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Attorneys for Plaintiff DEBRA MCDONALD and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEBRA MCDONALD, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

LFCU FINANCIAL SERVICES, LLC dba LOGIX FEDERAL CREDIT UNION; LOGIX EMPLOYMENT SERVICES, INC.; PROTOCOL AGENCY, INC.; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 24STCV16050

Honorable Samantha P. Jessner
Department 7

DECLARATION OF ELIZABETH BOTERO ON BEHALF OF APEX CLASS ACTION, LLC, REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date: July 31, 2026
Time: 10:00 a.m.
Dept: 7

Complaint Filed: June 26, 2024
FAC Filed: September 16, 2024
Trial Date: Not Set

I, Elizabeth Botero, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for Apex Class Action, LLC (hereinafter referred to as "Apex"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above-captioned *Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

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

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice Of Class Action Settlement* (referred to as "Class Notice"); (b) receiving and processing Requests for Exclusion, Notices of Objection, and Disputes; (c) calculating individual settlement award amounts; (d) processing and mailing settlement award checks; (e) handling tax withholdings as required by the Settlement and the law; (f) preparing, issuing and filing tax returns and other applicable tax forms; (g) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (h) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

4. On April 1, 2026, Class Counsel provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel prior to mailing.

5. On April 16, 2026, Defendants' counsel provided Apex with the Class List, comprising the full names, last known mailing addresses, dates worked for Defendants during the Class Period and PAGA Period, and the total number of relevant Workweeks worked for 808 individuals. On May 1, 2026, Defendants' counsel provided Apex with an additional file containing the Social Security numbers. Apex reviewed & cleansed the data for duplicates, discrepancies, and any potential missing information. Apex identified 60 individuals who were listed as exempt and were therefore removed from the Class List. The final Class List consisted of a total of 748 individuals identified as Class Members who worked 65,664 Workweeks. Accordingly, the Escalator Clause was not triggered.

6. In preparation for the mailing process, all 748 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Defendants' counsel was used for the mailing of the Class Notice.

7. On June 5, 2026, the Class Notice was sent to all 748 individuals listed in the Class List via U.S First Class Mail. A true and correct copy of the Class Notice is attached hereto as **Exhibit A**.

UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING

8. As of the date of this declaration, our office has received 15 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 15 returned Class Notices in an attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted in obtaining 12 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class Mail.

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

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

10. The Response Deadline is July 20, 2026. The extended Response Deadline for Class Members who received a remailed Class Notice is August 4, 2026.

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

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

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

14. As of the date of this declaration, Apex will report 748 Settlement Class Members, constituting 100% of the Class, who worked 65,664 Workweeks during the Class Period.

ALLOCATION OF GROSS SETTLEMENT AMOUNT

15. The Net Settlement Amount available to Settlement Class Members is estimated to be ($447,924.67) and was calculated by subtracting the requested attorneys' fees ($303,885.33), the maximum amount allocated for litigation costs and expenses ($30,000.00), the requested Enhancement Payment ($7,500.00), the requested Settlement Administration Costs ($10,690.00), the PAGA Amount ($50,000.00), and the Prior Paid Amount ($61,656.00) from the Gross Settlement Amount ($911,656.00).

16. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to be approximately $907.25, the *average* Individual Settlement Share is currently estimated to be approximately $598.83, and the *lowest* Individual Settlement Share is currently estimated to be approximately $6.82. These amounts are subject to employee-side tax and withholdings.

17. Pursuant to the Agreement, 35% of the PAGA Amount ($17,500.00) will be allocated to PAGA Employees regardless of whether they opt out of the class settlement. PAGA Employees cannot opt out of the PAGA settlement. There are 624 PAGA Employees who worked a total of 29,465 Pay Periods during the PAGA Period.

18. The *highest* Individual PAGA Payment to a PAGA Employee is approximately $32.67, the *average* Individual PAGA Payment is approximately $28.05, and the *lowest* Individual PAGA Payment is approximately $0.59.

