagbitiw, at nagpawalang-sala sa mga Pinalayang Panig mula sa lahat ng Pinalayang Mga Paghahabol ng Klase.

Kapag ganap nang napondohan ang Gross na Halaga ng Kasunduan, ang mga Nagsasakdal, ang Estado ng California kaugnay ng lahat ng mga Empleyado ng PAGA, at lahat ng mga Empleyado ng PAGA ay ituturing na ganap, pinal, at panghabang-panahon nang nagpalaya, nakipag-areglo, nakipag-kompromiso, nagbitiw, at nagpawalang-sala sa mga Pinalayang Panig mula sa lahat ng Pinalayang Paghahabol ng PAGA.

Ang “Mga Pinalayang Paghahabol ng Klase” ay tumutukoy sa alinman at lahat ng paghahabol, utang, pananagutan, hinihingi, obligasyon, garantiya, gastos, bayarin, bayad sa abogado, danyos, o sanhi ng aksyon na isinampa o maaaring naihain batay sa mga aktwal na alegasyon sa Umiiral na Reklamo, na lumitaw sa panahon ng Panahon ng Klase, sa ilalim ng alinmang batas pederal, estado, o lokal, at partikular na kinabibilangan ng mga paghahabol para sa diumano’y pagkabigo ng Nasasakdal na magbayad ng sahod para sa overtime at minimum na sahod, magbigay ng wastong mga panahon para sa pagkain at pagpapahinga at mga kaukulang premium na pagbabayad, magbayad nang tama at nasa oras ng sahod sa pagtatapos ng trabaho, magbigay ng tamang mga pahayag ng sahod, at mag-reimburse ng mga kinakailangang gastusin na may kaugnayan sa negosyo na lumalabag sa Batas sa Paggawa ng California Seksyon 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, at 2802, at mga Industrial Welfare Commission Wage Order, at lahat ng paghahabol para sa bayad sa abogado, gastos, at statutory interest na may kaugnayan dito, California Business and Professions Code seksyon 17200, at mga kasunod nito, at iba pang mga paghahabol, kabilang ang mga paghahabol para sa statutory ba multa, na may kaugnayan sa mga Miyembro ng Klase.

Ang “Mga Pinalayang Paghahabol ng PAGA” ay tumutukoy sa alinman at lahat ng paghahabol na nagmumula sa alinmang aktwal na alegasyon sa Liham ng PAGA, na lumitaw sa loob ng Panahon ng PAGA, para sa mga sibil na multa sa ilalim ng Private Attorneys General Act of 2004, Batas sa paggawa ng California Seksyon 2698 at mga kasunod nito, kabilang ang lahat ng paghahabol para sa bayad sa abogado at mga gastos na may kaugnayan dito, kaugnay ng diumano’y pagkabigo ng Nasasakdal na magbayad ngsahod para sa overtime at minimum na sahod, magbigay ng wastong mga panahon para sa pagkain at pagpapahinga at mga kaukulang pagbabayad ng premium, magbayad nang tama at nasa oras ng sahod habang nagtatrabaho at sa pagtatapos ng trabaho, magbigay ng wastong pahayag ng sahod, magpanatili ng kumpleto at tamang rekord ng sahod, at mag-reimburse ng mga kinakailangang gastusin na may kaugnayan sa negosyo, na lumalabag sa Batas sa Paggawa ng California §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, at 2802, at mga Industrial Welfare Commission Wage Order, kabilang na, ngunit hindi limitado sa, Wage Order 16-2001.

Ang “Mga Pinalayang Panig” ay tumutukoy sa Nasasakdal at sa mga kasalukuyan at dating opisyal, direktor, miyembro, tagapagbigay ng insurance, shareholder, subsidiary, affiliate, predecessor, successor, at tagapagmana nito.

E. Bayad sa Abogado at mga Gastusin sa Abogado ng Klase

Hihilingin ng Abogado ng Klase ang bayad sa abogado na hindi lalampas sa isang-katlo (33.33%) ng Gross na Halaga ng Kasunduan (ibig sabihin, \$449,955.00 kung ang Gross na Halaga ng Kasunduan ay \$1,350,000.00) at pag-reimburse ng mga gastos at bayarin sa paglilitis na hindi lalampas sa dalawampu’t limang libo at limang daang dolyar at zero sentimo (\$25,500.00) (sama-samang tinutukoy bilang “Bayad at Gastos sa Abogado”), na sasailalim sa pag-apruba ng Hukuman. Ang Bayad at Gastos sa Abogado na ipagkakaloob ng Hukuman ay babayaran mula sa Gross na Halaga ng Kasunduan. Ang Abogado ng Klase ay nagsasakdal ng mga Aksyon sa ngalan ng mga Nagsasakdal, Mga Miyembro ng Klase, at mga Empleyado ng PAGA sa ilalim ng contingency fee basis (ibig sabihin, wala silang natatanggap na bayad hanggang sa ngayon) at sila ang gumagastos para sa lahat ng gastos at bayarin sa paglilitis.

