

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Esther Martinez (“Plaintiff”) and defendant Community Support Solutions, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Esther Martinez v. Community Support Solutions, Inc.* initiated on December 23, 2024 and pending in Superior Court of the State of California, County of Orange, Case No. 30-2024-01448130-CU-OE-CXC.

1.2. “Administrator” means Apex Class Action, LLC the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Maximum Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant and/or were placed to work at a client employer through Defendant in California during the PAGA Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification).

1.5. “Aggrieved Employees Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Payment calculated according to the number of Workweeks worked during the PAGA Period.

1.6. “Class” means all persons who worked for Defendant as an hourly, non-exempt employee at any time during the Class Period.

1.7. “Class Counsel” means Moon Law Group, PC.

1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.9. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10. “Class Members” or “Settlement Class Members” mean all current and former non-exempt employees who worked for Defendant and/or were placed to work at a client employer through Defendant in California during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification).

1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from December 23, 2020 to August 29, 2025 or the date that preliminary approval of the settlement is issued by the Court, whichever is earlier.

1.14. “Class Representative” means the named Plaintiff (Esther Martinez) in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16. “Court” means the Superior Court of California, County of Orange.

1.17. “Defendant” means named Defendant Community Support Solutions, Inc.

1.18. “Defense Counsel” means Greene & Roberts LLP.

1.19. “Effective Date” means the date “upon which all of the following have occurred: (i) the Court has given final approval of the Settlement; (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein; (iii) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, and (iv) if there is an intervenor and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.26. “LWDA Payment” means the 65% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.27. “Maximum Settlement Amount” means \$600,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Maximum Settlement Amount will be used to pay Individual Class Payments, Aggrieved Employee Payments, the LWDA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.28. “Net Settlement Amount” means the Maximum Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the PAGA Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant during the PAGA Period.

1.31. “PAGA Period” means the period from December 19, 2023 to August 29, 2025 or the date on which the Court issues preliminary approval of the settlement, whichever is earlier.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. “PAGA Notice” means Plaintiff’s December 19, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. “PAGA Payment” means the total amount of PAGA civil penalties to be paid from the Maximum Settlement Amount, allocated 35% to the Aggrieved Employees (\$10,500.00) and the 65% to LWDA (\$19,500.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Esther Martinez, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means: Defendant and its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) fax, email, or mail his or her Challenge to Workweeks and/or Pay Periods. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the resolution of the Action as memorialized by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendant during the Class Period.

2. RECITALS.

2.1. On December 23, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages; failure to pay overtime compensation; failure to provide meal periods; failure to authorize and permit rest breaks; failure to indemnify necessary business expenses; failure to timely pay final wages at termination; failure to provide accurate, itemized wage statements; and unfair business practices. On February 25, 2025, Plaintiff filed a First Amended Complaint, adding an additional cause of action against Defendant for civil penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On June 30, 2025, the Parties participated in an all-day mediation presided over by Hon. Carl West (Ret.), which led to this Agreement to settle the Action.

2.4. Prior to mediation, through informal discovery, Plaintiff obtained Defendant's employees handbook;

a sample of timekeeping and payroll records of the putative class members and aggrieved employees throughout the Class and PAGA Periods; data points regarding the class size; total workweeks; aggrieved employee count; and total pay periods. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Maximum Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$600,000.00 and no more as the Maximum Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Maximum Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Maximum Settlement Amount will revert to Defendant.

3.2. Payments from the Maximum Settlement Amount. The Administrator will make and deduct the following payments from the Maximum Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Aggrieved Employees Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Maximum Settlement Amount, which is currently estimated to be \$200,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for

taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion").

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of \$30,000.00 to be paid from the Maximum Settlement Amount, with 65% (\$19,500.00) allocated to the LWDA Payment and 35% (\$10,500.00) allocated to the Aggrieved Employees Payments.

3.2.5.1. The Administrator will calculate each Aggrieved Employees' Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Payment (i.e., \$10,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for taxes owed, if any, on their Aggrieved Employees Payment.

3.2.5.2. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Aggrieved Employees Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 275 Class Members who collectively worked a total of 30,000 Workweeks.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will confidentially deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict

access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Maximum Settlement Amount. Defendant shall fully fund the Maximum Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator within 60 days after the Effective Date of the Settlement or October 30, 2026, whichever is later.

4.4. Payments from the Maximum Settlement Amount. Within 14 days after Defendant funds the Maximum Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Aggrieved Employees Payments, the LWDA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Aggrieved Employees Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Aggrieved Employees Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Aggrieved Employees Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Aggrieved Employees Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Aggrieved Employees Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund for the benefit of those Class Members who did not cash their checks until such time that they claim their property thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Aggrieved Employees Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Maximum Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release by Plaintiff. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement; any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits (except for claims pursuant to Labor Code Sections 132a and 4553) that arose at any time; or any claims based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members: All Participating Class Members will release and discharge 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, including all of the following claims for relief: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint. The Class members who cash their Settlement Checks further acknowledge they are releasing any claims they have against Defendant under the Fair Labor Standards Act (collectively, the "Released Claims"). Except as set forth in Section 5.3 of this 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.

5.3 Release by Aggrieved Employees: All Aggrieved Employees will release and discharge Released Parties from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the operative complaint in the Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint in the Action, including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; (viii) failure to maintain records in accordance with Labor Code Section 1174; and/or (ix) claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 plead in the operative complaint and underlying LWDA exhaustion letter.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2))); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members,

and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, Request for Exclusion Form, and Objection Form, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Aggrieved Employees Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class

Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

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

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Aggrieved Employees Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods actually worked (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties shall file with the Court all Challenges submitted by Class Members, the evidence submitted, and the resolution of the Challenges. Although the Administrator may make the initial decision regarding Challenges, the Court may review any decision made by the Administrator regarding a Challenge.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a

rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Aggrieved Employees Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. Upon request, the Administrator shall provide to Defense Counsel copies of exclusion requests and objections, as well as the names of any individual who requests exclusion and/or objects to the settlement

