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

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

13 Plaintiff,

14 vs.

15 ESCALE TTE, LLC, a California corporation;
16 and DOES 1 through 50,

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

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

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION LLC IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT,
ATTORNEY'S FEES AND COSTS, AND
SERVICE PAYMENT**

(Filed concurrently with Motion for Final
Approval; Supporting Declarations; and
[Proposed] Judgment and Order)

DATE: October 16, 2026

TIME: 9:00 a.m.

DEPT: CX101

Reservation ID: Per May 16, 2026 Court Order

Action Filed: June 18, 2024

Trial Date: Not Set

1 I, Madely Nava, declare as follows:

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

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

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

1 **CLASS DATA AND NOTICE PROCESS**

2 4. On May 6, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content for
3 the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
4 from the Parties' Counsel prior to mailing.

5 5. On May 19, 2026, Counsel for the Defendants provided Apex with the Class Data, comprising
6 the Class Member's name, last-known mailing address, Social Security number, and number of Class
7 Period Workweeks and PAGA Pay Periods for 252 individuals. Apex reviewed & cleansed the data for
8 duplicates, discrepancies and any potential missing information. Apex identified seven (7) duplicates
9 records removed with Defendant to confirm prior to finalizing the Class Data. The Class Data consisted
10 of a total of 245 individuals.

11 6. In preparation for the mailing process, all 245 names and addresses listed in the Class Data
12 underwent verification and updating against the National Change of Address (NCOA) database
13 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
14 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
15 Notice. The NCOA database contains records of address changes requested and submitted to the USPS.
16 If the NCOA database showed an updated address, it was used to mail the Class Notice. However, in
17 cases where no updated address was found in the NCOA database, the original address provided by
18 Counsel for Defendants was used for the mailing of the Class Notice.

19 7. On June 4, 2026, the Class Notice was sent to all 245 individuals listed in the Class Data via U.S
20 First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

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

22 8. As of the date of this declaration, our office has received 29 returned Class Notices as
23 undeliverable. Apex conducted a computerized skip trace on the 29 returned Class Notices in an attempt
24 to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
25 in obtaining 14 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
26 Mail.

27 9. As of the date of this declaration, 15 Class Notices have been considered undeliverable as no
28 updated address was found as a result of skip tracing.

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

2 10. The Response Deadline was August 3, 2026. An extended Response Deadline for Class Member's
3 who received a remailed notice was August 17, 2026.

4 11. As of the date of this declaration, Apex has not received any Requests for Exclusion. The deadline
5 for submitting a request for exclusion from the Settlement was August 3, 2026.

6 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
7 deadline for submitting a written objection to the Settlement was August 3, 2026.

8 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
9 deadline for submitting a dispute was August 3, 2026.

10 14. As of the date of this declaration, Apex will report 245 Participating Class Members, constituting
11 100% of the Settlement Class.

12 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

13 15. The total number of workweeks worked by Participating Class Members during the Class Period
14 is 29,756. The Net Settlement Amount available to Participating Class Members is estimated to be
15 (\$304,366.65) and was calculated by subtracting the requested attorneys' fees (\$181,195.59), the amount
16 requested for litigation costs and expenses (\$10,374.53), the requested Class Representative Service
17 Payment (\$10,000.00), the requested Settlement Administration Costs (\$7,650.00), and the PAGA
18 Penalties (\$30,000.00) from the Gross Settlement Amount (\$543,586.77).

19 16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
20 be approximately \$2,935.65, the *average* Individual Class Payment is currently estimated to be
21 approximately \$1,242.31, and the *lowest* Individual Class Payment is currently estimated to be
22 approximately \$20.46. Plaintiff Katherine Vergara Polanco's Individual Class Payment is estimated to
23 be approximately \$225.03. These amounts are subject to employee-side tax and withholdings.

24 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$7,5000.00) will be allocated to
25 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees
26 cannot opt out of the PAGA settlement. There are 157 Aggrieved Employees who worked a total of
27 7,342 pay periods during the PAGA Period.

1 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$66.40, the
2 *average* Individual PAGA Payment is approximately \$47.77, and the *lowest* Individual PAGA Payment
3 is approximately \$1.02. Plaintiff Katherine Vergara Polanco's Individual PAGA Payment is estimated
4 to be approximately \$11.24.