F. Mga Karagdagang Bayad sa mga Nagsasakdal

Hihilingin ng mga Nagsasakdal ang halagang dalawampu’t dalawang libo at limang daang dolyar at zero sentimo (\$22,500.00) (“Mga Karagdagang Bayad”), na pantay na hahatiin sa pagitan ng mga Nagsasakdal bilang pagkilala sa kanilang serbisyo kaugnay ng mga Aksyon. Ang Mga Karagdagang Bayad ay babayaran mula sa Gross na Halaga ng Kasunduan, na sasailalim sa pag-apruba ng Hukuman, at kung ipagkakaloob, ito ay ibabayad sa mga Nagsasakdal bukod pa sa kanilang Indibidwal na Bayad ng Kasunduan at Indibidwal na Bayad mula sa PAGA na karapat-dapat nilang matanggap sa ilalim ng Kasunduan.

G. Gastos sa Pangangasiwa ng Kasunduan para sa Tagapangasiwa ng Kasunduan

Ang bayad sa Tagapangasiwa ng Kasunduan ay tinatayang hindi lalampas sa labing-apat na libong dolyar at zero sentimo (\$14,000.00) (“Gastos sa Pangangasiwa ng Kasunduan”) para sa mga gastusin sa proseso ng paunawa at kasunduan, kabilang ngunit hindi limitado sa, mga gastusin sa pagbibigay ng paunawa sa mga Miyembro ng Klase hinggil sa Kasunduan, pagproseso ng mga Kahilingan para Maalis, Paunawa ng Pagtutol, at mga Pagtutol sa Mga Linggo ng Trabaho, pagkalkula ng mga Indibidwal na Bahagi sa Kasunduan, mga Indibidwal na Bayad ng Kasunduan, at mga Indibidwal na Bayad mula sa PAGA, at pamamahagi ng mga bayad at mga form ng buwis sa ilalim ng Kasunduan, at babayaran ito mula sa Gross na Halaga ng Kasunduan, na sasailalim sa pag-apruba ng Hukuman.

IV. ANO ANG IYONG MGA KARAPATAN AT OPSYON MO BILANG ISANG MIYEMBRO NG KLASSE?

A. Lumahok sa Kasunduan

Kung nais mong lumahok sa Kasunduan sa Klase at makatanggap ng bayad mula sa Kasunduan sa Klase, wala kang kailangang gawin. Awtomatiko kang isasama sa Kasunduan sa Klase at ibibigay ang iyong Indibidwal na Bayad ng Kasunduan maliban na lamang kung magpasya kang alisin ang sarili mo mula sa Kasunduan sa Klase.

Maliban na lamang kung piliin mong alisin ang sarili mo mula sa Kasunduan sa Klase at kung ipagkakaloob ng Hukuman ang pinal na pag-apruba sa Kasunduan, ikaw ay masasaklaw ng mga tuntunin ng Kasunduan sa Klase at ng anumang hatol na maaaring ipasok ng Hukuman kaugnay nito, at iyong palalayain ang Mga Pinalayang Paghahabol ng Klase laban sa Mga Pinalayang Panig gaya ng inilarawan sa Seksyon III.D sa itaas.

Kung ikaw ay isang Empleyado ng PAGA at ipagkakaloob ng Hukuman ang pinal na pag-apruba sa Kasunduan, awtomatiko kang isasama sa Kasunduan ng PAGA at bibigyan ng iyong Indibidwal na Bayad mula sa PAGA. Nangangahulugan ito na masasaklaw ka ng mga tuntunin ng Kasunduan ng PAGA at ng anumang hatol na maaaring ipasok ng Hukuman kaugnay nito, at iyong palalayain ang Mga Pinalayang Paghahabol ng PAGA laban sa Mga Pinalayang Panig gaya ng inilarawan sa Seksyon III.D sa itaas.