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Parties shall file with the Court all Challenges submitted by Class Members, the evidence submitted, and the resolution of the Challenges. Although the Administrator may make the initial decision regarding Challenges, the Court may review any decision made by the Administrator regarding a Challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Maximum Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 275 Class Members and 30,000 Total Workweeks during the Class Period. If it is determined that the Workweeks exceeds the original estimate of 30,000 Total Workweeks by more than 10% (i.e., 33,000 Total Workweeks or more), the Gross Settlement Amount shall be increased by the percentage that the actual number of workweeks exceeds 33,000.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will be responsible for paying 100% of the Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its selection to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal

does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Maximum Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff and Class Counsel, agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly. Plaintiff and Class Counsel, agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with the Administrator and with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by their clients, Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff, Class Counsel and any of their experts and/or consultants in possession of this data, shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon at kmoon@moonlawgroup.com
Allen Feghali at afeghali@moonlawgroup.com
S. Phillip Song at psong@moonlawgroup.com
Ryan Handley at rhandley@moonlawgroup.com

MOON LAW GROUP, PC

725 S. Figueroa Street, Suite 3100

Los Angeles California 90017

Telephone: (213) 232-3128

Facsimile: (213) 232-3125

To Defendant:

Maria C. Roberts at mroberts@greeneroberts.com
Ryan Blackstone-Gardner at rbg@greeneroberts.com

GREENE & ROBERTS LLP

402 West Broadway, Suite 1025

San Diego, Ca 92101

Telephone: (619) 398-3400

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Esther Martínez

Firmado por:

E7428F64608E436...

For Plaintiff

For Defendant

Kane Moon



Counsel For Plaintiff

Counsel For Defendant

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

_____	Community Support Solutions, Inc.	_____
_____ For Plaintiff	<u>Janeth C. McDonough</u>	_____ For Defendant

_____	<u>Maria C Roberts</u>	_____
_____ Counsel For Plaintiff	<u>Maria C. Roberts</u>	_____ Counsel For Defendant

Exhibit A

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

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

You may be eligible to receive money from a settlement of an employee class action lawsuit (“Action”) filed against Community Support Solutions, Inc. (“Defendant”) for alleged (but disputed) wage and hour violations. The Action was filed by a former Community Support Solutions, Inc. employee Esther Martinez (“Plaintiff”) and seeks payment of alleged (1) wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (December 23, 2020 to August 29, 2025 or preliminary approval of the settlement, whichever is earlier); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Defendant during the PAGA Period (December 19, 2023 to August 29, 2025 or preliminary approval of the settlement, whichever is earlier) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement to fund Individual Class Payments, and (2) a PAGA Settlement to fund Aggrieved Employees Payments and 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 \$_____ (less withholding) and your Aggrieved Employees Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Aggrieved Employees Payment, then according to Defendant’s records you are not eligible for an Aggrieved Employees Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing which reflect the number of **workweeks and pay periods** you actually worked during the Class Period and the PAGA Period. If you believe that you worked more workweeks or pay periods 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 of the Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. 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 or release their rights to assert certain wage and hour 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 don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Aggrieved Employees 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 Request for Exclusion Form 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. If you are an Aggrieved Employee, you remain eligible for an Aggrieved Employees Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

There will be no retaliation 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 Aggrieved Employees Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by submitting the Request for Exclusion Form attached to this Notice as Exhibit A or otherwise notifying the Administrator in writing. 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. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Aggrieved Employees Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement by submitting the Objection Form attached to this Notice as Exhibit B or otherwise notifying the Administrator in writing. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant employee. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. 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: Moon Law Group, PC (“Class Counsel”).

Defendant denies it violated any laws or failed to pay any wages owed to its employee and contends it has complied with all applicable wage and hour laws.

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

The Court has not made any determinations on the merits of the claims pled. However, Plaintiff and Defendant hired an experienced mediator, (Hon. Carl West (Ret.)), in an effort to attempt to resolve the Action by negotiating an end to the case by agreement (i.e., to settle the case), rather than continuing the expensive and time-consuming process of litigation. These 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 believe the Settlement is a good deal for you because they believe that: (1) Defendant has 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 \$600,000.00 as the Maximum Settlement Amount (“Maximum Settlement”). Defendant has agreed to deposit the Maximum Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Maximum Settlement to pay the Individual Class Payments, Aggrieved Employees 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 Maximum Settlement within 60 days after the Effective Date of the Settlement. The “Effective Date” refers to the date “upon which all of the following have occurred: (i) the Court has approved the Settlement; (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein; (iii) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, and (iv) if there is an intervenor and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
2. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiff

and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$200,000.00 (1/3 of the Maximum Settlement) to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.

C. Up to \$5,990.00 to the Administrator for services administering the Settlement.

D. Up to \$30,000.00 for the PAGA Payment, allocated 65% to the LWDA Payment and 35% in Aggrieved Employees 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 Maximum Settlement (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 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to interest 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 of the Settlement. The Aggrieved Employee Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Aggrieved Employees Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff has determined these allocation (to which Defendant does not object), 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 Aggrieved Employees Payments will show the date when the check expires (the void date). If you don't cash the check before the void date, the 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. Aggrieved Employees will be bound by the PAGA release even if they do not cash their checks.

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 submit the Request for Exclusion Form or notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send the signed Request for Exclusion Form by the _____ 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.

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 Aggrieved Employees 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have 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. All Challenges submitted by Class Members, the evidence submitted, and the resolution of the Challenges will be filed with the Court. Although the Administrator may make the initial decision regarding Challenges, the Court may review any decision made by the Administrator regarding a Challenge. The Administrator's contact information is contained in Section 9 of this Notice.

9. For purposes of this Settlement, "Released Parties" means Defendant and its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns.

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

All Participating Class Members will release and discharge 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, including all of the following claims for relief: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or

legal theories of relief pleaded in the operative complaint. The Class members who cash their Settlement Checks further acknowledge they are releasing any claims they have against Defendant under the Fair Labor Standards Act (collectively, the “Released Claims”). Except as set forth in Section 5.3 of this 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. The Aggrieved Employees’ Release for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees will release and discharge Released Parties from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the operative complaint in the Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint in the Action, including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; (viii) failure to maintain records in accordance with Labor Code Section 1174; and/or (ix) claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 plead in the operative complaint and underlying LWDA exhaustion letter.

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. Aggrieved Employees Payments. The Administrator will calculate Aggrieved Employees Payments by (a) dividing \$10,500.00 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/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 _____ 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.

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. Although the Administrator may make the initial decision regarding Challenges, the Court may review any decision made by the Administrator regarding a Challenge.

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 doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Aggrieved Employees Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Aggrieved Employees 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 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?

