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Attorneys for Plaintiff Jose Moreno and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JOSE MORENO, individually, and on behalf of
all other similarly situated employees,

Plaintiff,

vs.

KERN REGIONAL CENTER; and DOES 1
through 25, inclusive,

Defendants.

Case No.: BCV-24-13353
[Related to Case No. BCV-24-104216]

Honorable T. Mark Smith
Department T-2

**DECLARATION OF BETH PARIS ON
BEHALF OF APEX CLASS ACTION LLC,
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: June 2, 2026
Time: 8:30 a.m.
Dept.: T-2

Complaint Filed: October 2, 2024
Trial Date: Not Set

1 I, Beth Paris, 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 *Jose Moreno v Kern Regional Center*
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 75 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage
13 large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects
14 of the administration process are executed accurately and efficiently.

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

1 **CLASS DATA AND NOTICE PROCESS**

2 4. On February 5, 2026, Class Counsel provided Apex with the Court-approved content for the Class
3 Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the
4 Parties' Counsel prior to mailing.

5 5. On February 19, 2026, Defendant's counsel provided Apex with the Class Data, comprising the
6 full names, social security numbers, last known mailing addresses, employee IDs, and the total number
7 of Workweeks and Pay Periods. Apex reviewed & cleansed the data for duplicates, discrepancies and
8 any potential missing information. Apex identified two duplicate records and records with incomplete
9 names with Defendant prior to finalizing the Class Data. The Class Data consisted of a total of 669
10 individuals identified as Class Members who worked 63,717 Workweeks. Accordingly, the Escalator
11 Clause was not triggered.

12 6. In preparation for the mailing process, all 669 names and addresses listed in the Class Data
13 underwent verification and updating against the National Change of Address (NCOA) database
14 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
15 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The
16 NCOA database contains records of requested address changes submitted to the USPS. If an updated
17 address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However,
18 in cases where no updated address was found in the NCOA database, the original address provided by
19 Defendant's counsel was used for the mailing of the Class Notice.

20 7. On March 5, 2026, the Class Notice was sent to all 669 individuals listed in the Class Data via
21 U.S First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

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

23 8. As of the date of this declaration, our office has received 14 returned Class Notices as
24 undeliverable. Apex conducted a computerized skip trace on the 14 returned Class Notices in an attempt
25 to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
26 in obtaining 12 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
27 Mail.
28

1 9. As of the date of this declaration, two (2) Class Notices have been considered undeliverable as
2 no updated address was found as a result of skip tracing.

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

4 10. The Response Deadline was April 20, 2026. The extended Response Deadline for Class Members
5 who received a remailed Class Notice was May 5, 2026.

6 11. As of the date of this declaration, Apex has received three (3) Requests for Exclusion. A true and
7 correct copy of the Exclusion List is attached as **Exhibit B**.

8 12. As of the date of this declaration, Apex has not received any written objections to the Settlement.

9 13. As of the date of this declaration, Apex has not received any challenges to Workweeks and/or
10 Pay Periods.

11 14. As of the date of this declaration, Apex reports 666 Participating Class Members, constituting
12 99.55% of the Class.

13 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

14 15. The total number of Workweeks worked by Participating Class Members during the Class Period
15 is 63,484. The Net Settlement Amount available to Participating Class Members is estimated to be
16 \$1,055,610.00 and was calculated by subtracting the requested Class Counsel Fees Payment
17 (\$600,000.00), the maximum amount allocated for the Class Counsel Litigation Expenses Payment
18 (\$25,000.00), the requested Enhancement Award (\$10,000.00), the requested Administration Expenses
19 Payment (\$9,390.00), and the PAGA Penalties (\$100,000.00) from the Gross Settlement Amount
20 (\$1,800,000.00).

21 16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
22 be approximately \$4,439.67, the *average* Individual Class Payment is currently estimated to be
23 approximately \$1,585.00, and the *lowest* Individual Class Payment is currently estimated to be
24 approximately \$16.63. These amounts are subject to employee-side tax and withholdings.

25 17. Pursuant to the Agreement, 35% of the PAGA Penalties (\$35,000.00) will be allocated to
26 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees
27 cannot opt out of the PAGA settlement. There are 527 Aggrieved Employees who worked a total of
28 16,897 Pay Periods during the PAGA Period.

1 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$120.14,
2 the *average* Individual PAGA Payment is approximately \$66.41, and the *lowest* Individual PAGA
3 Payment is approximately \$2.07.

4 **ADMINISTRATION COSTS**

5 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
6 and anticipated expenses, amount to \$9,390.00. Apex will proceed with additional tasks related to this
7 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
8 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
9 upon by the Parties or ordered by the Court for Apex to undertake. A true and correct copy of Apex's
10 quote is attached as **Exhibit C**.

11 I declare under penalty of perjury under the laws of the State of California and the United States
12 that the foregoing is true and correct, and that this Declaration was executed this 6th day of May 2026,
13 in Irvine, California.

14
15 Beth Paris

16 Beth Paris
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EXHIBIT A

Moreno v. Kern Regional Center
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

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

Jose Moreno v. Kern Regional Center
Superior Court of California for the County of Kern, Case No. BCV-24-103353
Jose Moreno v. Kern Regional Center
Superior Court of California for the County of Kern, Case No. BCV-24-104216

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Jose Moreno ("Plaintiff") and Defendant Kern Regional Center ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353 ("Class Action") and *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-104216 ("PAGA Action") (together, "Actions"), which may affect your legal rights. On February 5, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on June 2, 2026, at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"Class Period" means the period from October 2, 2020 through December 8, 2025.

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

"PAGA Period" means the period from October 1, 2023 through December 8, 2025.

