

JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
Joseph C. Ramli SB# 339491
E-Mail: jramli@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff KATHERINE VERGARA POLANCO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

KATHERINE VERGARA POLANCO, an
individual and on behalf of all others similarly
situated;

Plaintiff,

vs.

ESCALETTE, LLC, a California corporation;
and DOES 1 through 50,

Defendants.

Case No.: 30-2024-01407947-CU-OE-CXC

[Assigned for All Purposes to:
Hon. William Claster, Dept. CX101]

**SUPPLEMENTAL DECLARATION OF
WILLIAM C. SUNG IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

(Filed concurrently with Supplemental Brief
In Support of Motion for Preliminary
Approval and [Amended Proposed] Order)

DATE: April 24, 2026

TIME: 9:00 a.m.

DEPT: CX101

Reservation ID: Per March 27, 2026 Court
Order

Action Filed: June 18, 2024

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff Katherine Vergara Polanco (“Plaintiff”) in this action. I am lead
5 counsel for Plaintiff in this case and I have personal knowledge of the matters stated herein and if
6 called and sworn as a witness, I would and could competently testify under oath thereto.

7 2. Attached as **Exhibit 1** is a true and correct copy of the executed Amendment to Class
8 Action and PAGA Settlement Agreement (the “Amendment”). The revised Class Notice is attached
9 as **Exhibit A** to the Amendment.

10 3. Attached as **Exhibit 2** is a true and correct copy of the redlined Amendment to Class
11 Action and PAGA Settlement Agreement (the “Amendment”) showing edits to the terms of the
12 Agreement. The redlined revised Class Notice is attached as **Exhibit A** to the redlined Amendment.

13 4. Class Counsel did not interview any other Class Members other than Plaintiff.

14 5. Attached as **Exhibit 3** is a true and correct copy of Plaintiff’s expert data analyst,
15 Accuratus Data Consulting’s CV.

16 6. Plaintiff alleged the UCL claim simply to extend the statute of limitations and it
17 doesn’t have independent value.

18 7. Tiffany Luu has been appointed as class counsel in her own name in all of the
19 matters listed in Paragraph 5 of the Declaration of William C. Sung (ROA 59), and Joseph Ramli
20 has not been appointed as class counsel in his own name.

21 8. Defendant’s President, Geoff Escalette, has submitted a declaration and confirmed
22 that class notice does not need to be given in any languages other than English and Spanish.
23 Enclosed as **Exhibit 4** is a true and correct copy of the Declaration of Geoff Escalette.

24 9. Since only changes to the Agreement was to modify the opt-out, dispute, and
25 objection deadlines 45 days to 60 days, no corresponding changes were made to the Class Notice as
26 it does not reference 45 days in the first instance. Instead, the Administrator will insert actual dates
27 for the deadlines into the Class Notice.

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1 10. Attached as **Exhibit 5** is a true and correct copy of the redlined Amended Proposed
2 Order Granting Preliminary Approval of Class Action and PAGA Settlement, which is revised to
3 correspond to the changes made to the Settlement.

4 11. On April 13, 2026, I served the LWDA with a copy of the fully executed
5 Amendment, including the revised Class Notice; the Supplemental Declaration of William C. Sung,
6 the Amended Proposed Order Granting Motion for Preliminary Approval; and the Court's March
7 29, 2026 tentative ruling via file upload through the LWDA's website: <https://dir.govfa.net/432>
8 (Proposed Settlement of PAGA Case). Enclosed as **Exhibit 6** is a true and correct copy of the
9 LWDA's filing confirmation.

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

12 Executed on April 13, 2026 at Los Angeles, California.

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15 _____
16 William C. Sung
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EXHIBIT 1

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) is made by and between Plaintiff Katherine Vergara Polanco (“Plaintiff”) and Defendant Escalette (“Defendant”) pursuant to the Court’s March 27, 2026 ruling on Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The Amendment refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

The Amendment shall modify the Parties’ Class Action and PAGA Settlement Agreement and Class Notice (“Agreement”) fully executed by the Parties on November 11, 2025 by replacing the below-referenced paragraphs from the Agreement to read as follows. The Parties agree that in the event of a conflict between any term in the Agreement and the Amendment, the terms set forth in this Amendment shall control.