Complete and submit the Request for Exclusion Form attached to this Notice as **Exhibit A** or 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 be excluded. Be sure to personally sign your request, identify the Action as *Esther Martinez v. Community Support Solutions, Inc.*, 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 be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 30 days before the _____ 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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, [[administrator's website link](#)].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object. **The deadline for sending written objections to the Administrator is _____.** 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, *Esther Martinez v. Community Support Solutions, Inc.*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. You can also complete and submit the Objection Form attached to this Notice as **Exhibit B**. 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 on _____ in Department CX105 of the Orange County Superior Court, located at 751 West 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 Maximum Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend or hire a lawyer to attend.

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing. You should check the Administrator's website [\[administrator's website link\]](#) 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. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [\[administrator\]](#)'s website at [\[administrator's website link\]](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

The Administrator will post all key documents on its website, including the operative complaint, the Settlement Agreement and any amendments, the Class Notice, Request for Exclusion Form, and Objection Form, the orders granting preliminary and final approval, and the judgment. The judgment will be posted for at least 180 days.

Class Counsel:

Name of Attorney: Kane Moon
Allen Feghali
S. Phillip Song
Ryan Handley

Email Address: kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
psong@moonlawgroup.com
rhandley@moonlawgroup.com

Name of Firm: **MOON LAW GROUP, PC**

Mailing Address: 725 S. Figueroa St., Suite 3100

Telephone: Los Angeles, California 90017
(213) 232-3128

Settlement Administrator: Apex Class Action, LLC
Name of Company: Apex Class Action, LLC

Email Address:
Mailing Address:

Telephone:
Fax Number:

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.

DO NOT CONTACT THE COURT FOR INFORMATION ABOUT THE SETTLEMENT.

CERTIFICATION OF TRANSLATION ACCURACY

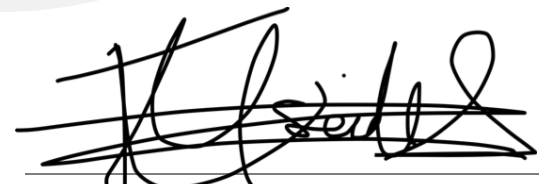
THE UNDERSIGNED *LESLIE ESCAMILLA* HEREBY CERTIFIES THAT THE BELOW-MENTIONED DOCUMENT(S) HAVE BEEN TRANSLATED BY AN EXPERIENCED AND QUALIFIED TRANSLATOR AND THAT, IN OUR BEST JUDGMENT, THE TRANSLATED TEXT TRULY REFLECTS THE CONTENT, MEANING, AND STYLE OF THE ORIGINAL TEXT AND, IN EVERY RESPECT, CONTRIBUTES TO A CORRECT AND TRUE TRANSLATION OF THE ORIGINAL DOCUMENT.

THIS IS TO CERTIFY THE CORRECTNESS OF THE TRANSLATION ONLY. WE DO NOT GUARANTEE THAT THE ORIGINAL IS A GENUINE DOCUMENT OR THAT THE STATEMENTS CONTAINED IN THE ORIGINAL DOCUMENT ARE TRUE.

A COPY OF THE TRANSLATION IS ATTACHED TO THIS CERTIFICATION.

COMMUNITY SUPPORT SOLUTIONS- CLASS NOTICE – SP
EXHIBIT A TO NOTICE- REQUEST FOR EXCLUSION FORM – SP
EXHIBIT B TO NOTICE - OBJECTION FORM - SP

DATE: FEBRUARY 25, 2026



Leslie Escamilla, Translator

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

El Tribunal Superior del Estado de California autorizó este Aviso. Léalo atentamente.

No es correo basura, spam, publicidad ni una solicitud de un abogado. Esto no es una demanda.

Usted puede ser elegible para recibir un pago de una demanda colectiva de empleados (“Demanda”) contra Community Support Solutions, Inc. (“Demandado”) por supuestas violaciones de salarios y horas. La Demanda fue presentada por una exempleada, Esther Martinez (“Demandante”), de Community Support Solutions, Inc., y busca el pago de (1) salarios adeudados y otros alivios por una clase de empleados por hora, no exentos (“Miembros de Clase”) que trabajaron para el Demandado durante el Periodo de Clase (23 de diciembre de 2020 al 29 de agosto de 2025 o en aprobación preliminar del acuerdo, lo que ocurra primero); y (2) sanciones bajo la Ley de Acción Privada del Fiscal General (“PAGA”) por todos los empleados no exentos que trabajaron para el Demandado durante el Periodo de PAGA (19 de diciembre de 2023 al 29 de agosto de 2025, o en aprobación preliminar del acuerdo, lo que ocurra primero)(“Empleados Agraviados”).

El Acuerdo propuesto consta de dos partes principales: (1) un Acuerdo Colectivo que financia los Pagos Individuales de Clase, y (2) un Acuerdo de PAGA que financia los Pagos de Empleados Agraviados y sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”).

Sobre la base de los registros del Demandado y las suposiciones actuales de las Partes, se estima que su Pago Individual de Clase es de \$_____ (menos la retención) y que su Pago de Empleados Agraviados es de \$_____. Es probable que el monto real que reciba sea distinto y que dependa de varios factores. (Si no se indica ningún monto para su Pago de Empleado Agraviado, según los registros del Demandado, usted no es elegible para dicho pago en virtud del Acuerdo porque no trabajó durante el Periodo de PAGA).

Las estimaciones anteriores se basan en los registros del Demandado que muestran el número de semanas laborales y periodos de pago en los que usted realmente trabajó durante el Periodo de Clase y el de PAGA. Si considera haber trabajado más semanas laborales o periodos de pago en cualquier periodo, puede presentar una impugnación antes de la fecha límite. Véase la sección 4 del presente Aviso.

El Tribunal ha aprobado el Acuerdo propuesto de forma preliminar y este Aviso, y no ha decidido aún si otorgar la aprobación final. Sus derechos legales se ven afectados tanto si actúa como si no lo hace. Lea atentamente este Aviso. 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 Acuerdo se pagará a la Demandante y a sus abogados (“Abogados de Clase”). El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar pagos en virtud del Acuerdo y a los Miembros de Clase y a los Empleados Agraviados a renunciar a sus derechos a hacer valer determinadas reclamaciones salariales y horarias contra el Demandado.