Bilang isang Miyembro ng Klase at Empleyado ng PAGA (kung naaangkop), hindi ka hiwalay na pananagutin para sa pagbabayad ng bayad sa abogado o mga gastos at bayarin sa paglilitis, maliban kung kukuha ka ng sarili mong abogado, kung saan ikaw ang magbabayad para sa abogado mo at mga gastusin.

B. Kahilingan para Maalis sa Kasunduan sa Klase

Maaaring humiling ang mga Miyembro ng Klase na maalis mula sa Kasunduan sa Klase sa pamamagitan ng pagsusumite ng liham (“Kahilingan para sa Pagkakaalis”) sa Tagapangasiwa ng Kasunduan, sa sumusunod na address:

Apex Class Action
P.O. Box 54668
Irvine, CA 92619

Ang Kahilingan para Maalis ay kailangang: (a) maglaman ng pangalan ng kaso at numero ng mga Aksyon (*Brittni Aghedo atbp. laban sa Villa Esperanza Services*, Bilang ng Kaso 23STCV27362 at *Jimmy Quevedo laban sa Villa Esperanza Services*, Bilang ng Kaso 24STCV04374); (b) maglaman ng iyong buong pangalan, lagda, address, numero ng telepono, at huling apat (4) na numero ng iyong Social Security number; (c) malinaw na ipahayag na hindi mo nais na maisama sa Kasunduan sa Klase; at (d)



ipadala pabalik sa pamamagitan ng koreo sa Tagapangasiwa ng Kasunduan sa nakasaad na address sa itaas, at kailangang may postmark **pagsapit o bago sumapit Setyembre 12, 2025.**

Kung ipagkakaloob ng Hukuman ang pinal na pag-apruba sa Kasunduan, ang sinumang Miyembro ng Klase na magsusumite ng napapanahon at wastong Kahilingan para sa Pagkakaalis ay hindi bibigyan ng Indibidwal na Bayad ng Kasunduan, hindi masasaklaw ng Kasunduan sa Klase (at ng pagpapalaya sa Mga Pinalayang Paghahabol ng Klase na inilarawan sa Seksyon III.D sa itaas), at wala ring karapatan na tumutol, umapela, o magbigay ng komento hinggil sa Kasunduan sa Klase. Ang mga Miyembro ng Klase na hindi magsusumite ng napapanahon at wastong Kahilingan para sa Maalis ay ituturing na mga Miyembro ng Klase ng Kasunduan at masasaklaw ng lahat ng tuntunin ng Kasunduan sa Klase, kabilang na ang mga may kaugnayan sa pagpapalaya ng mga paghahabol na inilarawan sa Seksyon III.D sa itaas, gayundin ng anumang hatol na maaaring ipasok ng Hukuman kaugnay nito. Ang mga Empleyado ng PAGA ay masasaklaw ng Kasunduan ng PAGA (at ng pagpapalaya sa Mga Pinalayang Paghahabol ng PAGA na inilarawan sa Seksyon III.D sa itaas) at tatanggap pa rin ng Indibidwal na Bayad mula sa PAGA, kahit pa sila ay magsumite o hindi magsumite ng Kahilingan para Maalis.

C. Pagtutol sa Kasunduan sa Klase

Maaari kang tumutol sa Kasunduan sa Klase hangga't hindi ka nagsusumite ng Kahilingan para Maalis, sa pamamagitan ng pagsusumite ng nakasulat na pagtutol ("Paunawa ng Pagtutol") sa Tagapangasiwa ng Kasunduan.

Ang Paunawa ng Pagtutol ay dapat na: (a) maglaman ng pangalan ng kaso at numero ng mga Aksyon (*Brittni Aghedo atbp. laban sa Villa Esperanza Services*, Bilang ng Kaso 23STCV27362 at *Jimmy Quevedo laban sa Villa Esperanza Services*, Bilang ng Kaso 24STCV04374); (b) maglaman ng iyong buong pangalan, lagda, address, numero ng telepono, at huling apat (4) na numero ng iyong Social Security number; (c) maglaman ng nakasulat na pahayag ng lahat ng dahilan ng iyong pagtutol na sinamahan ng anumang legal na batayan para sa nasabing pagtutol; (d) maglaman ng mga kopya ng anumang dokumento, brief, o iba pang mga dokumento na pinagbabatayan ng pagtutol; at (e) ipadala pabalik sa pamamagitan ng koreo sa Tagapangasiwa ng Kasunduan sa nakasaad na address sa Seksyon IV.B sa itaas, at kailangang may postmark **pagsapit o bago sumapit ang Setyembre 12, 2025.**

Maaari ka ring dumalo sa Pagdinig sa Pinal na Pag-apruba at ihayag ang iyong pagtutol nang pasalita, kahit na hindi ka nagsumite ng Paunawa ng Pagtutol.