1. DEFINITIONS.

- 1.11 “Class Notice” means the revised COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Amendment.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are remailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired.

7. SETTLEMENT ADMINISTRATION.

7.4 Notice to Class Members.

- 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Defendant shall also be able to rely on the hire and termination dates of Class Members to calculate Class Members' Workweeks and Aggrieved Employee PAGA Pay Periods to prepare the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

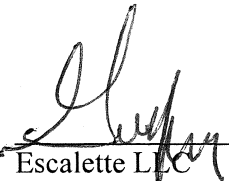
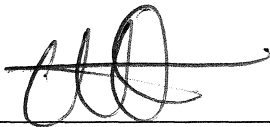
ACCEPTED AND AGREED:

Dated: Marzo 30, 2026



Plaintiff Katherine Vergara Polanco

Dated: April 7, 2026

Escalette LLC

Geoffrey Escalante

Printed Name

PRESIDENT

Title

AGREED AS TO FORM AND CONTENT:

Dated: March 30, 2026



William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiff Katherine Vergara Polanco

Dated: April 7, 2026



Peter Choi
Call & Jensen, APC
Attorneys for Defendant Escalette LLC

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Katherine Vergara Polanco v. Escalette, Case No. 30-2024-01407947-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Escalette, LLC, DBA RSS Manufacturing (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Katherine Vergara Polanco (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant within the State of California during the Class Period from June 18, 2020 to November 24, 2025 (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period of June 18, 2023 to November 24, 2025 (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$INSERT (less withholding) and your Individual PAGA Payment is estimated to be \$INSERT**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked INSERT Workweeks** during the Class Period, and **you worked INSERT PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved

Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. A Request for Exclusion form is attached to this Notice as Exhibit 1. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice. A Workweek/Pay Period Challenge form is attached to this Notice as Exhibit 2.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant Escalette. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failing to provide legally compliant meal and rest periods; failing to pay reporting time premiums and reimburse necessary business expenses; failing to pay paid sick leave; failing to pay wages due upon termination; failing to provide accurate itemized wage statements; and unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: William C. Sung, Tiffany L. Luu, Joseph C. Ramli of Justice for Workers, P.C. (“Class Counsel”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired a mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$543,586.77 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$181,195.59 (33 1/3% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. Up to \$7,560.00 to the Administrator for services administering the Settlement.

D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interests and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant has agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **INSERT**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **INSERT** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address,

telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant. A Request for Exclusion form is attached to this Notice as Exhibit 1.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant has agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA Penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Unpaid Sick Leave; (6) Wage Statement Penalties; (7) Waiting Time Penalties; (8) Failure to Reimburse Necessary Business Expenses; and (9) Unfair Competition

(“Released Class Claims”). Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s Judgment is final, and Defendant has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all causes of action and claims for civil penalties under the California Private Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including claims for civil penalties based on the following: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Unpaid Sick Leave; (6) Wage Statement Penalties; (7) Waiting Time Penalties; (8) Failure to Reimburse Necessary Business Expenses (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA

Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **INSERT** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information. A Workweek/Pay Period Challenge form is attached to this Notice as Exhibit 2.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Katherine Vergara Polanco v. Escalette*, Case No. 30-2024-01407947-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by INSERT, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. A Request for Exclusion form is attached to this Notice as Exhibit 1.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the **INSERT** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for Attorneys' Fees and Litigation Costs; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www._____.com or the Court's website <https://civilwebshopping.occourts.org/Login.do>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Class Representative Service Payment may wish to object. **The deadline for sending written objections to the Administrator is INSERT.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Katherine Vergara Polanco v. Escalette*, Case No. 30-2024-01407947-CU-OE-CXC and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing **INSERT** at **INSERT** a.m./p.m. in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.occourts.org/civil-remote-hearings>. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www._____.com beforehand or contact Class Counsel to verify

the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below to view the Agreement, Judgment or any other Settlement documents, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Login.do>), entering the Case Number for the Action, Case No. 30-2024-01407947-CU-OE-CXC, and downloading the document. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange County Superior Court.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

JUSTICE FOR WORKERS, P.C.