Si trabajó para el Demandado durante el Periodo de Clase y/o el Periodo de PAGA, tiene dos opciones básicas en virtud del Acuerdo:

- (1) **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo propuesto para optar a un Pago Individual de Clase y/o a un Pago de Empleado Agraviado. Sin embargo, como Miembro de Clase Participante, renunciará a su derecho a hacer valer las reclamaciones salariales del Periodo de Clase y las reclamaciones de sanción del Periodo de PAGA contra el Demandado.
- (2) **Exclusión del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (retirarse) presentando la Solicitud de Exclusión ante el Administrador o notificándolo por escrito. Si opta por excluirse del Acuerdo, no recibirá un Pago Individual de Clase. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales del Periodo de Clase contra el Demandado y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago de Empleado Agraviado. No puede optar por excluirse de la parte de PAGA del Acuerdo propuesto.

No habrá represalias contra usted por ninguna acción que 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 un Pago de Empleado Agraviado (si lo hubiera). A cambio, renunciará a su derecho a hacer valer las reclamaciones salariales contra el Demandado que están cubiertas por este Acuerdo (Reclamaciones Liberadas).
Puede optar por excluirse del Acuerdo Colectivo, pero no del de PAGA. La fecha límite de Exclusión es, a más tardar, el _____	Si no desea participar plenamente en el Acuerdo propuesto, puede optar por excluirse del Acuerdo Colectivo enviando el Formulario de Solicitud de Exclusión adjunto a este Aviso como Anexo A o notificándolo por escrito al Administrador. Una vez excluido, se considerará Miembro de Clase No Participante y ya no podrá optar a un Pago Individual de Clase. Los Miembros de Clase No Participante no pueden oponerse a ninguna parte del Acuerdo propuesto. Véase la sección 6 del presente Aviso. No puede optar por excluirse de la parte de PAGA del Acuerdo propuesto. El Demandado debe realizar los Pagos de Empleados Agraviados a todos los Empleados Agraviados y estos deben renunciar a sus derechos a presentar Reclamaciones Liberadas (definidas a continuación).
Los Miembros de Clase Participante pueden objetar al Acuerdo Colectivo, pero no al de PAGA. Las objeciones por escrito deben presentarse a más tardar _____	Todos los Miembros de Clase que no opten por la exclusión (“Miembros de Clase Participante”) pueden objetar cualquier aspecto del Acuerdo propuesto, enviando el Formulario de Objeción adjunto a este Aviso como Anexo B o notificándolo por escrito al Administrador. La decisión del Tribunal sobre la aprobación definitiva del Acuerdo incluirá la determinación de la cantidad que se pagará a los Abogados de Clase y a la Demandante que ejerció la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de Clase ni la Demandante, pero cada dólar pagado a ellos reduce la cantidad total a pagar a los Miembros de Clase Participante. Puede objetar a las cantidades solicitadas por los Abogados de Clase o la Demandante si considera que no son razonables. Véase la

	sección 7 del presente Aviso.
Puede participar en la Audiencia de Aprobación Final del _____	La Audiencia de Aprobación Final del Tribunal está prevista para el día _____. No tiene que asistir, pero sí tiene derecho a comparecer (o a contratar a un abogado que comparezca en su nombre y a su costa), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros de Clase Participante pueden oponerse verbalmente al Acuerdo durante la Audiencia de Aprobación Final. Véase la sección 8 del presente Aviso.
Puede impugnar el cálculo de sus Semanas Laborales/Períodos de pago. Las impugnaciones por escrito deben presentarse a más tardar el _____	La cantidad de su Pago Individual de Clase y de su Pago de PAGA (si lo hubiera) depende de cuántas semanas laborales trabajó al menos un día durante el Periodo de Clase y de cuántos Periodos de Pago trabajó al menos un día durante el Periodo de PAGA, respectivamente. El número de Semanas Laborales y el número de Períodos de Pago que usted trabajó según los registros del Demandado, figuran en la primera página de este Aviso. Si no está de acuerdo con alguna de estas cifras, debe impugnarlas a más tardar el _____. Véase la sección 4 del presente Aviso.

1. ¿DE QUÉ TRATA LA DEMANDA?

La Demandante es una exempleada del Demandado. En la Demanda se acusa al Demandado de infringir la ley laboral de California al no pagar los salarios por horas extraordinarias, los salarios mínimos, los salarios debidos en caso de despido y los gastos reembolsables, y al no proporcionar periodos de comida, descanso y talones de pago detallados y precisos. Con base en las mismas reclamaciones, la Demandante ha presentado una demanda de sanciones civiles en virtud de la Ley de Acción Privada del Fiscal General (Código Laboral §§ 2698 y sig.) (“PAGA”). La Demandante está representada por los abogados de Moon Law Group, PC (“Abogados de Clase”).

El Demandado niega rotundamente haber infringido ninguna ley ni haber dejado de pagar salarios y afirma que cumplió todas las leyes salariales y horarias aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA CONCILIADO?

Hasta ahora, el Tribunal no ha determinado los méritos de las reclamaciones alegadas. Mientras tanto, ambas partes han contratado a un mediador experimentado, Hon. Carl West (Ret.), en un esfuerzo por resolver la Demanda mediante la negociación, con el fin de poner fin al caso por acuerdo (es decir, conciliarlo) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de un extenso acuerdo de transacción por escrito (“Acuerdo”) y acordando solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, la Demandante y el Demandado han negociado voluntariamente y acordado mutuamente una propuesta de Acuerdo, la cual está sujeta a la Aprobación Definitiva del Tribunal. Ambas partes están de acuerdo en que este Acuerdo constituye un compromiso de las reclamaciones en litigio. Al aceptar el acuerdo, el Demandado no admite ninguna infracción ni reconoce el fundamento de ninguna reclamación.

La Demandante y los Abogados de Clase consideran que el Acuerdo es bueno para usted porque: (1) el Demandado ha acordado pagar una cantidad justa, razonable y adecuada, teniendo en cuenta la solidez de las reclamaciones, la solidez de las defensas de dichas reclamaciones y los riesgos e incertidumbres de un litigio prolongado; y (2) el Acuerdo beneficia a los Miembros de Clase y a los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación Definitiva.