ADMINISTRATION COSTS

19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to $10,690.00. Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake. A true and correct copy of Apex's quote is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this Declaration was executed this 09th day of July 2026, in Irvine, California.

ELIZABETH BOTERO

EXHIBIT A

Debra McDonald v LFCU Financial Services LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

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

NOTICE OF CLASS ACTION SETTLEMENT

Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.
Superior Court of California for the County of Los Angeles, Case No. 24STCV16050

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Debra McDonald ("Plaintiff") and Defendants LFCU Financial Services, LLC dba Logix Federal Credit Union and Logix Employment Services, Inc. (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.*, Los Angeles County Superior Court, Case No. 24STCV16050 ("Action"), which may affect your legal rights. On April 1, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on July 31, 2026, at 10:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

"**Class Period**" means the period from June 26, 2020 through July 21, 2025.

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

"**PAGA Employee(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"**PAGA Period**" means the period from June 21, 2023 through July 21, 2025.

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

II. BACKGROUND OF THE ACTION

On June 21, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On June 26, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On September 16, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and 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 the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all the allegations in the Action or that they violated any law.

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

On April 1, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Debra McDonald as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred Eleven Thousand Six Hundred Fifty-Six Dollars and Zero Cents ($911,656.00) (the "Gross Settlement Amount"), which includes the amount of Sixty-One Thousand Six Hundred Fifty-Six Dollars and Zero Cents ($61,656.00) that was already paid to Class Members to cure the regular rate issue for 2024 ("Prior Paid 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 Prior Paid Amount and the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $303,885.33), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to Plaintiff for her services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 65% ($32,500.00) ("LWDA Payment") and the remaining 35% ($17,500.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Eleven Thousand Dollars and Zero Cents ($11,000.00) 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 Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement

Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) 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 Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to 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. <u>Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records</u>

According to Defendants' records:

- **From June 26, 2020 through July 21, 2025 (i.e., the Class Period), you are credited as having worked «Class_Counts» Workweeks.**
- **From June 21, 2023 through July 21, 2025 (i.e., the PAGA Period), you are credited as having worked «PAGA_Counts» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*McDonald v. LFCU Financial Services, LLC, et al*, Los Angeles County Superior Court, Case No. 24STCV16050; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before July 20, 2026.**

C. <u>Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)</u>

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $«Individual_Class_Payment». 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 $«Individual_PAGA_Payment» 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. <u>Release of Claims</u>

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

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

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendants' 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 accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq*.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., which shall specifically include claims for Defendants' 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 compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

"Released Parties" means Defendants and their 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 (1/3) of the Gross Settlement Amount (i.e., $303,885.33) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) ("Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents ($11,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

If you are a PAGA Employee 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, LLC
PO Box 54668
Irvine, CA 92619

A Request for Exclusion must: (a) contain the case name and number of the Action (*McDonald v. LFCU Financial Services, LLC, et al*, Los Angeles County Superior Court, Case No. 24STCV16050); (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 July 20, 2026.**

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will 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 Action (*McDonald v. LFCU Financial Services, LLC, et al*, Los Angeles County Superior Court, Case No. 24STCV16050); (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 July 20, 2026.**

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **July 31, 2026**, at **10:00 a.m**., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through 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 visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access

You may also visit the Settlement Administrator's website at www.apexclassaction.com/lfcufinancialservicesllc for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: 1-800-355-0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA DE ACCIÓN COLECTIVA

Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.
Tribunal Superior de California para el Condado de Los Ángeles, Número de Caso: 24STCV16050

POR FAVOR, LEA ESTE AVISO DE CLASE DETENIDAMENTE.

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

No es necesario que realice ninguna gestión para recibir el pago de la compensación.