5 **ADMINISTRATION COSTS**

6 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
7 and anticipated expenses, amount to \$7,650.00. Apex will proceed with additional tasks related to this
8 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
9 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
10 upon by the Parties or ordered by the Court for Apex to undertake. A copy of our bid is attached as
11 **Exhibit B.**

12 I declare under penalty of perjury under the laws of the State of California and the United States
13 that the foregoing is true and correct, and that this Declaration was executed this 11th day of September
14 2026, in Irvine, California.

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17 MADELY NAVA
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Exhibit A

Katherine Vergara Polanco v. Escalette
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

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

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 \$«Individual_Class_Payment» (less withholding) and your Individual PAGA Payment is estimated to be \$«Individual_PAGA_Payment»**. 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 «Class_Workweeks» Workweeks** during the Class Period, and **you worked «PAGA_Pay_Periods» 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 August 3, 2026	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 August 3, 2026	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 <u>October 16, 2026</u>, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <u>October 16, 2026</u> . 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 <u>August 3, 2026</u>	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 <u>August 3, 2026</u> . 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 **August 3, 2026**, 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 **August 3, 2026**, 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 **August 3, 2026** 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 August 3, 2026, 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 **October 16, 2026**, 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.apexclassaction.com/escalette 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 August 3, 2026.** 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.apexclassaction.com/escalette 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
support@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.

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

Apex Class Action
support@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: _____

WORKWEEK/PAY PERIOD CHALLENGE
Polanco v. Escalette, LLC, Case No. 30-2024-01407947-CU-OE-CXC

Apex Class Action
support@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: _____

AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL Y FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL

Katherine Vergara Polanco v. Escalette , Número de Caso 30-2024-01407947-CU-OE-CXC

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo con atención!

No se trata de correo basura, spam, publicidad ni de una solicitud por parte de un abogado. No le están demandando.

Es posible que sea elegible para recibir dinero de una demanda colectiva de empleados (“Demanda”) contra Escalette, LLC, DBA RSS Manufacturing (“Demandado”) por presuntas violaciones de salarios y horas. La Demanda fue presentada por una exempleada, Katherine Vergara Polanco (“Demandante”), y busca el pago de (1) salarios atrasados y otras compensaciones para una clase de todos los empleados actuales y exempleados no exentos que trabajaron para el Demandado dentro del Estado de California durante el Período de Clase del 18 de junio de 2020 al 24 de noviembre de 2025 (“Miembros de la Clase”); y (2) sanciones bajo la Ley de Acción Privada del Fiscal General de California (“PAGA”) para todos los empleados actuales y exempleados no exentos que trabajaron para el Demandado dentro del Estado de California durante el Período de PAGA del 18 de junio de 2023 al 24 de noviembre de 2025 (“Empleados Afectados”).

El acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que exige al Demandado financiar los Pagos Individuales de Clase, y (2) un Acuerdo de PAGA que exige al Demandado financiar los Pagos Individuales de PAGA y las sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

Según los registros del Demandado y las suposiciones actuales de las Partes, **se estima que su Pago Individual de Clase será de \$«Individual_Class_Payment» (menos retención) y su Pago Individual de PAGA será \$«Individual_PAGA_Payment»**. La cantidad real que reciba puede variar y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago Individual de PAGA, según los registros del Demandado, entonces no tiene derecho a dicho pago en virtud del Acuerdo, ya que no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros del Demandado que muestran que **trabajó «Class_Workweeks» Semanas laborales** durante el Período de Clase y **«PAGA_Pay_Periods» Períodos de Pago de PAGA** durante el Período de PAGA. Si cree que trabajó más semanas de las previstas en cualquiera de los dos periodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y este Aviso. El Tribunal aún no ha decidido si concede la aprobación definitiva. Sus derechos legales se ven afectados tanto si actúa como si no. Lea este Aviso detenidamente. Se considerará que lo ha leído y comprendido detenidamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará al Demandante y a sus abogados (“Abogados de la Clase”). El Tribunal también decidirá si dictará una sentencia que obligue al Demandado a realizar pagos en virtud del Acuerdo y exija a los Miembros de la Clase y a los Empleados Afectados que renuncien a su derecho a presentar ciertas reclamaciones contra el Demandado.