II. BACKGROUND OF THE ACTIONS

On October 1, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Notice"). On October 2, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint ("Operative Class Complaint") in the Class Action. The Class Action is based on the following legal causes of action: (1) Cal. Lab. Code §§ 1194, 1197, and 1197.1 for unpaid minimum wages; (2) Cal. Lab. Code §§ 510 and 1198 for unpaid overtime wages; (3) Cal. Lab. Code §§ 226.7 and 512(a) for unpaid meal period premiums; (4) Cal. Lab. Code § 226.7 for unpaid rest period premiums; (5) Cal. Labor Code §§ 204 and 210 for wages not timely paid during employment; (6) Cal. Lab. Code § 226(a) for failure to provide accurate wage statements; (7) Cal. Lab. Code §§ 201, 202, and 203 for final wages not timely paid upon termination; (8) Cal. Lab. Code §§ 2800 and 2802 for failure to reimburse necessary business expenses; and (9) Cal. Bus. & Prof. Code §§ 17200, *et seq.* for unfair competition. On December 6, 2024, Plaintiff commenced a representative action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA") by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("Operative PAGA Complaint") in the PAGA Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions, denies that it violated any law, and maintains it has fully complied with the law.

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

On February 5, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement ("Administrator"), Plaintiff Jose Moreno as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Kyle W. Wilson

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

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

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

Your primary options are the following:

<u>YOUR OPTIONS</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class and/or PAGA Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the Settlement and release your claims in exchange for compensation.
OPT OUT OF CLASS BUT NOT PAGA	You may opt out of the class components of the Settlement by submitting a Request for Exclusion by the response deadline. If you opt out of the class components of the Settlement, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement except for the PAGA release provisions because you cannot opt out of the PAGA components of the Settlement.
OBJECT TO CLASS BUT NOT PAGA	You may object to the class components of the Settlement by submitting a written objection by the response deadline, but not to the PAGA components of the Settlement. If the Court grants final approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Class and/or PAGA Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the Settlement.

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

The Court's final approval hearing is scheduled to take place on June 2, 2026, at 8:30 a.m. in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, California 93308. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$600,000.00), and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Award in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Actions; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Penalties"), of which the LWDA will be paid 65% (\$65,000.00) ("LWDA PAGA Payment") and the remaining 35% (\$35,000.00) will be distributed to Aggrieved Employees; and (4) settlement administration costs in an amount not to exceed Nine Thousand Three Hundred Ninety Dollars and Zero Cents (\$9,390.00) to the Administrator.

After the above amounts approved by the Court are deducted from the Gross Settlement Amount, Class Members are eligible to receive payment of their *pro rata* share of the Net Settlement Amount ("Individual Class Payment") based on the number of weeks each Class Member worked for Defendant in a non-exempt position in California during the Class Period ("Workweeks"). The number of Workweeks you worked are stated on the fourth page of this Notice. The Administrator will calculate your Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members, and then (2) multiplying the result by the number of Workweeks worked by each respective Class Member to yield each Class Member's estimated Individual Class Payment (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") will be issued their final Individual

Class Payment.

Each Individual Class Payment will be allocated as fifteen percent (15%) as wages (“Wage Portion”), which will be reported on an IRS Form W-2, and eighty-five percent (85%) as penalties and interest, which will be reported on an IRS Form 1099 (if applicable). Each Individual Class Payment will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Class Payments resulting in a net payment to the Participating Class Member. The employer’s share of taxes and contributions in connection with the wages portion of Individual Class Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment of their *pro rata* share of thirty-five percent (35%) of the PAGA Penalties (“Individual PAGA Payment”) based on the number of pay periods each Aggrieved Employee worked for Defendant in a non-exempt position in California during the PAGA Period (“Pay Periods”). The number of Pay Periods you worked is stated on the fourth page of this Notice. The Administrator will calculate your Individual PAGA Payment by (1) dividing the thirty-five percent (35%) share of the PAGA Penalties by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each Aggrieved Employee’s individual Pay Periods to yield each Aggrieved Employee’s estimated Individual PAGA Payment (which is listed in Section III.C below).

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

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

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

According to Defendant’s records:

- **From October 2, 2020 through December 8, 2025 (i.e., the Class Period), you are credited as having worked «Class_Weeks» Workweeks.**
- **From October 1, 2023 through December 8, 2025 (i.e., the PAGA Period), you are credited as having worked «PAGA_Periods» Pay Periods.**

If you wish to challenge the Workweeks and/or Pay Periods credited to you, you must submit your challenge in writing to the Administrator. The challenge must: (a) contain the case name and number of the Class Action (*Jose Moreno v. Kern Regional Center*, Case No. BCV-24-103353); (b) contain your full name, signature, address, email address or telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you challenge the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by fax, email, or mail to the Administrator listed in Section IV.B below, **on or before April 20, 2026.**

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

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

Under the terms of the Settlement, your Individual Class Payment is estimated to be \$«Est_Class_PMT». The Individual Class Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

D. Release of Claims

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from the Released Class Claims.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California with respect to the Aggrieved Employees and Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns shall release the Released Parties from the Released PAGA Claims.

“Released Class Claims” means all Participating Class Members, on behalf of themselves and their respective former and present representatives,

agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged in the Operative Class Complaint that arose during the Class Period, including without limitation with respect to the following claims: (1) Cal. Lab. Code §§ 1194, 1197, and 1197.1 for unpaid minimum wages; (2) Cal. Lab. Code §§ 510 and 1198 for unpaid overtime wages; (3) Cal. Lab. Code §§ 226.7 and 512(a) for unpaid meal period premiums; (4) Cal. Lab. Code § 226.7 for unpaid rest period premiums; (5) Cal. Labor Code §§ 204 and 210 for wages not timely paid during employment; (6) Cal. Lab. Code § 226(a) for failure to provide accurate wage statements; (7) Cal. Lab. Code §§ 201, 202, and 203 for final wages not timely paid upon termination; (8) Cal. Lab. Code §§ 2800 and 2802 for failure to reimburse necessary business expenses; and (9) Cal. Bus. & Prof. Code §§ 17200, *et seq.* for unfair competition, as well as any potential penalties, interest, or attorneys' fees associated with all of such causes of action under California law. Except for the Released PAGA Claims (if applicable), 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.