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
3600 Wilshire Blvd., Ste. 1815
Orange, CA 90010
T: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforworkers.com
jramli@justiceforworkers.com

Administrator:

Apex Class Action LLC
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700

Fax Number: (949) 989-4428

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 1

REQUEST FOR EXCLUSION

Polanco v. Escalette, LLC, Case No. 30-2024-01407947-CU-OE-CXC

Apex Class Action
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355-0700
Fax Number: (949) 989-4428

Settlement Administrator,

I request to be excluded from the *Polanco v. Escalette, LLC* (Orange County Superior Court, Case No. 30-2024-01407947-CU-OE-CXC) Class Settlement. My name and contact information is below:

Employee Name:

Employee Address:

Employee Phone Number:

Approximate Employment Dates:

Thank you,

Signature: _____

Exhibit 2

WORKWEEK/PAY PERIOD CHALLENGE

Polanco v. Escalette, LLC, Case No. 30-2024-01407947-CU-OE-CXC

Apex Class Action
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355-0700
Fax Number: (949) 989-4428

Settlement Administrator,

I write to challenge the number of Workweeks and/or PAGA Pay Periods as shown on the Class Notice I received regarding the *Polanco v. Escalette, LLC* (Orange County Superior Court, Case No. 30-2024-01407947-CU-OE-CXC) Class Settlement.

My name and contact information is below:

Employee Name:

Employee Address:

Employee Phone Number:

Approximate Employment Dates:

Below are the number of workweeks and pay periods listed in the Class Notice I received, and the number of workweeks and/or pay periods I believe should be listed:

	Class Workweeks (Workweeks worked between June 18, 2020 to November 24, 2025)	PAGA Pay Periods (Pay Periods worked between June 18, 2023 to November 24, 2025)
Listed on Class Notice		
Employee Proposed		

I have attached/enclosed supporting documents regarding the challenge above.

Thank you,

Signature: _____

EXHIBIT 2

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to Class Action and PAGA Settlement Agreement (~~“Agreement”~~Amendment) is made by and between Plaintiff Katherine Vergara Polanco (“Plaintiff”) and Defendant Escalante (“Defendant”) pursuant to the Court’s March 27, 2026 ruling on Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The ~~Agreement~~Amendment refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

The Amendment shall modify the Parties’ Class Action and PAGA Settlement Agreement and Class Notice (“Agreement”) fully executed by the Parties on November 11, 2025 by replacing the below-referenced paragraphs from the Agreement to read as follows. The Parties agree that in the event of a conflict between any term in the Agreement and the Amendment, the terms set forth in this Amendment shall control.

1. DEFINITIONS.

- 1.11 “Class Notice” means the revised COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this AgreementAmendment.
- 1.43 “Response Deadline” means 4560 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-mailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired.

7. SETTLEMENT ADMINISTRATION.

7.4 Notice to Class Members.

- 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 4560 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 4560 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 4560 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Defendant shall also be able to rely on the hire and termination dates of Class Members to calculate Class Members' Workweeks and Aggrieved Employee PAGA Pay Periods to prepare the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 4560 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

ACCEPTED AND AGREED:

Dated: _____, 2025~~2026~~ _____
Plaintiff Katherine Vergara Polanco

Dated: _____, 2025~~2026~~ _____
Escalette LLC

Printed Name

Title

AGREED AS TO FORM AND CONTENT:

Dated: _____, 2025~~2026~~ _____
William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiff Katherine Vergara Polanco

Dated: _____, 2025~~2026~~ _____
Peter Choi
Call & Jensen, APC
Attorneys for Defendant Escalette LLC

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Katherine Vergara Polanco v. Escalette, Case No. 30-2024-01407947-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Escalette, LLC, DBA RSS Manufacturing (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Katherine Vergara Polanco (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant within the State of California during the Class Period from June 18, 2020 to ~~November 24, 2025~~ **INSERT END DATE** (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period of June 18, 2023 to ~~November 24, 2025~~ **INSERT END DATE** (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$INSERT (less withholding) and your Individual PAGA Payment is estimated to be \$INSERT**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked INSERT Workweeks** during the Class Period, and **you worked INSERT PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved

Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. <u>A Request for Exclusion form is attached to this Notice as Exhibit 1.</u> You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice. A Workweek/Pay Period Challenge form is attached to this Notice as Exhibit 2.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant Escalette. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failing to provide legally compliant meal and rest periods; failing to pay reporting time premiums and reimburse necessary business expenses; failing to pay paid sick leave; failing to pay wages due upon termination; failing to provide accurate itemized wage statements; and unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: William C. Sung, Tiffany L. Luu, Joseph C. Ramli of Justice for Workers, P.C. (“Class Counsel”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired a ~~n-experienced, neutral~~ mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a ~~lengthy~~-written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay ~~\$543,586.77~~~~\$542,000.00~~ as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to ~~\$181,195.59~~~~\$189,700.00~~ (~~3533~~ 1/3% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other

than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$7,560.00 to the Administrator for services administering the Settlement.

D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interests and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant has agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **INSERT**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the

INSERT Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant. [A Request for Exclusion form is attached to this Notice as Exhibit 1.](#)

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant has agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA Penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations;

(5) Unpaid Sick Leave; (6) Wage Statement Penalties; (7) Waiting Time Penalties; (8) Failure to Reimburse Necessary Business Expenses; and (9) Unfair Competition (“Released Class Claims”). Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s Judgment is final, and Defendant has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all causes of action and claims for civil penalties under the California Private Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including claims for civil penalties based on the following: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Unpaid Sick Leave; (6) Wage Statement Penalties; (7) Waiting Time Penalties; (8) Failure to Reimburse Necessary Business Expenses (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **INSERT** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information. [A Workweek/Pay Period Challenge form is attached to this Notice as Exhibit 2.](#)

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Katherine Vergara Polanco v. Escalette*, Case No. 30-2024-01407947-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by INSERT, or it will be invalid.** Section 9 of the Notice has the Administrator's

contact information. [A Request for Exclusion form is attached to this Notice as Exhibit 1.](#)

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the **INSERT** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for Attorneys' Fees and Litigation Costs; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www._____.com or the _____ Court's website <https://civilwebshopping.occourts.org/Login.do>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Class Representative Service Payment may wish to object. **The deadline for sending written objections to the Administrator is INSERT.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Katherine Vergara Polanco v. Escalette*, Case No. 30-2024-01407947-CU-OE-CXC and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing **INSERT** at **INSERT** a.m./p.m. in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.occourts.org/civil-remote-hearings>. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.occourts.org beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below to view the Agreement, Judgment or any other Settlement documents, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Login.do>), entering the Case Number for the Action, Case No. 30-2024-01407947-CU-OE-CXC, and downloading the document. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange County Superior Court.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

JUSTICE FOR WORKERS, P.C.

William C. Sung

Tiffany L. Luu

Joseph C. Ramli

3600 Wilshire Blvd., Ste. 1815

Orange, CA 90010

T: (323) 922-2000

william@justiceforworkers.com

tluu@justiceforworkers.com

jramli@justiceforworkers.com

Administrator:

Apex Class Action LLC

claims@apexclassaction.com

P.O. Box 54668,

Irvine, CA 92619

Telephone: (800) 355 - 0700

Fax Number: (949) 989-4428~~INSERT~~

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as

long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

| _____

Exhibit 1

REQUEST FOR EXCLUSION

Polanco v. Escalette, LLC, Case No. 30-2024-01407947-CU-OE-CXC

Apex Class Action
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355-0700
Fax Number: (949) 989-4428

Settlement Administrator,

I request to be excluded from the *Polanco v. Escalette, LLC* (Orange County Superior Court, Case No. 30-2024-01407947-CU-OE-CXC) Class Settlement. My name and contact information is below:

Employee Name:

Employee Address:

Employee Phone Number:

Approximate Employment Dates:

Thank you,

Signature: _____

Exhibit 2

WORKWEEK/PAY PERIOD CHALLENGE

Polanco v. Escalette, LLC, Case No. 30-2024-01407947-CU-OE-CXC

Apex Class Action
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355-0700
Fax Number: (949) 989-4428

Settlement Administrator,

I write to challenge the number of Workweeks and/or PAGA Pay Periods as shown on the Class Notice I received regarding the *Polanco v. Escalette, LLC* (Orange County Superior Court, Case No. 30-2024-01407947-CU-OE-CXC) Class Settlement.