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

1. El Demandado pagará \$600,000.00 como Monto Total del Acuerdo (“Acuerdo Máximo”). El Demandado ha acordado depositar el Acuerdo Total en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Máximo para realizar los Pagos Individuales de Clase, los Pagos de Empleados Agraviados, el Pago de Servicio del Representante de Clase, los honorarios y gastos de los Abogados de Clase, los gastos del Administrador y las sanciones a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”). Asumiendo que el Tribunal otorga la Aprobación Final, el Demandado financiará el Acuerdo Máximo dentro de los 60 días posteriores a la Fecha de Vigencia del Acuerdo. La “Fecha de Vigencia” se refiere a “una vez que se hayan cumplido todas las condiciones siguientes: (i) el Tribunal haya aprobado el Acuerdo; (ii) el Tribunal haya dictado la Sentencia Definitiva y haya dictado sentencia de conformidad con los términos aquí descritos; (iii) si se presenta un recurso contra la Sentencia del Tribunal, la fecha en que se confirme la sentencia en apelación, la fecha de desestimación de dicho recurso o la expiración del plazo para presentar un recurso de *certiorari* ante el Tribunal Supremo de California, y (iv) si hay un interventor y no se presenta ningún recurso, la fecha de expiración del plazo para presentar o notificar cualquier recurso contra la Sentencia.

2. Deducciones aprobadas por el Tribunal del Acuerdo Total. En la Audiencia de Aprobación Final, la Demandante y/o el Abogado de Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Total, cuyos importes serán determinados por el Tribunal en dicha audiencia.

A. Hasta \$200,000.00 (1/3 del Acuerdo Máximo) a los Abogados de Clase, en concepto de honorarios, y hasta \$15,000.00 por sus gastos de litigio. Hasta la fecha, los Abogados de Clase han trabajado e incurrido en gastos en relación con la Demanda sin percibir remuneración alguna.

B. Hasta \$7,500.00 como Incentivo de Representante de Clase, por presentar la Demanda, trabajar en conjunto con los Abogados de Clase y representarla.

C. Hasta \$5,990.00 al Administrador del Acuerdo por servicios de administración.

D. Hasta \$30,000.00 para el Pago de PAGA, asignados en un 65% al Pago de PAGA de la LWDA y en un 35% a los Pagos de Empleados Agraviados, basados en sus Periodos de Pago de PAGA.

Los Miembros de Clase Participante tienen derecho a objetar cualquiera de estas deducciones. El Tribunal examinará todas.

3. Acuerdo Neto distribuido a los Miembros de Clase. Después de realizar las deducciones anteriores sobre las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Máximo (el “Acuerdo Neto”) mediante Pagos Individuales de Clase a los Miembros de Clase Participante en función de sus Semanas Laborales del Periodo de Clase.

4. Impuestos adeudados por pagos a Miembros de Clase. La Demandante y el Demandado solicitan al Tribunal que apruebe una asignación del 15% de cada Pago Individual de Clase a salarios impositivos (“Parte Salarial”) y del 85% a sanciones e intereses. (“Parte No Salarial”). La parte correspondiente al salario está sujeta a retenciones y se consignará en los formularios W-2 del IRS. El Demandado pagará por separado los impuestos sobre las nóminas de los empleadores que adeude relativos a la Parte Salarial. Los Pagos de Empleados Agraviados se contabilizan como sanciones y no como salarios a efectos fiscales. El Administrador declarará los Pagos de Empleados Agraviados 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 asesorando sobre si sus Pagos están sujetos a impuestos ni cuánto podría deber en concepto de impuestos. Usted es responsable del pago de todos los impuestos (incluidas las sanciones y los intereses por impuestos atrasados) sobre cualquier pago recibido por la propuesta de Acuerdo. Si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto, consulte a un asesor fiscal.

5. Necesidad de cobrar con prontitud los cheques de pago. En el frente de cada cheque emitido para Pagos Individuales de Clase y de los Pago de Empleados Agraviados figurará la fecha de caducidad (fecha de expiración). Si no lo cobra antes de la fecha de caducidad, el cheque se anulará automáticamente y el Administrador del Acuerdo depositará el cheque en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre. Si su cheque ya ha sido enviado, debe consultar las instrucciones del Fondo para saber cómo recuperarlo. Los Empleados Agraviados estarán sujetos a la liberación de PAGA aun si no cobran sus cheques.

6. Solicitudes de exclusión del Acuerdo Colectivo (Retiros). Se le tratará como Miembro de Clase Participante, participando plenamente en el Acuerdo Colectivo, a menos que envíe el Formulario de Solicitud de Exclusión o notifique al Administrador por escrito, a más tardar el _____, que desea excluirse. La forma más sencilla de notificar al Administrador es enviar la Solicitud de Exclusión firmada a más tardar el _____, Fecha Límite de Respuesta. La Solicitud de Exclusión debe ser una carta de un Miembro de Clase que indique su nombre, su dirección actual y su número de teléfono, y una simple declaración en la que elija ser excluido del Acuerdo. Los Miembros de Clase Excluidos (es decir, los Miembros de Clase No Participante) no recibirán Pagos Individuales de Clase, pero conservarán sus derechos a presentar personalmente reclamaciones por salarios y horas contra el Demandado.

No puede optar por excluirse de la parte de PAGA del Acuerdo. Los Miembros de Clase que se excluyan del Acuerdo Colectivo (Miembros de Clase No Participante) siguen teniendo derecho a los Pagos de Empleados Agraviados y deben renunciar a su derecho a presentar reclamaciones de PAGA contra el Demandado basadas en los hechos alegados del Periodo de PAGA en la Demanda.

7. El Acuerdo propuesto será nulo si el Tribunal deniega la 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. El Demandante y el Demandado han acordado que, en cualquier caso, el Acuerdo será nulo: el Demandado no realizará ningún pago y los Miembros de Clase no presentarán ninguna reclamación contra él.

8. Administrador. El Tribunal ha designado a una empresa neutral, Apex Class Action, LLC (el “Administrador”), para que envíe este Aviso, calcule y realice los pagos y tramite las Solicitudes de Exclusión de los Miembros de Clase. El Administrador también decidirá las Impugnaciones de los Miembros de Clase sobre las Semanas Laborales, enviará y reenviará los cheques del acuerdo y los formularios fiscales, y realizará otras tareas necesarias para su administración. Todas las Impugnaciones enviadas por los Miembros de Clase, así como las evidencias y la resolución de estas, serán registradas ante el Tribunal. A pesar de que el Administrador toma la decisión inicial sobre las Impugnaciones, el Tribunal podría revisar cualquier decisión que este haya tomado sobre una Impugnación. Los datos de contacto del Administrador figuran en la sección 9 del presente Aviso.