"Released PAGA Claims" means the State of California with respect to the Aggrieved Employees and Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims, demands, rights, liabilities, and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative PAGA Complaint, the PAGA Notice (and any amendments thereto), and ascertained in the course of the Actions, arising during or with respect to the PAGA Period, which include but are not limited to California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 226.7(c), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, *et seq.*, 2699, 2699.3, 2699.5, 2800, and 2802. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

"Released Parties" means Defendant, and any of its past, present, and/or future, directors, officers, partners, principals, Board members, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, accountants, insurers, predecessors, successors, assigns, DBAs, parents, and subsidiaries.

E. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$600,000.00) ("Class Counsel Fees Payment") and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) ("Class Counsel Litigation Expenses Payment"), subject to approval by the Court. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Enhancement Award"), in recognition of his services in connection with the Actions. The Enhancement Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Class Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Administration Expenses Payment to Administrator

Payment to the Administrator is estimated not to exceed Nine Thousand Three Hundred Ninety Dollars (\$9,390.00) ("Administration Expenses Payment") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections, and challenges to Workweeks and/or Pay Periods, calculating Individual Class Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

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

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

B. Request Exclusion from the Class Settlement

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

Apex Class Action LLC
PO Box 54668
Irvine, CA 92619
Fax: (949) 989-4428
support@apexclassaction.com

A Request for Exclusion must: (a) contain the case name and number of the Class Action (*Jose Moreno v. Kern Regional Center*, Case No. BCV-24-103353; (b) contain your full name, signature, address, email address or telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by fax, email, or mail to the Administrator specified above, **on or before April 20, 2026**.

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

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection Administrator, which must: (a) contain the case name and number of the Action (*Jose Moreno v. Kern Regional Center*, Case No. BCV-24-103353; (b) contain your full name, signature, address, email address or telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by fax, email, or mail to the Administrator listed in Section IV.B above, **on or before April 20, 2026**.

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, California 93308, on June 2, 2026, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Enhancement Award to Plaintiff, and Administration Expenses Payment to the Administrator.

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

At the following website you can find a link to listen in on the Final Approval Hearing and a Zoom link to participate in the courtroom process: <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>.



VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by registering an account and logging in at <https://odyprodportal.kern.courts.ca.gov/portalprod>, selecting smart search, and searching the case numbers BCV-24-103353 and BCV-24-104216.

You may also visit the Administrator’s website at www.apexclassaction.com/kernregionalcenter for key documents in the Actions.

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

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

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

Jose Moreno v. Kern Regional Center
Tribunal Superior de California para el Condado de Kern, Caso No. BCV-24-103353
Jose Moreno v. Kern Regional Center

Tribunal Superior de California para el Condado de Kern, Caso No. BCV-24-104216

POR FAVOR, LEE ATENTAMENTE ESTE AVISO DE CLASE.

Ha recibido este Aviso de Clase porque los registros del Demandado indican que puede ser elegible para participar en el acuerdo de la acción colectiva alcanzada en los casos mencionados anteriormente.

No necesita tomar ninguna medida para recibir un pago del acuerdo.

Este Aviso de Clase está diseñado para informarle sobre sus derechos y opciones respecto al acuerdo, y cómo puede solicitar ser excluido del mismo, objetar el Acuerdo Colectivo y/o impugnar el número de Semanas laborales y/o Periodos de Pago con los que se le acrediten, si así lo desea.

SE LE NOTIFICA QUE: Se ha alcanzado un acuerdo colectivo y de acción representativa entre el Demandante Jose Moreno (“Demandante”) y el Demandado Kern Regional Center (“Demandado”) (el Demandante y el Demandado se denominan colectivamente las “Partes”) en los casos titulados *Jose Moreno contra Kern Regional Center*, Tribunal Superior del Condado de Kern, Caso No. BCV-24-103353 (“Acción Colectiva”) y *Jose Moreno v. Kern Regional Center*, Tribunal Superior del Condado de Kern, Caso No. BCV-24-104216 (“Acción de PAGA”) (conjuntamente, “Acciones”), que pueden afectar sus derechos legales. El 5 de febrero de 2026, el Tribunal concedió la aprobación preliminar del acuerdo y programó una audiencia para el 2 de junio de 2026 a las 8:30 a.m. (“Audiencia de Aprobación Final”) para determinar si el Tribunal debe conceder o no la aprobación final del acuerdo.

I. DEFINICIONES IMPORTANTES

“Clase” o “Miembro de Clase” significa todos los empleados actuales y pasados, no exentos, pagados por hora, que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Periodo de Clase.

“Periodo de Clase” significa el periodo desde el 2 de octubre de 2020 hasta el 8 de diciembre de 2025.

“Empleado(s) Agraviado(s)” significa todos los empleados actuales y pasados, no exentos, pagados por hora, que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Periodo de PAGA.

“Periodo de PAGA” significa el periodo desde el 1 de octubre de 2023 hasta el 8 de diciembre de 2025.