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

SE LE NOTIFICA QUE: Se ha alcanzado un acuerdo de demanda colectiva y representativa entre Debra McDonald ("Demandante") y LFCU Financial Services, LLC, dba Logix Federal Credit Union y Logix Employment Services, Inc. (juntos, los "Demandados") (la Demandante y los Demandados se denominan colectivamente las "Partes") en el caso titulado: *Debra McDonald v. LFCU Financial Services, LLC, d/b/a Logix Federal Credit Union, et al.*, Tribunal Superior del Condado de Los Ángeles, Número de Caso: 24STCV16050 (la "Demanda"), que puede afectar sus derechos legales. El Tribunal otorgó la aprobación preliminar del acuerdo el 1 de abril de 2026 y, asimismo, programó una audiencia el 31 de julio de 2026 a las 10:00 a.m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debe o no otorgar la aprobación final del acuerdo.

I. DEFINICIONES IMPORTANTES

"**Clase**" o "**Miembro(s) de Clase**" se refiere a todos los empleados actuales y pasados remunerados por hora y/o no exentos que hayan trabajado para los Demandados en el Estado de California en cualquier momento durante el Período de Clase.

"**Período de Clase**" se refiere al período comprendido entre el 26 de junio de 2020 al 21 de julio de 2025.

"**Acuerdo Colectivo**" significa la resolución y conciliación de todas las Reclamaciones Exoneradas de Clase.

"**Empleado(s) de PAGA**" significa todos los empleados actuales y pasados remunerados por hora y/o no exentos que hayan trabajado para los Demandados en el Estado de California en cualquier momento durante el Período de PAGA.

Período de PAGA" se refiere al período comprendido entre el 21 de junio de 2023 al 21 de julio de 2025.

"**Acuerdo de PAGA**" significa la conciliación y resolución de todas las Reclamaciones Exoneradas de PAGA.

II. ANTECEDENTES DE LA ACCIÓN

La Demandante entregó un aviso el 21 de junio de 2024 a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") y a los Demandados sobre las disposiciones específicas del Código Laboral de California que, según la Demandante, fueron violadas ("Carta de PAGA"). Asimismo, el 26 de junio de 2024, se inició una demanda colectiva presunta mediante la presentación de una Denuncia Colectiva. El 16 de septiembre de 2024, la Demandante presentó una Primera Denuncia Colectiva y Representativa Enmendada ("Denuncia Operativa") en la misma Demanda.

La Demandante sostiene que los Demandados no pagaron adecuadamente los salarios mínimos y las horas extras, no proporcionaron pausas para comer y descansar conformes a la ley ni las primas asociadas, no pagaron los salarios a tiempo durante el empleo y al finalizar el mismo, ni las penalizaciones por demora asociadas, no proporcionaron talones de pago precisos ni reembolsaron los gastos comerciales, y por lo tanto incurrieron en prácticas comerciales desleales en violación de la sección 17200 *y siguientes* del Código de Negocios y Profesiones de California, y en una conducta que da lugar a sanciones en virtud de la Ley de Acción Privada del Fiscal General de 2004, de conformidad con la Sección 2698 *y siguientes* del Código Laboral de California ("PAGA"). La Demandante solicita, entre otras cosas, la recuperación de los salarios impagos y de las primas por períodos de comida y descanso, los gastos comerciales no reembolsados, la restitución, las sanciones, los intereses y los honorarios y costas de los abogados.

Los Demandados niegan todas las acusaciones contenidas en la Demanda y niegan haber infringido ninguna ley.

Las Partes participaron en una mediación con un mediador de reconocido prestigio en materia de demandas colectivas y, como resultado, alcanzaron un acuerdo. Desde entonces, las Partes han suscrito una Primera Estipulación Enmendada de Acción Colectiva y un Acuerdo de PAGA ("Acuerdo" o "Acuerdo de Conciliación").