Si trabajó para el Demandado durante el Período de Clase y/o el Período de PAGA, tiene dos opciones básicas según el Acuerdo:

- (1) **No haga nada.** No es necesario que haga nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de Clase y/o uno de PAGA. Sin embargo, como Miembro de Clase Participante, renunciará a su derecho a presentar reclamaciones salariales del Período de Clase y sanciones del Período de PAGA contra el Demandado.
- (2) **Exclusión del Acuerdo Colectivo** Puede excluirse del Acuerdo Colectivo (optar por no participar) presentando la Solicitud de Exclusión por escrito o notificando al Administrador por escrito. Si decide no participar en el Acuerdo, no recibirá un Pago Individual de Clase. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales por el Período de Clase contra el Demandado y, si es un Empleado Afectado, seguirá teniendo derecho a un Pago Individual de PAGA. No se puede optar por no participar en la parte del Acuerdo propuesto relativa a la PAGA.

El Demandado no tomará represalias contra usted por ninguna acción que usted emprenda respecto del Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo.	Si no hace nada, será un Miembro de Clase Participante, con derecho a un Pago Individual de Clase y a uno de PAGA (si corresponde). A cambio, renunciará a su derecho a presentar reclamaciones salariales contra el Demandado que estén cubiertas por este Acuerdo (Reclamaciones Liberadas).
Puede optar por no participar en el Acuerdo Colectivo, pero no en el Acuerdo de PAGA. La fecha límite para excluirse es a más tardar el <u>3 de agosto de 2026</u>.	Si no desea participar plenamente en el Acuerdo propuesto, puede optar por no participar en el Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, pasará a ser un Miembro de Clase No Participante y ya no podrá optar al Pago Individual de Clase. Los Miembros de Clase Participante no podrán oponerse a ninguna parte del Acuerdo propuesto. Véase la Sección 6 de este Aviso. Se adjunta a este Aviso un formulario de Solicitud de Exclusión como Anexo 1. No se puede optar por no participar en la parte del Acuerdo propuesto relativa a la PAGA. El Demandado deberá efectuar los Pagos Individuales de PAGA a todos los Empleados Afectados, y éstos deberán renunciar a su derecho a presentar Reclamaciones Liberadas de PAGA (definidas a continuación).
Los Miembros de Clase Participante pueden oponerse al Acuerdo Colectivo, pero no al Acuerdo de PAGA. Las objeciones por escrito deben presentarse a más tardar el <u>3 de agosto de 2026</u>.	Todos los Miembros de la Clase que no opten por no participar (“Miembros de Clase Participante”) pueden oponerse a cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre si finalmente aprobar el Acuerdo incluirá determinar cuánto se pagará a los Abogados de la Clase y al Demandante que interpuso la Demanda en nombre de la Clase. Usted No es personalmente responsable de ningún pago a los Abogados de la Clase ni al Demandante, pero cada dólar que se les pague reduce la cantidad total pagada a los Miembros de Clase Participante. Puede oponerse, en general, a las cantidades solicitadas si considera que son irrazonables. Véase la Sección 7 de este Aviso.
Puede participar en la Audiencia de Aprobación Final de <u>16 de octubre de 2026</u>.	La Audiencia de Aprobación Final está programada para el <u>16 de octubre de 2026</u>. No es necesario que asista, pero tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre, a su propio costo), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros de Clase Participante podrán oponerse verbalmente al Acuerdo en dicha audiencia. Consulte la Sección 8 de este Aviso.
Puede impugnar el cálculo de sus Semanas laborales/Períodos de Pago. Las impugnaciones por escrito deben presentarse a más tardar el <u>3 de agosto de 2026</u>.	El monto de su Pago Individual de Clase y de su Pago de PAGA (si corresponde) depende de cuántas Semanas Laborales trabajó al menos un día durante el Período de Clase y de cuántos Períodos de Pago de PAGA trabajó al menos un día durante el Período de PAGA, respectivamente. El número que trabajó, según los registros del Demandado, se indica en la primera página de este Aviso. Si no está de acuerdo con alguna de estas cifras, debe impugnarla a más tardar el <u>3 de agosto de 2026</u>. Consulte la Sección 4 de este Aviso. Se adjunta a este Aviso, como Anexo 2, un Formulario de Impugnación de Semana laboral/Período de Pago.

1. ¿DE QUÉ TRATA LA DEMANDA?