II. ANTECEDENTES DE LAS ACCIONES

El 1 de octubre de 2024, el Demandante notificó por escrito a la Agencia de Desarrollo Laboral y Laboral de California (“LWDA”) y al Demandado sobre las disposiciones específicas del Código Laboral de California que el demandante sostiene que se violaron (“Aviso de PAGA”). El 2 de octubre de 2024, el Demandante inició una supuesta demanda colectiva presentando una Denuncia Colectiva (“Denuncia Colectiva Operativa”) en la Acción Colectiva. La Acción Colectiva se basa en las siguientes causas legales: (1) Cód. Lab., §§ 1194, 1197 y 1197.1 para salarios mínimos impagados; (2) Cód. Lab., §§ 510 y 1198 para salarios de horas extra impagadas; (3) Cód. Lab., §§ 226.7 y 512(a) para primas impagadas por periodos de comida; (4) Cód. Lab., § 226.7 para primas de periodo de descanso impagadas; (5) Cód. Laboral, §§ 204 y 210 para salarios no pagados puntualmente durante el empleo; (6) Cód. Lab., § 226(a) por no proporcionar talones de pago precisos; (7) Cód. Lab., §§ 201, 202 y 203 para salarios finales no pagados puntualmente al terminar; (8) Cód. Lab., §§ 2800 y 2802 por no reembolsar los gastos empresariales necesarios; y (9) Cód. de Negocios y Prof., § 17200, y *siguientes* por competencia desleal. El 6 de diciembre de 2024, el Demandante inició una acción representativa bajo la Ley de Fiscales Generales Privados de 2004, conforme a la Sección 2698, y *siguientes* del Código Laboral de California. (“PAGA”) presentando una Denuncia para Medidas de Ejecución bajo la Ley de Fiscales Generales Privados, Cod. Laboral, §§ 2698 y *siguientes* (“Denuncia Operativa de PAGA”) en la Acción PAGA.

El Demandante sostiene que el Demandado no pagó correctamente los salarios mínimos y de horas extra, no proporcionó descansos para comidas y descanso conforme y las primas asociadas, no pagó los salarios puntuales durante el empleo y tras la finalización del empleo y las sanciones por tiempo de espera asociadas, no proporcionó talones de pago precisos ni reembolsó los gastos empresariales, y por tanto incurrió en prácticas comerciales desleales en violación del artículo 17200 del Código de Negocios y Profesiones de California, y *siguientes*, y conductas que dan lugar a sanciones bajo la PAGA. El Demandante solicita, entre otras cosas, la recuperación de salarios impagados y primas de los periodos de comida y descanso, gastos empresariales no reembolsados, restitución, sanciones, intereses y honorarios y costes de abogados.

El Demandado niega todas las acusaciones de las Acciones, niega que haya violado alguna ley y sostiene que ha cumplido plenamente con la ley.

Las Partes participaron en una mediación con un mediador respetado de acciones colectivas y, como resultado, alcanzaron un acuerdo. Desde entonces, las Partes han firmado una Acción Colectiva y un Acuerdo de Conciliación de PAGA (“Acuerdo” o “Acuerdo de Transacción”).

El 5 de febrero de 2026, el Tribunal emitió una orden aprobando preliminarmente el Acuerdo. El Tribunal ha designado a Apex Class Action LLC como administrador del Acuerdo (“Administrador”), al Demandante Jose Moreno como representante de la Clase (“Representante de Clase”), y a los siguientes abogados del Demandante como abogados de Clase (“Abogados de Clase”):

Jonathan M. Genish
Miriam L. Schimmel

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

Si es Miembro de Clase, no necesita tomar ninguna acción para recibir un Pago Individual de Clase, pero tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso no recibirá un Pago Individual de Clase), objetar al Acuerdo y/o impugnar las Semanas laborales y/o los Periodos de Pago que se le acrediten, si así lo desea, como se explica más detalladamente en las Secciones III y IV más abajo. Si es un Empleado Agraviado, no necesita tomar ninguna medida para recibir un Pago Individual de PAGA; no tendrá la oportunidad de objetar ni solicitar la exclusión del Acuerdo de PAGA y todos los Empleados Agraviados estarán obligados a cumplir con el Acuerdo de PAGA si el Tribunal concede la aprobación definitiva del Acuerdo.

El Acuerdo representa un compromiso y una solución de reclamaciones altamente disputadas. Nada en el Acuerdo pretende ni será interpretado como una admisión por parte del Demandado de que las reclamaciones en las Acciones tengan fundamento o que el Demandado tenga alguna responsabilidad ante el Demandante, los Miembros de Clase o los Empleados Agraviados. El Demandante y el Demandado, junto con sus respectivos abogados, han concluido y coinciden en que, a la luz de los riesgos e incertidumbres para cada parte de la continuidad del litigio, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros de Clase, el Estado de California y los Empleados Agraviados.

Sus opciones principales son las siguientes:

<u>OPCIONES</u>	
NO HAGA NADA	No tiene que hacer nada en respuesta a este aviso. Si no hace nada, seguirá siendo elegible para recibir automáticamente un Pago Individual de Clase y/o de PAGA si el Tribunal concede la aprobación final del acuerdo. En tal caso, estará obligado por las disposiciones de liberación del Acuerdo y liberará sus reclamaciones a cambio de una compensación.
OPTAR POR NO PARTICIPAR DE LA CLASE PERO NO DE LA PAGA	Puede optar por no participar en los componentes del Acuerdo Colectivo presentando una Solicitud de Exclusión antes de la fecha límite de respuesta. Si opta por no participar en los componentes del Acuerdo Colectivo, no puede objetar al Acuerdo, no recibirá un Pago Individual de Clase y no estará sujeto a las disposiciones de liberación del acuerdo excepto por las disposiciones de liberación de PAGA porque no puede optar por no participar en los componentes del Acuerdo de PAGA.
OBJETAR A LA CLASE PERO NO A PAGA	Puede objetar los componentes de clase del Acuerdo presentando una objeción por escrito antes de la fecha límite de respuesta, pero no a los componentes PAGA del Acuerdo. Si el Tribunal concede la aprobación final del Acuerdo a pesar de su objeción, seguirá siendo elegible para recibir automáticamente un Pago Individual de Clase y/o de PAGA si el Tribunal concede la aprobación final del acuerdo. En tal caso, estará sujeto a las disposiciones de liberación del Acuerdo.

El Demandado Kern Regional Center no tomará represalias contra usted por ninguna acción que tome respecto al acuerdo propuesto.