El Tribunal dictó una orden que aprobó preliminarmente el Acuerdo el 1 de abril de 2026. Ha nombrado a Apex Class Action LLC como el administrador del Acuerdo ("Administrador del Acuerdo"), a la Demandante Debra McDonald como representante de la Clase ("Representante de Clase") y a los siguientes abogados de la Demandante como los Abogados de Clase ("Abogados de Clase"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Si usted es Miembro de Clase, no necesita realizar ninguna gestión para recibir un Pago Individual de Clase, pero tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso no recibirá dicho pago), oponerse al Acuerdo Colectivo y/o impugnar las Semanas laborales y/o los Períodos de Pago que se le hayan acreditado, si así lo desea, como se explica con más detalle en las secciones III y IV a continuación. Si usted es un Empleado de PAGA, no necesita realizar ninguna gestión para recibir un Pago Individual de PAGA; no tendrá la oportunidad de oponerse ni de solicitar su exclusión del Acuerdo de PAGA, y todos los Empleados de PAGA estarán sujetos al Acuerdo de PAGA si el tribunal otorga su aprobación final.

El Acuerdo representa una solución de compromiso y la resolución de las reclamaciones controvertidas. Nada de lo estipulado en el Acuerdo se interpretará ni se considerará una admisión por parte de los Demandados de que las reclamaciones en la Demanda tengan fundamento o de que los Demandados tengan alguna responsabilidad ante la Demandante, los Miembros de Clase o los Empleados de PAGA. La Demandante y los Demandados, junto con sus respectivos abogados, han llegado a la conclusión de que, a la luz de los riesgos e incertidumbres que conlleva para cada parte la continuación del litigio, el acuerdo es justo, razonable y adecuado y redunda en el mejor interés de los Miembros de Clase, del estado de California y de los Empleados de PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto total del acuerdo es de novecientos once mil seiscientos cincuenta y seis dólares y cero centavos ($911,656.00) (el "Monto Bruto del Acuerdo"), el cual incluye la cantidad de sesenta y un mil seiscientos cincuenta y seis dólares y cero centavos ($61,656.00), la cual ya se pagó a los Miembros de Clase para resolver la tasa regular emitida en 2024 ("Cantidad Pagada Previamente"). La parte del Monto Bruto del Acuerdo disponible para el pago a los Miembros de Clase se denomina "Monto Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Total del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados, que no exceden de un tercio (1/3) del Monto Bruto del Acuerdo (es decir, $303,885.33), y reembolso de los costos y gastos del litigio, que no excedan de treinta mil dólares ($30,000.00); un Pago de Incentivo a la Demandante, que no excede de los siete mil quinientos dólares y cero centavos ($7,500.00), por sus servicios en la Demanda; (3) una asignación de cincuenta mil dólares y cero centavos ($50,000.00) para las sanciones civiles bajo la Ley de Acción Privada del Fiscal General ("Cantidad de PAGA"), de la cual un 65 % será pagado a la LWDA ($32,500.00) ("Pago de PAGA") y el 35 % restante ($17,500.00) será distribuido entre los Empleados de PAGA ("Cantidad de Empleado de PAGA") y (4) Costos de Administración del Acuerdo para el Administrador, que no excede de once mil dólares y cero centavos ($11,000.00).

Los Miembros de Clase tienen derecho a recibir un pago, en virtud del Acuerdo Colectivo, de su parte proporcional del Monto Neto del Acuerdo ("Parte Individual del Acuerdo"), en función del número de semanas que cada Miembro de Clase trabajó para los Demandados como empleado por horas y/o no exento en California durante el Período de Clase ("Semanas laborales"). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo entre las Semanas laborales de todos los Miembros de Clase para obtener el "Valor Estimado de Semana Laboral" y ha multiplicado las Semanas Laborales de cada Miembro de Clase por el Valor Estimado de Semana Laboral para obtener una Parte Individual del Acuerdo estimada que cada Miembro de Clase puede tener derecho a recibir en virtud del Acuerdo Colectivo (que se enumera en la Sección III.C a continuación). Los Miembros de Clase que no presenten una Solicitud de Exclusión válida y oportuna ("Miembros de Clase del Acuerdo") recibirán su Pago Individual del Acuerdo final.