9. Para efectos de este Acuerdo, las “Partes Exoneradas” se refieren al Demandado y sus pasados y futuros subsidiarios, socios, afiliados y compañías asociadas, divisiones, sucesores, predecesores o asignados; y también, sus pasados, presentes y futuros oficiales, directores, accionistas, socios, agentes, aseguradoras, empleados, asesores, contadores, representantes, fideicomisarios, herederos, albaceas, administradores, predecesores, sucesores o cesionarios.

Los Miembros de Clase Participante quedarán vinculados por la siguiente exoneración:

Todos los Miembros de Clase Participante liberarán y cancelarán a las Partes Exoneradas de todas las causas de acción y reclamaciones que fueron o pudieron ser alegadas en la Demanda, basadas en las teorías fácticas y legales contenidas en la denuncia operativa, incluidas las siguientes reclamaciones de alivio por: (i) incumplimiento en el pago de todos los salarios a tarifa normal, salarios mínimos, salarios por horas normales, horas extras y salarios por horas dobles adeudados; (ii) incumplimiento en la provisión de períodos de comida conformes; (iii) incumplimiento en la provisión de descansos conformes; (iv) incumplimiento en el pago puntual de los salarios durante el empleo; (v) no proporcionar hojas de pago completas y precisas; (vi) no pagar los salarios a tiempo en el momento del despido o la renuncia; (vii) no reembolsar o indemnizar los gastos comerciales necesarios y (viii) prácticas comerciales desleales que pudieron ser presentadas en las reclamaciones, causas de acción o teorías leales de alivio descritas anteriormente o cualquiera de las reclamaciones, causas de acción o teorías legales de alivio alegadas en la denuncia operativa. Los miembros de Clase que cobren sus Cheques del Acuerdo reconocen que liberan cualquier reclamación que puedan tener contra el Demandado bajo la Ley de Normas Justas de Trabajo (*FLSA*) (colectivamente, las “Reclamaciones Liberadas”). Excepto por lo establecido en la Sección 5.3 de este Acuerdo, los Miembros de Clase Participante no presentarán ninguna otra reclamación, incluidas aquellas por prestaciones adquiridas, despido improcedente, violación de la Ley de Igualdad en el Empleo y la Vivienda, seguro de desempleo, discapacidad, seguridad social, indemnización por accidente laboral o por hechos ocurridos fuera del Periodo de Clase.

10. La Liberación de los Empleados Agraviados y Miembros de Clase No Participante es la siguiente:

Todos los Empleados Agraviados liberarán y cancelarán a las Partes Exoneradas de todas las causas de acción y reclamaciones por sanciones civiles bajo el Código Laboral de California, Ley de Acción Privada del Fiscal General de 2004 que fueron alegadas en la denuncia operativa en la Demanda o que razonablemente pudieron ser alegadas en los hechos y teorías legales contenidas en la denuncia operativa en la Demanda, incluidas las reclamaciones por sanciones civiles basadas en lo siguiente: (i) incumplimiento en el pago de todos los salarios a tarifa normal, salarios mínimos, salarios por horas normales, horas extras y salarios por horas dobles adeudados; (ii) incumplimiento en la provisión de períodos de comida conformes; (iii) incumplimiento en la provisión de descansos conformes; (iv) incumplimiento en el pago puntual de los salarios durante el empleo; (v) no proporcionar hojas de pago completas y precisas; (vi) no pagar los salarios a tiempo en el momento del despido o la renuncia; (vii) no reembolsar o indemnizar los gastos comerciales necesarios y (viii) fallo en el mantenimiento de registros en virtud del Código Laboral, Sección 1174 y/o (ix) reclamaciones, causas de acción o teorías de alivio legales solicitando sanciones civiles bajo el Código Laboral de California, Ley de Acción Privada del Fiscal General de 2004 alegadas en la denuncia operativa y subyacente a la carta de agotamiento de la LWDA.

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 de Empleados Agraviados. El Administrador calculará los Pagos de Empleados Agraviados (a) dividiendo \$10,500.00 entre el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Períodos de Pago trabajados por cada Empleado Agraviado.

3. Impugnaciones de Semanas laborales/Períodos de pago. El número de Semanas Laborales que trabajó durante el Período de Clase y el número 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 _____, para impugnar el número de Semanas Laborales y/o Períodos de Pago que se le acreditan. Puede presentar su impugnación mediante la firma y el envío de una carta al Administrador por correo, correo electrónico o fax. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Tiene que apoyar su impugnación enviando copias de los talones de pago u otros registros. El Administrador aceptará el cálculo de Semanas Laborales y/o Períodos de Pago del Demandado, basado en sus registros, como exacto, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semana Laboral y/o Períodos de Pago basándose en su presentación y en las aportaciones de los Abogados de Clase (que abogarán en nombre de los Miembros de Clase Participante) y de los Abogados de los Demandados. La decisión del Administrador es inapelable. No puede apelar ni impugnar de otro modo su decisión final.

5. ¿CÓMO RECIBIRÉ MI PAGO?

1. Miembros de Clase Participante. El Administrador enviará, por correo de EE.UU., un único cheque a cada Miembro de Clase Participante (es decir, a cada Miembro de Clase que no opte por la exclusión voluntaria), incluidos aquellos que también reúnan los requisitos para ser considerados Empleados Agraviados. El cheque único combinará el Pago Individual de Clase y el Pago de Empleado Agraviado.

2. Miembros de Clase No Participante. El Administrador enviará, por correo de EE.UU., un único cheque de Pago de Empleado Agraviado a cada Empleado Agraviado que opte por no participar en el Acuerdo (es decir, cada Miembro de Clase No Participante).

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

6. ¿CÓMO EXCLUIRSE DEL ACUERDO COLECTIVO?

Complete y envíe el Formulario de Solicitud de Exclusión adjunto a este Aviso como Anexo A o 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 le excluirá con base en cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud e identificar la Demanda como *Esther Martinez v. Community Support Solutions, Inc.*, 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 hacer la solicitud usted mismo. Si otra persona hace la solicitud por usted, no será válida. **La solicitud de exclusión debe enviarse al Administrador a más tardar el _____, de lo contrario, no será válida.** La sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO OBJETAR AL ACUERDO?