La audiencia final de aprobación del Tribunal está programada para el 2 de junio de 2026 a las 8:30 a.m. en el Departamento T-2 del Tribunal Superior del Condado de Kern, ubicado en 3131 Arrow Street, Bakersfield, California 93308. No tiene que asistir, pero sí tiene derecho a comparecer. ***Para más información, por favor, lea atentamente este aviso.***

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto total del acuerdo es de un millón ochocientos mil dólares y cero centavos (\$1,800,000.00) (el “Monto Total del Acuerdo”). La parte de este monto disponible para el pago a los Miembros de Clase se denomina “Monto Neto del Acuerdo”. El Monto Neto del Acuerdo será el Monto Total del Acuerdo menos los siguientes pagos sujetos a aprobación del Tribunal: (1) Honorarios de Abogados en un importe que no exceda un tercio (1/3) del Monto Total del Acuerdo (es decir, \$600,000.00), y Reembolso de Costes y Gastos de Litigio en un importe que no exceda veinticinco mil dólares y cero centavos (\$25,000.00) a los Abogados de Clase; (2) Incentivo por un importe que no exceda diez mil dólares y cero centavos (\$10,000.00) al Demandante por sus servicios en las Acciones; (3) la cantidad de cien mil dólares y cero centavos (\$100,000.00) asignada a sanciones civiles bajo la Ley de Fiscales Generales Privados (“Sanciones de PAGA”), de las cuales la LWDA recibirá el 65% (\$65,000.00) (“Pago LWDA de PAGA”) y el 35% restante (\$35,000.00) se distribuirá a los Empleados Agraviados; y (4) costes de administración del acuerdo por un importe no superior a nueve mil trescientos noventa dólares y cero centavos (\$9,390.00) para el Administrador.

Después de que las cantidades anteriores aprobadas por el Tribunal se deduzcan del Monto Total del Acuerdo, los Miembros de Clase tienen derecho a recibir el pago de su *parte proporcional* del Monto Neto del Acuerdo (“Pago Individual de Clase”) en función del número de semanas que cada Miembro de la Clase trabajó para el Demandado en un puesto no exento en California durante el Periodo de Clase (“Semanas laborales”). El número de semanas laborales que trabajó se indica en la cuarta página de este Aviso. El Administrador calculará su Pago Individual de Clase (1) dividiendo el Monto Neto del Acuerdo entre el número total de semanas laborales trabajadas por todos los Miembros de Clase, y luego (2) multiplicando el resultado por el número de semanas laborales trabajadas por cada Miembro de Clase respectivo para obtener el Pago Individual de Clase estimado de cada Miembro de Clase (que se detalla en la Sección III.C más abajo). Los Miembros de Clase que no

presenten una Solicitud de Exclusión válida y oportuna (“Miembros de Clase Participante”) recibirán su último Pago Individual de Clase.

Cada Pago Individual de Clase se asignará como quince por ciento (15%) como salario (“Parte Salarial”), que se declarará en un Formulario W-2 del IRS, y un 85 % (85%) como penalizaciones e intereses, que se reportarán en un Formulario 1099 del IRS (si procede). Cada Pago Individual de Clase estará sujeto a una reducción por la parte del empleado en los impuestos sobre nóminas y retenciones respecto a la parte salarial de los Pagos Individuales de Clase, lo que resultará en un pago neto al Miembro de Clase Participante. La parte del empleador de los impuestos y contribuciones relacionadas con la parte salarial de los Pagos Individuales de Clase será pagada por el Demandado por separado y además del Monto Total del Acuerdo.

Los Empleados Agravados tienen derecho a recibir el pago de su parte *proporcional* del treinta y cinco por ciento (35%) de las Sanciones de PAGA (“Pago Individual de PAGA”) en función del número de periodos de pago que cada Empleado Agravado haya trabajado para el Demandado en un puesto no exento en California durante el Periodo de PAGA (“Periodos de Pago”). El número de periodos de pago que trabajó se indica en la cuarta página de este Aviso. El Administrador calculará su Pago Individual de PAGA (1) dividiendo el treinta y cinco por ciento (35%) de la parte de las Sanciones de PAGA entre el total de Periodos de Pago trabajados por todos los Empleados Agravados durante el Periodo de PAGA; y (2) y multiplicando el resultado por los Periodos de Pago individuales de cada Empleado Agravado para obtener el Pago Individual de PAGA estimado de cada Empleado Agravado (que se enumera en la Sección III.C más abajo).

Cada Pago Individual de PAGA se asignará como sanción al cien por cien (100%), no estará sujeto a impuestos ni retenciones, y se declarará en el Formulario 1099 del IRS (si procede). Aunque el Demandante y el Demandado han acordado estas asignaciones, ninguna de las partes le está dando consejo sobre si sus pagos son gravables o cuánto podría deber. Es responsable de pagar todos los impuestos (incluidas las sanciones e intereses sobre impuestos atrasados) sobre cualquier pago recibido del acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto.

Si el Tribunal concede la aprobación final del Acuerdo, los Pagos Individuales de Clase se enviarán por correo a los Miembros de Clase Participante y los Pagos Individuales de PAGA se enviarán a los Empleados Agravados en la dirección registrada con el Administrador. **Si la dirección a la que se envió este Aviso de Clase no es correcta, o si se traslada tras recibir este Aviso de Clase, debe proporcionar su dirección postal correcta al Administrador lo antes posible para asegurarse de recibir cualquier pago al que pueda tener derecho bajo el Acuerdo.**

B. Sus Semanas laborales y Periodos de Pago (si procede) según los registros del Demandado

Según los registros del Demandado:

- Desde el 2 de octubre de 2020 hasta el 8 de diciembre de 2025 (es decir, el Periodo de Clase), se le acredita haber trabajado semanas laborales «Class_Weeks».
- Desde el 1 de octubre de 2023 hasta el 8 de diciembre de 2025 (es decir, el Periodo de PAGA), se le acredita haber trabajado en Periodos de Pago «PAGA_Periods».