Cada Parte Individual del Acuerdo se asignará en un diez por ciento (10 %) como salarios, que se informarán en un formulario W-2 del IRS y un noventa por ciento (90%) como sanciones, intereses y daños no salariales, que se informarán en un formulario 1099 del IRS (si corresponde). Cada Parte Individual del Acuerdo estará sujeta, por la parte correspondiente al empleado, a una reducción de los impuestos sobre la nómina y las retenciones respecto de la porción salarial de dichos pagos, lo que dará como resultado un pago neto al Miembro de Clase de Acuerdo ("Pago Individual del Acuerdo"). La parte de los impuestos y las contribuciones que correspondan al empleador en relación con la porción salarial de las Partes Individuales del Acuerdo ("Impuestos del Empleador") será pagada por los Demandados por separado y, adicionalmente, al Monto Bruto del Acuerdo.

Los Empleados de PAGA son elegibles para recibir un pago bajo el Acuerdo de PAGA de su parte *proporcional* del Monto del Empleado de PAGA ("Pago Individual de PAGA") basado en la cantidad de períodos de pago que cada Empleado de PAGA trabajó para los Demandados como empleado remunerado por hora y/o no exento en California durante el Período de PAGA ("Períodos de Pago"). El Administrador del Acuerdo dividió el Monto del Empleado de PAGA, es decir, el 35% del Monto de PAGA, entre los Períodos de Pago de todos los Empleados de PAGA para obtener el "Valor del Período de Pago de PAGA", y multiplicó los Períodos de Pago de cada Empleado de PAGA por dicho Valor para obtener el Pago Individual de PAGA de cada Empleado de PAGA.

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

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

B. Sus Semanas laborales y Períodos de Pago (si corresponde) según los registros de los Demandados

Según los registros de los Demandados:

- **Del 26 de junio de 2020 al 21 de julio de 2025 (es decir, el Período de Clase) se le acredita que trabajó «Class_Counts» Semanas laborales.**
- **Del 21 de junio de 2023 al 21 de julio de 2025 (es decir, el Período de PAGA) se le acredita que trabajó «PAGA_Counts» Períodos de Pago.**

Si desea impugnar las Semanas Laborales y/o los Períodos de Pago que se le han acreditado, debe presentar su impugnación por escrito al Administrador del Acuerdo. ("Impugnación"). La impugnación debe: (a) identificar el nombre y el número del caso de la Demanda (*McDonald v. LFCU Financial Services, LLC, et al*, Tribunal Superior de Los Ángeles, Número de Caso: 24STCV16050; (b) su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que impugna el número de Semanas Laborales y/o Períodos de Pago que se le acreditan y cuál sostiene que es el número correcto; y (d) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B a continuación, con sello postal **a más tardar el 20 de julio de 2026.**

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

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

Según los términos del Acuerdo, su Parte Individual del Acuerdo se estima en $«Individual_Class_Payment». Esta parte está sujeta a la porción de impuestos del empleado y a las retenciones sobre la parte salarial, y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que este entre en vigor.

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

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

D. Exoneración de Reclamaciones

Tras la Fecha de Entrada en Vigor y el pago total del Monto Bruto del Acuerdo, se considerará que el Demandante y todos los Miembros de Clase del Acuerdo han liberado, acordado, transigido, renunciado y exonerado de forma plena, definitiva e irrevocable a las Partes Exoneradas de todas las Reclamaciones Exoneradas de Clase.

Tras la Fecha de Entrada en Vigor y el pago total del Monto Bruto del Acuerdo, se considerará que el Demandante, el Estado de California, con respecto a todos los Empleados de PAGA, han liberado, acordado, transigido, renunciado y exonerado de forma plena, definitiva y para siempre a las Partes Exoneradas de todas las Reclamaciones Exoneradas de PAGA.

"Reclamaciones Exoneradas de Clase" significa todas y cada una de las reclamaciones que se alegaron o que podrían haberse alegado razonablemente con base en las alegaciones de hecho en la Demanda Operativa, surgidas durante el Período de Clase, que incluirán específicamente reclamaciones por el presunto incumplimiento de los Demandados de pagar horas extras y salarios mínimos, proporcionar un día de descanso en siete, proporcionar períodos de comida y descanso conformes y pagos de primas asociados, pagar salarios puntuales durante el empleo y al momento de la terminación, proporcionar estados de cuenta de salarios precisos y reembolsar los gastos necesarios relacionados con el negocio en violación de las Secciones 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California, y la Orden Salarial de la Comisión de Bienestar Industrial aplicable y el Código de Negocios y Profesiones de California, secciones 17200, *y sig*.