Sólo los Miembros de Clase Participante tienen derecho a objetar al Acuerdo. Al menos 30 días antes del _____ para la Audiencia de Aprobación Final, los Abogados de Clase y la Demandante presentarán ante el Tribunal (1) una Petición para la Aprobación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Petición de honorarios, gastos de litigio que indique (i) la cantidad que el Abogado de Clase solicita en concepto de honorarios y gastos de litigio; y (ii) la cantidad que el Demandante solicita como Incentivo de Servicios del Representante de Clase. Previa solicitud razonable, los Abogados de Clase (cuyos datos de contacto figuran en la Sección 9 del presente Aviso) le enviarán copias de estos documentos sin coste alguno. También puede consultarlas en el sitio web del Administrador: [sitio web del Administrador].

Un Miembro de Clase Participante que no esté de acuerdo con algún aspecto del Acuerdo, la Petición de Aprobación Definitiva y/o la Petición de Honorarios, Gastos de Litigio e Incentivo de Servicios puede objetar. **La fecha límite para enviar objeciones por escrito al Administrador es, a más tardar, el _____.** Asegúrese de indicar al Administrador a qué se opone, por qué se opone y los hechos que respaldan su

objeción. Asegúrese de identificar la Demanda: *Esther Martinez v. Community Support Solutions, Inc.*, e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo del Demandado, y firmela. También puede completar el Formulario de Objeción adjunto a este Aviso como **Anexo B**. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro de Clase Participante puede objetar (o contratar personalmente a un abogado para que objete a su costa) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para decir al Tribunal a qué se opone, por qué se opone y cuáles son los hechos que respaldan su objeción. Para más información sobre esta Audiencia, véase la sección 8 del presente Aviso (inmediatamente a continuación).

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

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Final el día _____ en el Departamento CX105 del Tribunal Superior del Condado de Orange ubicado en 751 West Santa Ana Blvd., Santa Ana, CA 92701. En la Audiencia, el juez decidirá si concede la Aprobación Definitiva del Acuerdo y qué porción del Acuerdo Máximo se pagará a los Abogados de Clase, a la Demandante y al Administrador. Puede asistir o contratar a un abogado a su coste para presentarse.

Es posible que el Tribunal re programe esta audiencia. Puede contactar a los Abogados de Clase para verificar el día y la hora de esta audiencia. Además, puede revisar con antelación el sitio web del Administrador: [sitio web del Administrador] para obtener estos mismos detalles.

9. ¿CÓMO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que el Demandado y la Demandante han prometido hacer en virtud del Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web del Administrador: [sitio web del Administrador]. También puede llamar o enviar un correo electrónico a los Abogados de Clase utilizando la información de contacto indicada a continuación.

El Administrador publicará todos los documentos importantes en su sitio web, incluidos la denuncia operativa, el Acuerdo de Transacción y cualquier enmienda, el Acuerdo Colectivo, el Formulario de Solicitud de Exclusión y el de Objeción, las órdenes que otorgan aprobación preliminar y final y la sentencia. La sentencia estará publicada durante al menos 180 días.

Abogados de Clase:

Abogados: Kane Moon

Allen Feghali

S. Phillip Song

Ryan Handley

Correo electrónico: kmoon@moonlawgroup.com

afeghali@moonlawgroup.com

psong@moonlawgroup.com

rhandley@moonlawgroup.com

Firma Legal: **MOON LAW GROUP, PC**

Dirección: 725 S. Figueroa St., Suite 3100

Los Angeles, California 90017

Teléfono: (213) 232-3128

Administrador del Acuerdo: Apex Class Action, LLC

Compañía: Apex Class Action, LLC

Correo electrónico:

Dirección:

Teléfono:

Fax:

10. ¿QUÉ OCURRE SI PIERDO MI CHEQUE?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo sustituirá siempre que lo solicite antes de la fecha de caducidad que figura en el frente del cheque original. Si su cheque ya está anulado, debe consultar las instrucciones del Fondo de Propiedad No Reclamada para recuperarlo.

11. ¿QUÉ PASA SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, debe notificar de inmediato al Administrador cualquier cambio de dirección

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

Exhibit A

Esther Martinez v. Community Support Solutions, Inc.

Superior Court of the State of California, County of Orange, Case No. 30-2024-01448130-CU-OE-CXC

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement.

Use and return this form only if you wish to be excluded from the Settlement Class and do not wish to object to the Settlement. If you exclude yourself from the Class by completing and returning this form, you will not receive your Individual Class Payment, will not be subject to the terms of the Settlement, and will retain whatever rights you may currently have. However, even if you exclude yourself from the Settlement Class, you will still receive your Individual PAGA Payment if the Court approves the Settlement.

If you wish to remain in the Settlement Class and receive an Individual Class Payment, disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court approves the Settlement.

To be valid, your Request for Exclusion Form must be signed by you and returned to the Settlement Administrator at the address or email address provided below. To be timely, your Request for Exclusion Form must be postmarked or have a transmission date on or before [REDACTED], 2026.

[REDACTED]

I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Esther Martinez v. Community Support Solutions, Inc.*, and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that I will still receive my Individual PAGA Payment.

Full Name: _____

Dated: _____

Signature: _____

What is the Settlement Administrator's contact information?

Esther Martinez v. Community Support Solutions, Inc.

c/o [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] | [REDACTED]

CERTIFICATION OF TRANSLATION ACCURACY

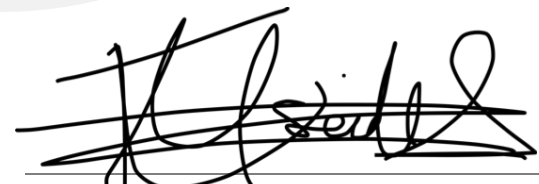
THE UNDERSIGNED *LESLIE ESCAMILLA* HEREBY CERTIFIES THAT THE BELOW-MENTIONED DOCUMENT(S) HAVE BEEN TRANSLATED BY AN EXPERIENCED AND QUALIFIED TRANSLATOR AND THAT, IN OUR BEST JUDGMENT, THE TRANSLATED TEXT TRULY REFLECTS THE CONTENT, MEANING, AND STYLE OF THE ORIGINAL TEXT AND, IN EVERY RESPECT, CONTRIBUTES TO A CORRECT AND TRUE TRANSLATION OF THE ORIGINAL DOCUMENT.