My name and contact information is below:

Employee Name:

Employee Address:

Employee Phone Number:

Approximate Employment Dates:

Below are the number of workweeks and pay periods listed in the Class Notice I received, and the number of workweeks and/or pay periods I believe should be listed:

	<u>Class Workweeks</u> <u>(Workweeks worked between</u> <u>June 18, 2020 to November</u> <u>24, 2025)</u>	<u>PAGA Pay Periods</u> <u>(Pay Periods worked between</u> <u>June 18, 2023 to November</u> <u>24, 2025)</u>
<u>Listed on Class Notice</u>		
<u>Employee Proposed</u>		

I have attached/enclosed supporting documents regarding the challenge above.

Thank you.

Signature: _____

EXHIBIT 3

Accuratus Data Consulting

Long Le – Chief Analyst

Los Angeles, CA | (702) 875-6030 | accuratusdata@outlook.com

BACKGROUND

I am an experienced data analyst with a bachelor's degree in data science and expertise in data analytics software and programming. Since May 2024, I have provided data analyst consulting services to Justice for Workers, P.C. in the area of wage and hour class and PAGA representative actions as well as individual wage and hour actions. My consulting services include (1) utilizing Pandas package in Python to conduct analyses of class/representative group timekeeping and payroll records for meal and rest period violations and unpaid wages due to rounding in each shift; (2) aggregating meal period, rest period, and rounding analyses by shift into pay period analyses for attorneys to evaluate and extrapolate unpaid wages and penalties; (3) cleaning, standardizing, and preparing raw payroll and timekeeping data for thousands of employees for further analysis by attorneys; and (4) using Python-tesseract and tabula-py software from Python to extract time and payroll data from searchable or scanned PDF time and payroll records, including wage statements, into standardized data format for further analysis.

The following are representative cases that I have consulted on and have received final court-approval of class action and/or PAGA settlement:

- *Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-00249
- *Regalado v. United Markets*, Marin Superior Court Case No. CV0001169
- *Borquez v. Smart Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-0050
- *Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL
- *Kelly v. Pan American Properties*, Orange County Superior Court Case No. 30-2023-01362739-CU-OE-CXC
- *Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373
- *Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No. 23STCV22743
- *Nieto v. Pick Your Part Auto Wrecking*, Riverside Superior court Case No. CVRI2402255
- *Nelson v. Clair Global Corp.*, Los Angeles Superior Court Case No. 24STCV14597
- *Vatan v. Bespoke Treatment LLC*, Los Angeles Superior Court Case No. 23STCV30848
- *Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court Case No. 23STCV21120
- *Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No. 23STCV25517
- *Arias v. Contactability.com LLC*, Orange County Superior Court Case No. 30-2023-01352000-CU-OE-CXC
- *Inzunza v. EOS Hospitality DBA L'Ermitage Beverly Hills*, Los Angeles Superior Court Case No. 24STCV30593

EDUCATION & SKILLS

University of Southern California

M.S. Electrical and Computer Engineering

- Specialization in Machine Learning and Data Science.

University of California, San Diego

B.S. Data Science

Programming Language: Python, SQL, Golang, R.

Technologies: Pandas, NumPy, Matplotlib, Seaborn, Spark, Hadoop, MongoDB.

Los Angeles, CA

May 2026 (Pending)

La Jolla , CA

March 2023

Accuratus Data Consulting
Long Le – Chief Analyst
Los Angeles, CA | (702) 875-6030 | accuratusdata@outlook.com

RELATED EXPERIENCE

TikTok

Seattle, WA

Backend Software Engineer Intern

May 2025 – August 2025

- Develop and deploy a REST API in Golang to retrieve and manage age and identity verification records for content creators, directly supporting the integrity of the e-commerce platform.
- Engineer a data processing pipeline to pull and aggregate application data from a MySQL database, making it accessible for an internal dashboard used by the e-commerce operations team.
- Containerize the application and manage deployments using an inhouse version of Kubernetes, ensuring scalable and reliable service for internal stakeholders.