La Demandante es exempleada de Escalette, el Demandado. La Demanda acusa al Demandado de violar las leyes laborales de California al no pagar los salarios mínimos y las horas extras, no proporcionar períodos de descanso y comida que cumplan con la ley; no pagar las primas por tiempo de presentación y no reembolsar los gastos comerciales necesarios; no pagar la licencia por enfermedad remunerada; no pagar los salarios adeudados al momento de la terminación; no proporcionar boletas de salarios detallados y precisos; y competencia desleal. Con base en las mismas alegaciones, la Demandante también ha presentado una reclamación por sanciones civiles bajo la Ley de Acción Privada del Fiscal General de California (Código Laboral, §§ 2698 y sig.) (“PAGA”). La Demandante está representada por los abogados: William C. Sung, Tiffany L. Luu, Joseph C. Ramli de Justice for Workers, PC (“Abogados de la Clase”).

El Demandado niega rotundamente haber violado ley alguna ni haber dejado de pagar salarios, y sostiene que cumplió

con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HAYA RESUELTO?

Hasta el momento, el Tribunal no ha determinado si la postura del Demandado o del Demandante es correcta en el fondo del asunto. Mientras tanto, la Demandante y el Demandado contrataron a un mediador en un intento de resolver el litigio mediante negociación para poner fin al caso por acuerdo (llegar a un acuerdo) en lugar de continuar con el costoso y prolongado proceso de litigio. Las negociaciones fueron un éxito. Al firmar un acuerdo de conciliación por escrito (“Acuerdo”) y aceptar conjuntamente solicitar al Tribunal que dicte sentencia para poner fin a la Demanda y hacer cumplir el Acuerdo, el Demandante y el Demandado han negociado una propuesta de conciliación sujeta a la aprobación final del Tribunal. Ambas partes coinciden en que el Acuerdo propuesto es una solución de compromiso para las reclamaciones en disputa. Al aceptar llegar a un acuerdo, el Demandado no admite ninguna infracción ni reconoce la validez de ninguna de las reclamaciones.

La Demandante y los Abogados de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque: (1) el Demandado ha acordado pagar una cantidad justa, razonable y adecuada considerando la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuo; y (2) el Acuerdo es en el mejor interés de los Miembros de la Clase y los Empleados Afectados. El Tribunal aprobó preliminarmente el Acuerdo propuesto por considerarlo justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. El Demandado pagará \$543,586.77 como Monto Bruto del Acuerdo. El Demandado ha accedido a depositar este monto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Monto Bruto del Acuerdo para pagar los Pagos Individuales de Clase, los Pagos Individuales de PAGA, el Pago por Servicio del Representante de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”). Si el Tribunal otorga la Aprobación Final, el Demandado deberá abonar el Monto Bruto del Acuerdo en un plazo no superior a 14 días a partir de la fecha en que la Sentencia dictada por el Tribunal sea firme. La Sentencia será firme en la fecha en que el Tribunal la dicte, o en una fecha posterior si los Miembros de Clase Participante se oponen al Acuerdo propuesto o si se apela la Sentencia.
2. Deducciones aprobadas por el Tribunal sobre el Monto Bruto del Acuerdo. En la Audiencia de Aprobación Final, la Demandante y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Monto Bruto del Acuerdo, cuyos montos serán decididos en dicha audiencia:
 - A. Hasta \$181,195.59 (33 1/3% del Monto Bruto del Acuerdo) para los Abogados de la Clase, en concepto de honorarios, y hasta \$20,000.00 para sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos relacionados con la Demanda sin recibir remuneración alguna.
 - B. Hasta \$10,000.00 para la Demandante, como Pago por Servicio de Representante de la Clase, por presentar la Demanda, trabajar con el Abogado de la Clase y representar a la Clase. El Pago por Servicio de Representante de la Clase será el único dinero que la Demandante recibirá aparte del Pago Individual de Clase y de cualquier Pago Individual de PAGA.
 - C. Hasta \$7,560.00 para el Administrador por los servicios de administración del Acuerdo.
 - D. Hasta \$30,000.00 para Sanciones PAGA, asignados en un 75% al Pago de la LWDA y en un 25% a Pagos Individuales de PAGA a los Empleados Afectados, según sus Períodos de Pago de PAGA.

Los Miembros de Clase Participante tienen derecho a oponerse a cualquiera de estas deducciones. El Tribunal las tomará en cuenta.