Si desea impugnar las Semanas laborales y/o los Periodos de pago que se le han acreditado, debe presentar su impugnación por escrito al Administrador. La impugnación debe: (a) contener el nombre y número del caso de la Acción Colectiva (*Jose Moreno v. Kern Regional Center*, Caso No. BCV-24-103353); (b) su nombre completo, firma, dirección, dirección de correo electrónico o número de teléfono, y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que impugna el número de Semanas laborales y/o Periodos de pago que se le acreditan y que lo que sostiene es el número correcto; y (d) ser devuelta por fax, correo electrónico o correo postal al Administrador indicado en la Sección IV.B a continuación, a más tardar el **20 de abril de 2026**.

C. Su Pago Individual de Clase estimado y Pago Individual de PAGA (si procede)

Como se explicó anteriormente, su Pago Individual de Clase y Pago Individual de PAGA (si procede) se basa en el número de Semanas laborales y Periodos de Pago (si procede) que se le acrediten.

Según los términos del acuerdo, su Pago Individual de Clase se estima en \$«Est_Class_PMT». El Pago Individual de Clase está sujeto a reducción por la parte del empleado en impuestos y retenciones respecto a la parte salarial de este pago y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que este entre en vigor.

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

El proceso de aprobación del acuerdo puede tardar varios meses. Su Pago Individual de Clase y Pago Individual de PAGA (si procede) reflejados en este Aviso de Clase son solo una estimación. Su pago real de Pago Individual de Clase y de PAGA (si procede) pueden variar.

D. Liberación de Reclamaciones

Con efecto en la fecha en que el Demandado financie completamente la totalidad del Monto Total del Acuerdo y todos los impuestos sobre la nómina del empleador adeudados sobre la Parte Salarial de los Pagos Individuales de Clase, todos los Miembros de Clase Participante, en nombre de sí mismos y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberarán a las Partes Exoneradas de las Reclamaciones Liberadas de Clase.

Con efecto en la fecha en que el Demandado financie completamente la totalidad del Monto Total del Acuerdo y cubra todos los impuestos sobre la nómina del empleador adeudados sobre la parte salarial de los Pagos Individuales de Clase, el Estado de California respecto a los Empleados Agravados y estos en nombre propio y de sus respectivos representantes, agentes, abogados y herederos anteriores y actuales, administradores, sucesores y cesionarios liberarán a las Partes Exoneradas de las Reclamaciones Liberadas de PAGA.

“Reclamaciones Liberadas de Clase” significan que todos los Miembros de Clase Participante, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, deberán liberar a las Partes Exoneradas de cualquier reclamación que hayan sido o pudieran haber sido alegadas en la Denuncia Operativa Colectiva que surgió durante el Periodo de Clase, incluyendo, sin limitación, respecto a las siguientes reclamaciones: (1) Cod. Lab., §§ 1194, 1197 y 1197.1 para salarios mínimos impagados; (2) Cód. Lab., §§ 510 y 1198 para salarios de horas extra impagadas; (3) Cód. Lab., §§ 226.7 y 512(a) para primas impagadas por periodos de comida; (4) Cód. Lab., § 226.7 para primas de periodo de descanso impagadas; (5) Cód. Laboral, §§ 204 y 210 para salarios no pagados puntualmente durante el empleo; (6) Cód. Lab., § 226(a) por no proporcionar talones de pago precisos; (7) Cód. Lab., §§ 201, 202 y 203 para salarios finales no pagados puntualmente al terminar; (8) Cód. Lab., §§ 2800 y 2802 por no reembolsar los gastos empresariales necesarios; y (9) Cód. de Negocios y Prof., §§ 17200, y siguientes por competencia desleal, así como por posibles sanciones, intereses o honorarios de abogados asociados a todas estas causas de acción según la ley de California. Excepto por las reclamaciones Liberadas de PAGA (si procede), los Miembros de Clase Participante no liberan ninguna otra reclamación, incluyendo reclamaciones por beneficios adquiridos, despido improcedente, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguridad social, compensación laboral o reclamaciones basadas en hechos ocurridos fuera del Periodo de Clase.

“Reclamaciones Liberadas de PAGA” significan que el Estado de California, con respecto a los Empleados Agraviados y estos, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberará a las Partes Exoneradas de todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción bajo la Ley de Fiscales Generales Privados del Código Laboral de California que hayan sido alegadas, o razonablemente podrían haberse alegado, basándose en las reclamaciones expuestas en la Denuncia Operativa de PAGA, el Aviso de PAGA (y cualquier enmienda a la misma), y averiguadas en el curso de las Acciones, surgidas durante o con respecto al Periodo de PAGA, que incluyen, pero no se limitan a, las secciones 201, 202, 203, 204, 210 del Código Laboral de California, 226(a), 226.3, 226.7, 226.7(c), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, y siguientes, 2699, 2699.3, 2699.5, 2800 y 2802. La liberación anterior será vinculante para el Demandante, los Empleados Agraviados y el Estado de California, y prohibirá por *cosa judicata* cualquier reclamación bajo la PAGA presentada por cualquier persona, incluidos los Empleados Agraviados, en nombre del Estado de California, respecto a cualquier reclamación basada en las Reclamaciones Liberadas de PAGA.

“Partes Exoneradas” significa el Demandado, y cualquiera de sus directores, directivos, socios, principales principales, miembros del Consejo, fideicomisarios, accionistas, propietarios, miembros, gerentes, empleados, administradores, agentes, abogados, contables, aseguradoras, predecesores, sucesores, cesionarios, DBAs, socios y filiales.