Stealth Startup

Remote, CA

Software Engineer

June 2023 - August 2024

- Startup of AI-powered multi-agent platform for automating market analysis and conducting potential client discovery. Startup applied to Y Combinator Winter '24 Batch.
- Engineered a scalable distributed system leveraging parallel computing to crawl, analyze, and extract valuable company data from 1000+ sources in real-time. Decreased query time by 45%.
- Developed a multi-agent LLM system for comprehensive market research, delivering user queries with verified sources and enhancing output reliability.
- Implemented a high-throughput Next.js UI to efficiently display thousands of records, optimizing responsive and user interactions.

Tegacom.io

Los Angeles, CA

Data Analyst

June 2022 - September 2022

- Order management system for e-commerce platforms in Vietnam (TikTok Shop & Shopee).
- Cleaned, transformed, and analyzed large datasets to support weekly marketing and sales reports.
- Wrote SQL queries to extract and aggregate data from a MySQL database, reducing manual report time by 60%. Presented monthly insights to cross-functional teams.

EXHIBIT 4

1 CALL & JENSEN
A Professional Corporation
2 John T. Egley, Bar No. 232545
Ellen Connelly Cohen, Bar No. 276485
3 Peter Choi, Bar No. 249482
610 Newport Center Drive, Suite 700
4 Newport Beach, CA 92660
Tel: (949) 717-3000
5 jegley@calljensen.com
ecohen@calljensen.com
6 pchoi@calljensen.com
7 Attorneys for Defendant ESCALETTE, LLC

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**
11

12 KATHERINE VERGARA POLANCO, an
individual and on behalf of all others similarly
13 situated,

14 Plaintiff,

15 vs.

16 ESCALETTE, LLC, a California limited liability
company; and DOES 1 through 50,

17 Defendant.
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Case No. 30-2024-01407947-CU-OE-CXC

Assigned for All Purposes to:
Hon. William Claster / Dept. CX101

**DECLARATION OF GEOFF ESCALETTE
IN SUPPORT OF SUPPLEMENTAL
BRIEFING ON DEFENDANT'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: April 24, 2026
Time: 9:00 a.m.

Complaint Filed: June 18, 2024
First Amended Complaint: August 21, 2024
Trial Date: None Set

DECLARATION OF GEOFF ESCALETTE

I, Geoff Escalette declare as follows:

1. I am the President and Defendant Escalette, LLC ("Escalette"). I have personal knowledge of the information contained in this declaration or know of it through my review of documents maintained by Escalette, including the class list prepared in this matter, which identifies all non-exempt CA employees who have worked for Escalette June 18, 2020 through November 24, 2025 ("Class Period").

2. I am aware that the Court has requested confirmation of whether notice of the settlement must be given in a language other than English and Spanish. Based on my experience and interactions with Escalette's CA employees who worked during the Class Period, I am aware that the primary/first language spoken by employees is either English or Spanish. I have also reviewed the class list prepared in this matter to confirm that the employees identified therein speak either English or Spanish as their primary/first language. Therefore, I do not believe notice of the settlement needs to be given in a language other than English and Spanish.

I declare under penalty of perjury under the laws of the State of California that the preceding is true and correct. Executed on 4-13-26, at ^{COSTA MESA}~~Santa Ana~~, California.

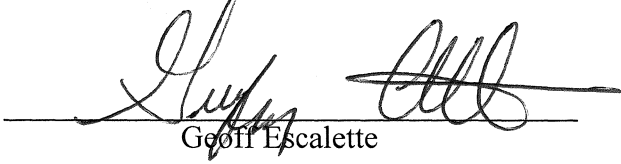

Geoff Escalette

EXHIBIT 5

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

KATHERINE VERGARA POLANCO, an
individual and on behalf of all others similarly
situated;

Plaintiff,

vs.

ESCALETTE, LLC, a California corporation;
and DOES 1 through 50,

Defendants.