3. Acuerdo Neto distribuido entre los Miembros de la Clase. Tras realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Monto Bruto del Acuerdo (el “Acuerdo Neto”) mediante Pagos Individuales de Clase a los Miembros de Clase Participante, en función de sus Semanas Laborales durante el Período de Clase.
4. Impuestos adeudados sobre los pagos de los Miembros de la Clase. La Demandante y el Demandado solicitan al Tribunal que apruebe una asignación del 20% de cada Pago Individual de Clase a salarios impositivos (“Parte Salarial”) y el 80% a intereses y sanciones (“Parte No Salarial”). La Parte Salarial está sujeta a retenciones y se declarará en los formularios W-2 del IRS. El Demandado pagará por separado los impuestos sobre la nómina del empleador que le correspondan sobre esta parte. Los Pagos Individuales de PAGA se consideran sanciones, en lugar de salarios, a efectos fiscales. El Administrador informará sobre los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales de Clase en los formularios 1099 del IRS.

Aunque la Demandante y el Demandado han acordado estas asignaciones, ninguna de las partes le está dando ningún consejo sobre si sus pagos son gravables o cuánto podría deber en impuestos. Usted es responsable del pago de todos los impuestos (incluidas las sanciones y los intereses por impuestos atrasados) sobre cualquier pago recibido en virtud del Acuerdo propuesto. Si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto, debe consultar con un asesor fiscal.

5. Cobrar los cheques de pago a la brevedad. En el frente de cada cheque emitido para los Pagos Individuales de Clase y los de PAGA se mostrará la fecha de vencimiento (la fecha de anulación). Si no lo cobra antes de la fecha de vencimiento, su cheque será cancelado automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre.

Si el dinero representado por su cheque se envía a la sección de Propiedad No Reclamada del Controlador, debe consultar las normas del Fondo para obtener instrucciones sobre cómo recuperarlo.

6. Solicitudes de Exclusión del Acuerdo Colectivo. Se le considerará un Miembro de Clase Participante, participando plenamente en el Acuerdo Colectivo, a menos que notifique al Administrador por escrito, a más tardar el **3 de agosto de 2026**, que desea excluirse. La forma más sencilla de notificar al Administrador es enviar una Solicitud de Exclusión escrita y firmada a más tardar el **3 de agosto de 2026**, Fecha Límite de Respuesta. La solicitud deberá ser una carta de un Miembro de la Clase o de su representante, en la que consten el nombre, la dirección actual, el número de teléfono del Miembro de la Clase y una simple declaración en la que se manifieste su deseo de ser excluido del Acuerdo. Los Miembros Excluidos de la Clase (es decir, los Miembros de Clase No Participante) no recibirán Pagos Individuales de Clase, pero conservarán su derecho a presentar personalmente reclamaciones salariales y de horas contra el Demandado. Se adjunta a este Aviso un formulario de Solicitud de Exclusión como Anexo 1.

No puede optar por no participar en la parte del acuerdo correspondiente a la PAGA. Los Miembros de la Clase que se excluyan del Acuerdo Colectivo (Miembros de Clase No Participante) seguirán teniendo derecho a los Pagos Individuales de PAGA y deberán renunciar a su derecho a presentar reclamaciones de PAGA contra el Demandado basadas en los hechos del Período de PAGA alegados en la Demanda.

7. El Acuerdo propuesto quedará sin efecto si el Tribunal deniega su Aprobación Definitiva. Es posible que el Tribunal se niegue a otorgar la Aprobación Definitiva del Acuerdo o a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. La Demandante y el Demandado han acordado que, en cualquier caso, el Acuerdo será nulo: el Demandado no pagará ninguna cantidad de dinero y los Miembros de la Clase no presentarán ninguna reclamación contra el Demandado.
8. Administrador. El Tribunal ha designado a Apex Class Action LLC (el “Administrador”), una empresa neutral, para que envíe este Aviso, calcule y realice los pagos y tramite las Solicitudes de Exclusión de los Miembros de la Clase. Este también decidirá sobre las Impugnaciones relativas a las Semanas laborales de los Miembros de la Clase, enviará por correo y reenviará los cheques del acuerdo, así como los formularios de impuestos, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.
9. Liberación por parte de los Miembros de Clase Participante. Una vez que la Sentencia sea firme y el Demandado haya abonado íntegramente el Monto Bruto del Acuerdo y haya pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros de Clase Participante no podrán, por ley, hacer valer ninguna de las reclamaciones liberadas en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por no participar, excluyéndose válidamente del Acuerdo Colectivo, no puede demandar, continuar demandando ni ser

parte de ninguna otra demanda contra el Demandado o entidades relacionadas por salarios basados en los hechos del Período de Clase y Sanciones PAGA basados en los hechos del Período de PAGA, como se alega en la Demanda y se resuelve mediante este Acuerdo.