E. Pago de Honorarios de los Abogados de Clase y Gastos de Litigio

Los Abogados de Clase solicitarán honorarios por una cantidad que no exceda un tercio (1/3) del Monto Total del Acuerdo (o sea, \$600,000.00) (“Pago de Honorarios de los Abogados de Clase”) y el reembolso de los costes y gastos del litigio en una cantidad que no exceda los veinticinco mil dólares y cero centavos (\$25,000.00) (“Pago de Gastos de Litigio de los Abogados de Clase”), sujeto a la aprobación del Tribunal. El pago de Honorarios de los Abogados de Clase y los Gastos de Litigio otorgados por el Tribunal se pagarán a partir del Monto Total del Acuerdo. Los Abogados de Clase han estado procesando las acciones en nombre del Demandante, los Miembros de Clase y los Empleados Agraviados bajo una base de honorarios contingentes (es decir, sin recibir ningún pago hasta la fecha) y ha estado pagando todos los costes y gastos del litigio.

F. Incentivo al Demandante

El Demandante solicitará la cantidad de diez mil dólares y cero centavos (\$10,000.00) (“Incentivo”), en reconocimiento a sus servicios en relación con las Acciones. El Incentivo se pagará a partir del Monto Total del Acuerdo, sujeto a la aprobación del Tribunal, y si se concede, se pagará al Demandante además de su Pago Individual de Clase y Pago Individual de PAGA al que tiene derecho bajo el Acuerdo.

G. Pago de Gastos Administrativos al Administrador

Se estima que el pago al Administrador no excede los nueve mil trescientos noventa dólares (\$9,390.00) (“Pago de Gastos Administrativos”) por los costes del proceso de administración de notificaciones y acuerdos, incluyendo y no limitándose a, el gasto de notificar a los Miembros de Clase del Acuerdo, tramitar Solicitudes de Exclusión, objeciones por escrito e impugnaciones a Semanas laborales y/o Periodos de pago, calculando los Pagos Individuales de Clase y Pagos Individuales de PAGA, y distribuyendo los pagos y formularios fiscales bajo el Acuerdo, y se pagarán a partir del Monto Total del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE CLASE?

A. Participar en el Acuerdo

Si quiere participar en el Acuerdo Colectivo y recibir un pago, no tiene que hacer nada. Será incluido automáticamente en el Acuerdo Colectivo y se emitirá su Pago Individual de Clase a menos que decida excluirse del Acuerdo Colectivo.

A menos que decida excluirse del Acuerdo Colectivo y si el Tribunal concede la aprobación final del Acuerdo, estará obligado por los términos del Acuerdo Colectivo y cualquier sentencia que el Tribunal pueda dictar en base a él, y liberará las Reclamaciones Liberadas de Clase contra las Partes Exoneradas tal y como se describe en la Sección III.D anterior.

Si es un Empleado Agraviado y el Tribunal concede la aprobación final del Acuerdo, automáticamente será incluido en el Acuerdo de PAGA y se emitirá su Pago Individual de PAGA. Esto significa que estará obligado por los términos del Acuerdo de PAGA y cualquier sentencia que el Tribunal pueda dictar en base a él, y liberará las Reclamaciones Liberadas de PAGA contra las Partes Exoneradas, tal y como se describe en la Sección III.D anterior.

Como Miembro de Clase y Empleado Agraviado (si procede), no será responsable por separado del pago de honorarios de abogados ni de los costes y gastos de litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de los honorarios y gastos de su propio abogado.

B. Solicitar Exclusión del Acuerdo Colectivo

Los Miembros de Clase pueden solicitar ser excluidos del Acuerdo Colectivo enviando una carta (“Solicitud de Exclusión”) al Administrador, por fax, correo electrónico o correo postal:

Apex Class Action LLC
PO Box 54668
Irvine, CA 92619
Fax: (949) 989-4428
support@apexclassaction.com

Una Solicitud de Exclusión debe: (a) contener el nombre y número del caso de la Acción Colectiva (*Jose Moreno v. Kern Regional Center*, Caso No. BCV-24-103353; (b) su nombre completo, firma, dirección, correo electrónico o número de teléfono, y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) declarar claramente que no desea ser incluido en el Acuerdo Colectivo; y (d) ser devuelta por fax, correo electrónico o correo postal al Administrador especificado anteriormente, a más tardar el 20 de abril de 2026.

Si el Tribunal concede la aprobación final del Acuerdo, cualquier Miembro de Clase que presente una Solicitud de Exclusión válida y oportuna no recibirá un Pago Individual de Clase, no estará obligado por el Acuerdo Colectivo (ni por la liberación de las Reclamaciones Liberadas de Clase descritas en la Sección III.D anterior), y no tendrá derecho a objetar, apelar o comentar el Acuerdo Colectivo. Los Miembros de Clase que no presenten una Solicitud de Exclusión oportuna y válida serán considerados Miembros de Clase Participante y estarán obligados por todos los términos del Acuerdo de Clase, incluidos aquellos relativos a la liberación de reclamaciones descritas en la Sección III.D anterior, así como cualquier sentencia que el Tribunal pueda dictar en base a ella. No puedes solicitar ser excluido de la parte de PAGA del Acuerdo. Los Empleados Agraviados estarán obligados al Acuerdo de PAGA (y a la liberación de las Reclamaciones Liberadas de PAGA descritas en la Sección III.D anterior) y seguirán recibiendo un Pago Individual de PAGA, independientemente de si presentan una Solicitud de Exclusión.

C. Objeción al Acuerdo Colectivo

Puede objetar el Acuerdo Colectivo siempre que no haya presentado una Solicitud de Exclusión presentando una objeción por escrito al Administrador, que debe: (a) contener el nombre y número del caso de la Acción (*Jose Moreno v. Kern Regional Center*, Caso No. BCV-24-103353; (b) su nombre completo, firma, dirección, dirección de correo electrónico o número de teléfono, y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración escrita de todos los motivos de la objeción acompañada de cualquier apoyo legal para dicha objeción; (d) copias de cualquier documento, escrito u otro documento en el que se base la objeción; y (e) ser devuelta por fax, correo electrónico o correo postal al Administrador que figura en la Sección IV.B anterior, a más tardar el 20 de abril de 2026.