Case No.: 30-2024-01407947-CU-OE-CXC

[Assigned for All Purposes to:
Hon. William Claster, Dept. CX101]

**(AMENDED PROPOSED) ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Action Filed: June 18, 2024
Trial Date: Not Set

1 The Motion of Plaintiff Katherine Vergara Polanco (“Plaintiff”) for Preliminary Approval of
2 Class Action and PAGA Settlement came on regularly for hearing before this Court. This Court,
3 having considered the proposed Class Action and PAGA Settlement Agreement (the “Agreement”)
4 attached to the Declaration of William C. Sung filed ~~concurrently herein~~ and the Amendment to
5 Class Action and PAGA Settlement Agreement (the “Amendment”) attached to the Supplemental
6 Declaration of William C. Sung; having considered Plaintiff’s Motion for Preliminary Approval of
7 Class Action and PAGA Settlement, Memorandum of Points and Authorities in support thereof, and
8 supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE
9 FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action and PAGA settlement
11 as set forth in the Settlement and finds its terms to be within the range of reasonableness of a
12 settlement that ultimately could be granted approval by the Court at a Final Approval Hearing. For
13 purposes of the Settlement, the Court finds that the proposed Class is ascertainable and that there is
14 a sufficiently well-defined community of interest among the members of the Class in questions of
15 law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of
16 the following Class:

17 All current and former non-exempt employees who worked for Defendant Escalette
18 (“Defendant”) within the State of California during the Class Period of June 18,
2020 to November 24, 2025.

19 2. For purposes of the Settlement, the Court preliminarily designates named Plaintiff
20 Katherine Vergara Polanco as Class Representative and William C. Sung and Tiffany L. Luu of
21 Justice for Workers, P.C. as Class Counsel.

22 3. The Court preliminarily designates Apex Class Action, LLC as the third-party
23 Administrator for mailing notices.

24 4. The Court approves, as to form and content, the Class Notice attached as Exhibit A
25 to the Settlement.

26 5. The Court finds that the form of notice to the Class regarding the pendency of the
27 action and of the Settlement, and the methods of giving notice to Class Members, constitute the best
28 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of

1 the Class Members. The form and method of giving notice complies fully with the requirements of
2 California Code of Civil Procedure section 382, California Civil Code section 1781, California
3 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable
4 law.

5 6. The Court further approves the procedures for the Class Members to opt out of or
6 object to the Class Settlement, as set forth in the Class Notice.

7 7. The procedures and requirements for filing objections in connection with the Final
8 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
9 presentation of any Class Member's objection to the Settlement in accordance with the due process
10 rights of all members of the Class.

11 8. The Court directs the Administrator to mail the Class Notice to Class Members in
12 accordance with the terms of the Settlement.

13 9. The Class Notice shall provide at least ~~forty-fivesixty~~ (6045) calendar days' notice
14 for Class Members to opt out of, or object to, the Class Settlement.

15 10. The Final Approval Hearing on the question of whether the Settlement should be
16 finally approved as fair, reasonable, and adequate is scheduled in Department CX101 of this Court,
17 located at Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701 on September
18 18, 2026 at 9:00 a.m.

19 11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
20 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
21 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application
22 for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff,
23 settlement administration costs, and payment to the Labor & Workforce Development Agency
24 ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be granted.

25 12. Counsel for the parties shall file memoranda, declarations, or other statements and
26 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
27 expenses, Plaintiff's service award, payment to the LWDA, and settlement administration costs, no
28 later than 16 court days prior to the Final Approval Hearing.

1 ///

2 ///

3 13. An implementation schedule is below:

Event	Date
Defendants to provide the Administrator with the Class Data	Within 15 calendar days after entry of this Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendants
Response Deadline for Class Members	Within <u>45-60</u> calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	September 18, 2026 at 9:00 a.m.

13 14. Pending the Final Approval Hearing, all proceedings in this Action, other than
14 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
15 Order, are stayed. The Court retains jurisdiction to enforce the Settlement pursuant to Code of Civil
16 Procedure § 664.6.

17 15. The Court orders the Parties and the Administrator to carry out their duties and
18 obligations in accordance with terms of the Agreement and this Order.

19 **IT IS SO ORDERED.**

20
21 DATED: _____, 2026

22 Hon. William Claster
23 Judge of the Superior Court
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EXHIBIT 6