V. PAGDINIG SA PINAL NA PAG-APRUBA

Magsasagawa ang Hukuman ng Pagdinig sa Pinal na Pag-apruba sa Department 012 ng Mataas na Hukuman ng Los Angeles County, na matatagpuan sa 312 North Spring Street, Los Angeles, California, 90012 sa Nobyembre 4, 2025, sa ganap na 10:30 AM, upang tukuyin kung ang Kasunduan ay dapat na pinal na aprubahan bilang makatarungan, makatwiran, at sapat. Hihilingin din sa Hukuman na aprubahan at ipagkaloob ang Bayad at Gastos sa Abogado sa Abogado ng Klase, Mga Karagdagang Bayad sa mga Nagsasakdal, at ang Gastos sa Pangangasiwa ng Kasunduan sa Tagapangasiwa ng Kasunduan.

Ang Pagdinig sa Pinal na Pag-apruba ay maaaring ipagpaliban nang walang paunang abiso sa mga Miyembro ng Klase at sa mga Naapektuhang Empleyado. Hindi mo kinakailangang dumalo sa Pagdinig sa Pinal na Pag-apruba, bagama't maaari kang dumalo kung nanaisin mo. Makikita mo ang karagdagang impormasyon hinggil sa pagdalo nang remote sa pamamagitan ng LA Court Connect online sa: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>.

VI. KARAGDAGANG IMPORMASYON

Ang nasa itaas ay buod ng mga pangunahing tuntunin ng Kasunduan. Para sa mga tiyak na tuntunin at kondisyon ng Kasunduan, dapat mong suriin ang detalyadong Kasunduan at iba pang mga dokumento na nakasampa sa Hukuman. Maaari mong tingnan ang Kasunduan at iba pang mga dokumentong nakasampa sa Aksyon, kapalit ng bayad, sa pamamagitan ng pagpapatakda ng appointment nang maaga at pagbisita sa tanggapan ng civil clerk sa oras ng opisina, na matatagpuan sa Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, o online sa pamamagitan ng pagbisita sa sumusunod na website:

<https://www.lacourt.org/casesummary/ui/>

Maaari ka ring bumisita sa website ng Tagapangasiwa ng Kasunduan na <https://apexclassaction.com/villaesperanza/> para sa karagdagang impormasyon at mga dokumento na may kaugnayan sa Kasunduan



MANGYARING HUWAG TAWAGAN ANG HUKUMAN O ANG TANGGAPAN NG CLERK PARA SA IMPORMASYON TUNGKOL SA KASUNDUAN NA ITO.

KUNG MAYROON KANG ANUMANG MGA KATANUNGAN, MAAARI MONG TAWAGAN ANG TAGAPANGASIWA NG KASUNDUAN SA SUMUSUNOD NA NUMERO NA LIBRENG TAWAGAN: 800.355.0700, O MAAARI KA RING MAKIPAG-UGNAYAN SA ABOGADO NG KLASE.

Exhibit B



Quotation Request:
Marissa Mayhood
Blackstone Law
mmayhood@blackstonepc.com
310.361.0599

Case Name: Brittni Aghedo et al. v. Villa Esperanza Services
Date: Monday, October 7, 2024
RFP Number: 18320006

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

Settlement Specifications	
Estimated Class Size:	597
Certified Language Translations:	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	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice (6x9 Envelope)	Per Piece	\$1.75	597	\$1,044.75
USPS First Class Postage	Per Piece	\$0.90	597	\$537.30
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.50	119	\$298.50
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	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$110.90	1	\$110.90
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Certified Language Translation: Tagalog	Static Rate	\$1,400.00	1	\$1,400.00
			Sub Total:	\$4,936.45

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	\$125.00	1	\$125.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$625.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	597	\$746.25
USPS First Class Postage	Per Piece	\$0.70	597	\$417.90
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	60	\$119.40
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
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	\$500.00	1	\$500.00
Sub Total:				\$4,613.55

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$830.00

WILL NOT EXCEED:			\$12,175.00
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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.