Los Miembros de Clase Participante estarán sujetos a la siguiente liberación:

Todos los Miembros de Clase Participante, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, pasados y presentes, liberan a las Partes Liberadas de todas las causas de acción y reclamaciones que se alegaron en la Demanda o que razonablemente podrían haberse alegado con base en los hechos y teorías legales contenidos en la Denuncia Operativa, que surjan durante el Período de Clase, incluyendo todas las siguientes reclamaciones de reparación: (1) Violaciones del Salario Mínimo; (2) Violaciones del Salario por Horas Extras; (3) Violaciones del Período de Comida; (4) Violaciones del Período de Descanso; (5) Licencia por Enfermedad No Pagada; (6) Sanciones por Declaración de Salario; (7) Sanciones por Tiempo de Espera; (8) Falta de Reembolso de Gastos Comerciales Necesarios; y (9) Competencia Desleal (“Reclamaciones Liberadas de Clase”). Salvo lo estipulado en la Sección 5.3 del Acuerdo de Conciliación, los Miembros de Clase Participante no liberan ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo Justo y Vivienda, seguro de desempleo, discapacidad, seguridad social, compensación laboral o reclamaciones basadas en hechos ocurridos fuera del Período de Clase.

10. Liberación de PAGA de los Empleados Afectados. Una vez que la Sentencia del Tribunal sea firme y el Demandado haya pagado el Monto Bruto del Acuerdo y, por separado, los impuestos sobre la nómina correspondientes al empleador, todos los Empleados Afectados no podrán presentar reclamaciones de PAGA contra el Demandado, independientemente de si se excluyen o no del Acuerdo. Esto significa que todos los Empleados Afectados, incluidos aquellos que son Miembros de Clase Participante y aquellos que optan por no participar en el Acuerdo Colectivo, no pueden demandar, continuar demandando ni participar en ninguna otra reclamación PAGA contra el Demandado o sus entidades relacionadas con base en los hechos del Período de PAGA alegados en la Demanda y resueltos por este Acuerdo.

Las liberaciones de los Empleados Afectados, tanto para los Miembros de Clase Participante como para los No Participante, son las siguientes:

Todos los Miembros de Clase Participante y No Participante que sean Empleados Afectados se consideran que liberan, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, pasados y presentes, a las Partes Exoneradas, de todas las causas de acción y reclamaciones de sanciones civiles en virtud de la Ley de Acción Privada del Fiscal General de California de 2004 que se alegaron o razonablemente podrían haberse alegado con base en los hechos y teorías legales contenidos en la Denuncia Operativa y el Aviso de PAGA, que surjan durante el Período de PAGA, incluidas las reclamaciones de sanciones civiles basadas en lo siguiente: (1) Violaciones del salario mínimo; (2) Violaciones del salario por horas extras; (3) Violaciones del período de comida; (4) Violaciones del período de descanso; (5) Licencia por enfermedad no remunerada; (6) Sanciones del estado de cuenta de nómina; (7) Sanciones por tiempo de espera; (8) Falta de reembolso de gastos comerciales necesarios (“Reclamaciones Liberadas de PAGA”).

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de Clase. El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de Clase Participante, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro de Clase Participante.
2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo \$7,500.00 entre el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Afectados y (b) multiplicando el resultado por el número de Períodos de Pago de PAGA trabajados por cada Empleado Afectado.
3. Impugnaciones de Semana laboral/Período de Pago de PAGA. El número de Semanas laborales de Clase que trabajó durante el Período de Clase y el de Períodos de Pago de PAGA que trabajó durante el Período de PAGA, según consta en los registros del Demandado, se indican en la primera página de este Aviso. Tiene a más tardar el 3 de agosto de 2026 para impugnar el número de Semanas laborales y/o Períodos de Pago de PAGA que se le han acreditado. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo

postal, por correo electrónico o por fax. La sección 9 de este Aviso contiene la información de contacto del Administrador. Se adjunta a este Aviso, como Anexo 2, un Formulario de Impugnación de Semana laboral/Período de Pago.

Debe enviar copias de sus recibos de nómina u otros documentos que la respalden. El Administrador aceptará como exacto el cálculo de Semanas Laborales y/o Períodos de Pago de PAGA del Demandado basado en sus registros, a menos que usted envíe copias de los registros que contengan información contraria. Debe enviar copias en lugar de los originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones relacionadas con la Semana laboral y/o el Período de Pago de PAGA con base en su presentación y en la información proporcionada por los Abogados de la Clase (quienes abogarán en nombre de los Miembros de Clase Participante) y por el abogado del Demandado. La decisión del Administrador es definitiva. No se puede apelar ni impugnar de ninguna otra forma su decisión final.