También puede comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado una objeción por escrito o no.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento T-2 del Tribunal Superior del Condado de Kern, ubicado en 3131 Arrow Street, Bakersfield, California 93308, el 2 de junio de 2026 a las 8:30 a.m., para determinar si el Acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. También se pedirá al Tribunal que apruebe y conceda el Pago de Honorarios y de Gastos de Litigio de los abogados de Clase, el Incentivo al Demandante y el Pago de Gastos Administrativos al administrador.



La Audiencia de Aprobación Final puede continuar sin más aviso a los Miembros de Clase y a los Empleados Agraviados. No es necesario que comparezca en la Audiencia de Aprobación Final, aunque puede presentarse si lo desea.

En la siguiente página web puede encontrar un enlace para escuchar la Audiencia de Aprobación Final y un enlace por Zoom para participar en el proceso judicial: <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones exactos del Acuerdo de Transacción, debe revisar el detallado Acuerdo de Transacción y otros documentos que se encuentran en el Tribunal.

Puede consultar el Acuerdo de Transacción y otros documentos presentados en las Acciones registrando una cuenta e iniciando sesión en <https://odyprodportal.kern.courts.ca.gov/portalprod>, seleccionando búsqueda inteligente y buscando los números de caso BCV-24-103353 y BCV-24-104216.

También puede visitar la página web del Administrador en www.apexclassaction.com/kernregionalcenter para consultar documentos clave de las Acciones.

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

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR AL SIGUIENTE NÚMERO GRATUITO: 1-800-355-0700, O TAMBIÉN PUEDE CONTACTAR A LOS ABOGADOS DE CLASE.

EXHIBIT B

Exclusion List

Apex Id	Full Name	Address	City	State	Zip
26KERC019	Kerlin Alvarado	4204 Joseph Dr	Bakersfield	CA	93309
26KERC081	Eric M Brannon	11709 Lone Oak Dr	Bakersfield	CA	93312
26KERC481	Jesus Perez	4601 Summer Side Ave	Bakersfield	CA	93309

Request for Exclusion - Case No. BCV-24-103353 (Eric Brannon)



Eric Brannon

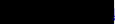
To  Support

Cc  Gamaliel Fajardo

Helen

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This is the first time you received an email from this sender . Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

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To the Settlement Administrator,

I am writing to formally request to be excluded from the Class Settlement in the matter of Jose Moreno v. Kern Regional Center, Case No. BCV-24-103353. I do not wish to be included in the Class Settlement.

My information is as follows:

• Full Name: Eric M Brannon

• Address: 

• Telephone: 

• Email: 

• Last 4 Digits of SSN: 

Sincerely,

Eric M Brannon

Tania Montes

From: Joseph Suarez <J.Suarez@musickpeeler.com>
Sent: Tuesday, March 24, 2026 6:49 PM
To: Tania Montes; Alexandra Rose; Karina Hernandez; josemorenoz12173667@blackstone.filevineapp.com; Elaine Vukadinovich; Rita Pollak
Cc: Beth Paris; Admin
Subject: RE: Moreno v. Kern Regional Center - Status Report

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi Tania:

Hope all is well. I write to note that Jesus Perez and Kerlin Alvarado should be excluded from the class list, although, they should be included in any separate PAGA list/payment.

As class counsel here is aware, Perez and Alvarado filed a later, separate lawsuit.

Perez and Alvarado subsequently entered into their own settlement agreements and filed their own requests for dismissal. Please let us know if you have any questions.

Best,

Joseph Suarez | Associate
D (213) 629-7619
J.Suarez@musickpeeler.com | Bio

MusickPeeler

333 South Hope Street, Suite 2900 | Los Angeles, CA 90071

www.musickpeeler.com

~~Associated with~~

Ally Law

From: Tania Montes <tania@apexclassaction.com>
Sent: Friday, March 20, 2026 12:04 PM
To: Joseph Suarez <J.Suarez@musickpeeler.com>; Alexandra Rose <arose@blackstonepc.com>; Karina Hernandez <khernandez@blackstonepc.com>; josemorenoz12173667@blackstone.filevineapp.com; Elaine Vukadinovich <E.Vukadinovich@musickpeeler.com>; Ingrid Shin <I.Shin@musickpeeler.com>
Cc: Beth Paris <beth@apexclassaction.com>; Admin <admin@apexclassaction.com>
Subject: RE: Moreno v. Kern Regional Center - Status Report

CAUTION: THIS IS AN EXTERNAL EMAIL.

EXHIBIT C



Quotation Request:
Karina Hernandez
Blackstone Law
khernandez@blackstonepc.com

Case Name: Jose Moreno v. Kern Regional Center
Date: Friday, November 7, 2025
RFP Number: 20650003

Prepared By:
Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Estimated Class Size:	750
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	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	WAIVED
Print & Mail Class Notice	Per Piece	\$1.00	750	\$750.00
USPS First Class Postage	Per Piece	\$0.73	750	\$547.50
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	75	\$150.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	3	\$225.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	3	\$225.00
NCOA Address Update (USPS)	Static Rate	\$100.00	1	\$100.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$3,197.50

Project Management				
Project Management	Per Hour	\$150.00	4	\$600.00
Project Coordinator	Per Hour	\$90.00	4	\$360.00
Data Analyst and Reporting	Per Hour	\$140.00	4	\$560.00
			Sub Total:	\$1,520.00



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	\$360.00	1	\$360.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Static Apex Website	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$860.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	4	\$480.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	750	\$937.50
USPS First Class Postage	Per Piece	\$0.73	750	\$547.50
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	75	\$112.50
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$5,047.50

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$945.00

TOTAL CAPPED ADMINISTRATION COST:	\$9,390.00
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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.