"Reclamaciones Exoneradas de PAGA" significa todas y cada una de las reclamaciones que surjan de cualquiera de las alegaciones de hecho en la Carta de PAGA y la Demanda Operativa, que surjan durante el Período de PAGA, para sanciones civiles bajo la Ley de Acción Privada del Fiscal General de 2004, Secciones 2698 *y siguientes* del Código Laboral de California, que incluirán específicamente reclamaciones por el presunto incumplimiento de los Demandados de pagar horas extras y salarios mínimos, proporcionar un día de descanso en siete, proporcionar períodos de comida y descanso conformes y pagos de primas asociados, pagar salarios a tiempo durante el empleo y al momento de la terminación, proporcionar estados de cuenta de salarios conformes, mantener los registros de nómina requeridos y reembolsar los gastos necesarios relacionados con el negocio en violación de las Secciones 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802 y la Orden Salarial aplicable de la Comisión de Bienestar Industrial.

"Partes Exoneradas" se refiere a los Demandados y sus oficiales, directores, miembros, aseguradoras, accionistas, subsidiarias, afiliados, predecesores, sucesores y asignados, tanto pasados como presentes.

E. Honorarios y costos de los Abogados de Clase

Los Abogados de Clase solicitarán honorarios por un monto que no exceda de un tercio (1/3) del Monto Bruto del Acuerdo (es decir, $303,885.33), y los costos y gastos de litigación que no excedan de treinta mil dólares y cero centavos ($30,000.00) (colectivamente, los "Honorarios y Costos de Abogados"), sujetos a aprobación del Tribunal. Estos gastos y honorarios serán aprobados por el Tribunal y deducidos del Monto Bruto del Acuerdo. Los Abogados de Clase han llevado a cabo la Demanda en nombre de la Demandante, de los Miembros de Clase y de los Empleados de PAGA, con base en honorarios contingentes (es decir, no han recibido ningún pago hasta la fecha), y han asumido todos los costos y gastos del litigio.

F. Pago de Incentivo a Demandante

La Demandante solicitará siete mil quinientos dólares y cero centavos ($7,500.00) ("Pago de Incentivo") por sus servicios en conexión con la Demanda. Este pago será deducido del Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal, y, de concederse, se pagará a la Demandante, además de su Pago Individual del Acuerdo y de PAGA a los que tiene derecho en virtud del Acuerdo.

G. Costos de Administración del Acuerdo para el Administrador

Se estima que el pago al Administrador del Acuerdo no excederá los once mil dólares y cero centavos ($11,000.00) ("Costos de Administración del Acuerdo") para cubrir los costos del proceso de notificación y administración del acuerdo, incluyendo, entre otros, el gasto de notificar a los Miembros de Clase sobre el Acuerdo, procesar las Solicitudes de Exclusión, los Avisos de Objeción y las Impugnaciones, calcular las Partes Individuales del Acuerdo y los Pagos Individuales como los de PAGA, y distribuir los pagos y los formularios fiscales bajo el Acuerdo, y se pagará del Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal.

IV. SUS DERECHOS Y OPCIONES COMO MIEMBRO DE CLASE

A. Participar en el Acuerdo

Si desea participar en el Acuerdo Colectivo y recibir un pago por él, no tiene que hacer nada. Usted será incluido automáticamente en el Acuerdo Colectivo y recibirá su Pago Individual del Acuerdo correspondiente, a menos que decida excluirse de él.

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

Si es un Empleado de PAGA y el Tribunal otorga la aprobación final del Acuerdo, se le incluirá automáticamente en el Acuerdo de PAGA, independientemente de si decide excluirse del Acuerdo Colectivo. Por lo tanto, se le emitirá su Pago Individual de PAGA. Esto significa que usted estará sujeto a los términos del Acuerdo PAGA y a cualquier sentencia que pueda dictar el Tribunal con base en el mismo, y renunciará a las Reclamaciones Exoneradas de PAGA contra las Partes Exoneradas como se describe en la Sección III.D anterior.