5. ¿CÓMO RECIBIRÉ MI PAGO?

1. Miembros de Clase Participante. El Administrador enviará, por correo postal, un cheque a cada Miembro de Clase Participante (es decir, a cada Miembro de la Clase que no opte por no participar), incluidos aquellos que también califiquen como Empleados Afectados. El cheque combinará el Pago Individual de Clase y el de PAGA.
2. Miembros de Clase Participante. El Administrador enviará, por correo postal, un único cheque de Pago Individual de PAGA a cada Empleado Afectado que elija no participar en el Acuerdo Colectivo (es decir, a cada Miembro de Clase No Participante).

Su cheque se enviará a la misma dirección que figura en este Aviso. Si cambia de domicilio, asegúrese de notificarlo al Administrador lo antes posible. La sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO EXCLUIRSE DEL ACUERDO COLECTIVO?

Envíe una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una simple declaración de que no desea participar en el Acuerdo. El Administrador lo excluirá en función de cualquier escrito en el que se comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como “*Katherine Vergara Polanco v. Escalette*”, Número Caso 30-2024-01407947-CU-OE-CXC, e incluir su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de Seguro Social para fines de verificación). Debe realizar la solicitud personalmente. Si otra persona la realiza en su nombre, no será válida. **El Administrador debe recibir su solicitud de exclusión a más tardar el 3 de agosto de 2026, o no será válida.** La sección 9 del Aviso contiene la información de contacto del Administrador. Se adjunta a este Aviso un formulario de Solicitud de Exclusión como Anexo 1.

7. ¿CÓMO Oponerse AL ACUERDO?

Únicamente los Miembros de Clase Participante tienen derecho a oponerse al Acuerdo. Antes de decidir si presenta una objeción, es posible que desee ver qué solicitan el Demandante y el Demandado al Tribunal para que este apruebe. Al menos 16 días hábiles antes del **16 de octubre de 2026**, Audiencia de Aprobación Final, los Abogados de la Clase y/o el Demandante presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios y Costos de Litigio y Pago de Servicios del Representante de la Clase que indique (i) la cantidad que los Abogados de la Clase solicitan para honorarios y costos de litigio; y (ii) la cantidad que el Demandante solicita como Pago de Servicios del Representante de la Clase. Si lo solicita razonablemente, los Abogados de la Clase (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno. También puede consultarlos en el sitio web del Administrador, www.apexclassaction.com/escalette, o en el del Tribunal, <https://civilwebshopping.occourts.org/Login.do>.

Un Miembro de Clase Participante que no esté de acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Final y/o la de Honorarios de Abogados y Costos de Litigio, y el Pago por Servicios del Representante de la Clase, puede presentar una objeción. **La fecha límite para enviar objeciones por escrito al Administrador es el 3 de agosto de 2026.** Asegúrese de indicarle al Administrador a qué se opone, por qué y cualquier hecho que respalde su objeción. Asegúrese de identificar la Demanda con el título “*Katherine Vergara Polanco v. Escalette*”, Número Caso 30-2024-01407947-CU-OE-CXC e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo para el Demandado y firme la objeción. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Como alternativa, un Miembro de Clase Participante puede presentar una objeción (o contratar personalmente a un

abogado para que la presente a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicarle al Tribunal a qué se opone, por qué y cualesquiera hechos que respalden su objeción. Consulte la Sección 8 de este Aviso (inmediatamente más abajo) para obtener detalles específicos sobre esta audiencia.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Puede, pero no tiene que asistir el día 16 de octubre de 2026 a las 9:00 a. m. en el Departamento CX101 del Tribunal Superior del Condado de Orange, Centro del Complejo Civil, ubicado en 751 W Santa Ana Blvd, Santa Ana, CA 92701. En esta Audiencia, el juez decidirá si otorga la Aprobación Final del Acuerdo y qué parte del Monto Bruto del Acuerdo se pagará a los Abogados de la Clase, al Demandante y al Administrador. El Tribunal solicitará comentarios de los objetores, de los Abogados de la Clase y de los abogados de la Defensa antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) personalmente o de forma virtual a través de <https://www.occourts.org/civil-remote-hearings>. Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal re programe esta audiencia. Debe consultar el sitio web del Administrador, www.apexclassaction.com/escalette, con anticipación o comunicarse con los Abogados de la Clase para verificar la fecha y la hora de dicha audiencia.



9. ¿CÓMO OBTENER MÁS INFORMACIÓN?

El Acuerdo detalla todo lo que el Demandado y el Demandante se han comprometido a hacer en virtud del Acuerdo propuesto. Puede llamar o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que figura a continuación para ver el Acuerdo, la Sentencia o cualquier otro documento, o consultar el sitio web del Tribunal Superior accediendo a (<https://civilwebshopping.occourts.org/Login.do>), ingresando el número de caso de la Demanda, Número Caso 30-2024-01407947-CU-OE-CXC, y descargando el documento. También puede solicitar una cita para revisar personalmente los documentos judiciales en la Secretaría del Tribunal Superior del Condado de Orange.

NO LLAME AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:

**JUSTICE FOR WORKERS,
P.C.**
William C. Sung
Tiffany L. Luu
José C. Ramli
3600 Wilshire Blvd., Suite 1815
Orange, CA 90010
Teléfono: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforworkers.com
jramli@justiceforworkers.com

Administrador:

Apex Class Action LLC
support@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Teléfono: (800) 355 – 0700
Fax: (949) 989-4428

10. ¿QUÉ PASA SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque antes de cobrarlo, el Administrador lo reemplazará siempre que solicite el reemplazo antes de la fecha de vencimiento indicada en el cheque original. Si ya no es válido, debe consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ PASA SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar de inmediato al Administrador si se muda o cambia su dirección por cualquier otro motivo.

SOLICITUD DE EXCLUSIÓN

Polanco v. Escalette, LLC, Número Caso 30-2024-01407947-CU-OE-CXC

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

Administrador de Acuerdo,

Solicito ser excluido del Acuerdo Colectivo *Polanco v. Escalatte, LLC* (Tribunal Superior del Condado de Orange, Número Caso 30-2024-01407947-CU-OE-CXC). Mi nombre e información de contacto se encuentran a continuación:

Nombre del Empleado:

Dirección del Empleado:

Número de teléfono del Empleado:

Fechas aproximadas de empleo:

Gracias,

Firma: _____

IMPUGNACIÓN DE SEMANA LABORAL/PERÍODO DE PAGO
Polanco v. Escalette, LLC, Número Caso 30-2024-01407947-CU-OE-CXC

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

Administrador de Acuerdo,

Me dirijo a ustedes para impugnar el número de Semanas laborales y/o Períodos de Pago de PAGA que se muestran en el Aviso Colectivo que recibí con respecto al Acuerdo Colectivo *Polanco v. Escalette, LLC* (Tribunal Superior del Condado de Orange, Número Caso 30-2024-01407947-CU-OE-CXC).
Mi nombre e información de contacto se encuentran a continuación:

Nombre del Empleado:

Dirección del Empleado:

Número de teléfono del Empleado:

Fechas aproximadas de empleo:

A continuación, se indica el número de semanas laborales y períodos de pago que figuran en el Aviso Colectivo que recibí, y el número de semanas laborales y/o períodos de pago que creo que deberían figurar:

Semanas laborales de Clase (Semanas laborales trabajadas entre el 18 de junio de 2020 y el 24 de noviembre de 2025)	Períodos de Pago de PAGA (Períodos de Pago trabajados entre el 18 de junio de 2023 y el 24 de noviembre de 2025)
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Listado en el Aviso Colectivo

Propuesta de Empleado

Adjunto los documentos justificativos relativos a la impugnación mencionada anteriormente.

Gracias,

Firma: _____

Exhibit B



Quotation Request:
William Sung
Justice for Workers
William@JusticeforWorkers.com
323.922.2000

Case Name: Polanco v. Escalette
Date: Monday, September 29, 2025
RFP Number: 321600027

Prepared By:
Kimberly Sutherland
Apex Class Action LLC
kimberly@apexclassaction.com
321.223.5065

Settlement Specifications	
Estimated Class Size:	275
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	275	\$412.50
USPS First Class Postage	Per Piece	\$0.78	275	\$214.50
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	55	\$110.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$55.00	1	\$55.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$2,262.00

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	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$66.00	1	\$66.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$566.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	275	\$412.50
USPS First Class Postage	Per Piece	\$0.78	275	\$214.50
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	28	\$55.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
			Sub Total:	\$3,302.00

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

			WILL NOT EXCEED:	\$7,650.00
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Thank you for your business!



Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of 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. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

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.