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

B. Solicitud de Exclusión del Acuerdo Colectivo

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

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

Una Solicitud de Exclusión debe: (a) presentar el nombre y número del caso de la Demanda Colectiva (*McDonald v. LFCU Financial Services, LLC, et al*, Tribunal Superior del Condado de Los Ángeles, Número de Caso: 24STCV16050); (b) su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que no desea ser incluido en el Acuerdo Colectivo; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con sello postal **a más tardar el 20 de julio de 2026.**

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

C. Objetar al Acuerdo Colectivo

Puede oponerse al Acuerdo Colectivo siempre que no haya presentado una Solicitud de Exclusión, enviando una objeción por escrito ("Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre y el número del caso de la Acción Colectiva (*McDonald v. LFCU Financial Services, LLC, et al*, Tribunal Superior del Condado de Los Ángeles, Número de Caso: 24STCV16050); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración escrita de todos los fundamentos de la objeción acompañada de cualquier respaldo legal para dicha objeción; (d) contener copias de cualquier documento, escrito u otro documento en el que se base la objeción; y (e) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B anterior, con sello postal **a más tardar el 20 de julio de 2026.**

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

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final el **31 de julio de 2026**, a las **10:00 a.m**., en el Departamento 7 del Tribunal Superior del Condado de Los Ángeles, en 312 North Spring Street, Los Ángeles, California 90012, para determinar si el Acuerdo debe ser aprobado finalmente como justo, razonable y adecuado. Asimismo, se solicitará al Tribunal que apruebe y otorgue los honorarios y costos de los Abogados de Clase, el Pago de Incentivo a la Demandante y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

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

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=ci

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones exactos del Acuerdo de Transacción, debe revisar el Acuerdo de Transacción detallado y los demás escritos que obran en poder del Tribunal.

Puede consultar el Acuerdo de Conciliación y otros documentos presentados en la Demanda visitando el Palacio de Justicia Stanley Mosk, ubicado en 111 North Hill Street, California 90012, durante el horario habitual, o en línea visitando el siguiente sitio web: https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access

También puede visitar www.apexclassaction.com/lfcufinancialservicesllc, el sitio web del Administrador del Acuerdo, para consultar los documentos clave de la Demanda.

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

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

EXHIBIT B

Quotation Request:
Jasmine Kianfard
Blackstone Law
jkianfard@blackstonepc.com
310.786.6356

Prepared By:
Sean Hartranft
Apex Class Action LLC
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949.878.3676

Case Name:	**McDonald v. LFCU Financial Services, LLC**
Date:	Tuesday, November 4, 2025
RFP Number:	16280009

Settlement Specifications	
Estimated Class Size:	**800**
Certified Language Translation:	**No**
Static Settlement Website	**Yes**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	2	$250.00
Data Analyst	Per Hour	$150.00	3	$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$700.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$1.25	800	$1,000.00
USPS First Class Postage	Per Piece	$0.74	800	$592.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.25	160	$360.00
Receive and Process Undeliverable Mail	Per Hour	$75.00	1	$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	3	$225.00
NCOA Address Update (USPS)	Static Rate	$225.00	1	$225.00
			Sub Total:	$2,597.00
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	2	$280.00
			Sub Total:	$760.00

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$266.00	1	$266.00
Settlement Website: Static Apex URL	Static Rate	$500.00	1	$500.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$766.00
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	$1.00	800	$800.00
USPS First Class Postage	Per Piece	$0.74	800	$592.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.25	80	$180.00
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	7	$700.00
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:	$4,802.00
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	3	$405.00
Project Management Reconciliation	Per Hour	$100.00	3	$300.00
Declarations	Per Hour	$120.00	3	$360.00
			Sub Total:	$1,065.00
			WILL NOT EXCEED:	**$10,690.00**

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, 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.