THIS IS TO CERTIFY THE CORRECTNESS OF THE TRANSLATION ONLY. WE DO NOT GUARANTEE THAT THE ORIGINAL IS A GENUINE DOCUMENT OR THAT THE STATEMENTS CONTAINED IN THE ORIGINAL DOCUMENT ARE TRUE.

A COPY OF THE TRANSLATION IS ATTACHED TO THIS CERTIFICATION.

COMMUNITY SUPPORT SOLUTIONS- CLASS NOTICE – SP
EXHIBIT A TO NOTICE- REQUEST FOR EXCLUSION FORM – SP
EXHIBIT B TO NOTICE - OBJECTION FORM - SP

DATE: FEBRUARY 25, 2026



Leslie Escamilla, Translator



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Nombre/Cambios de dirección (si hubieran):

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Reciba este formulario, ya que puede recibir un pago por un acuerdo de demanda colectiva.

Use y devuelva este formulario solo si desea excluirse del Acuerdo Colectivo y no desea objetar al mismo. Si se excluye de la Clase completando y devolviendo este formulario, no recibirá su Pago Individual de Clase y no estará vinculado a los términos del Acuerdo; además, retendrá cualesquiera derechos que pueda poseer en este momento. Sin embargo, si se excluye de este Acuerdo Colectivo, siempre recibirá su Pago Individual de PAGA solo si el Tribunal aprueba el Acuerdo.

Si desea permanecer en el Acuerdo Colectivo y recibe un Pago Individual de Clase, ignore este formulario. No necesita realizar ninguna acción para recibir un pago del acuerdo; recibirá un cheque por correo de EE. UU., si el Tribunal aprueba el Acuerdo.

Para que su Formulario de Solicitud de Exclusión sea válido, debe ser firmado por usted y devuelto al Administrador del Acuerdo a la dirección o al correo electrónico que se compartirán más adelante. Para que sea oportuno, este Formulario debe ser sellado con sello postal a más tardar el [REDACTED], 2026.

Por la presente confirmo que he recibido el aviso del Acuerdo propuesto en la demanda *Esther Martinez v. Community Support Solutions, Inc.*, y deseo excluirme de este. Comprendo que no recibiré un Pago Individual de Clase ni seré vinculado por las Reclamaciones Liberadas de Clase. Sin embargo, comprendo que siempre recibiré mi Pago Individual de PAGA.

Nombre Completo: _____

Fecha: _____

Firma: _____

¿Cuál es la información de contacto del Administrador del Acuerdo?

Esther Martinez v. Community Support Solutions, Inc.

a/c [REDACTED]

[DIRECCIÓN]

[DIRECCIÓN]

[TELÉFONO] | [CORREO ELECTRÓNICO]

Exhibit B

|||||
|||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement. Use and return this form only if you wish to object to the Class Settlement. You may also object to the Settlement by making an oral Objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit a Request for Exclusion. If the Court overrules your Objection and approves the Settlement, you will receive your Individual Class Payment and be subject to the terms of the Settlement, including the release of claims as set forth in the Settlement.

To be valid, your Objection Form must be signed by you and returned to the Settlement Administrator at the address or email provided below. To be timely, your Objection Form must be postmarked or have a transmission date on or before [REDACTED], 2026.

I object to the settlement in *Esther Martinez v. Community Support Solutions, Inc.* (Orange County Superior Court Case No. 30-2024-01448130-CU-OE-CXC) because:

Dated: _____

Full Name: _____

Signature: _____

What is the Settlement Administrator's contact information?

Esther Martinez v. Community Support Solutions, Inc.

c/o [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] | [REDACTED]

CERTIFICATION OF TRANSLATION ACCURACY

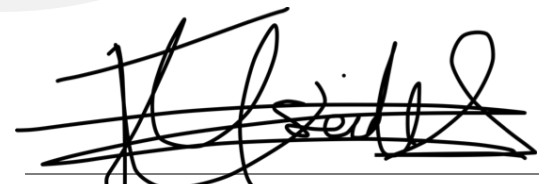
THE UNDERSIGNED *LESLIE ESCAMILLA* HEREBY CERTIFIES THAT THE BELOW-MENTIONED DOCUMENT(S) HAVE BEEN TRANSLATED BY AN EXPERIENCED AND QUALIFIED TRANSLATOR AND THAT, IN OUR BEST JUDGMENT, THE TRANSLATED TEXT TRULY REFLECTS THE CONTENT, MEANING, AND STYLE OF THE ORIGINAL TEXT AND, IN EVERY RESPECT, CONTRIBUTES TO A CORRECT AND TRUE TRANSLATION OF THE ORIGINAL DOCUMENT.

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A COPY OF THE TRANSLATION IS ATTACHED TO THIS CERTIFICATION.

COMMUNITY SUPPORT SOLUTIONS- CLASS NOTICE – SP
EXHIBIT A TO NOTICE- REQUEST FOR EXCLUSION FORM – SP
EXHIBIT B TO NOTICE - OBJECTION FORM - SP

DATE: FEBRUARY 25, 2026



Leslie Escamilla, Translator



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Nombre/Cambios de dirección (si hubieran):

FORMULARIO DE OBJECCIÓN

Reciba este formulario, ya que puede recibir un pago por un acuerdo de demanda colectiva. Use y devuelva este formulario únicamente si desea objetar el Acuerdo Colectivo. También puede hacerlo presentando una Objeción verbal durante la Audiencia de Aprobación Final. Si desea objetar el acuerdo, no envíe una Solicitud de Exclusión. Si el Tribunal anula su Objeción y aprueba el Acuerdo, recibirá su Pago Individual de Clase y estará sujeto a los términos del Acuerdo, incluida la liberación de reclamaciones, tal como se establece en este mismo.

Para que su Formulario de Objeción sea válido, debe ser firmado por usted y devuelto al Administrador del Acuerdo a la dirección o al correo electrónico que se compartirán más adelante. Para que sea oportuno, este Formulario debe ser sellado con sello postal a más tardar el [REDACTED], 2026.

Objeto al Acuerdo de *Esther Martinez v. Community Support Solutions, Inc.* (Tribunal Superior del Condado de Orange, Caso No. 30-2024-01448130-CU-OE-CXC) por:

Fecha: _____

Nombre Completo: _____

Firma: _____

¿Cuál es la información de contacto del Administrador del Acuerdo?

Esther Martinez v. Community Support Solutions, Inc.

a/c [REDACTED]

[DIRECCIÓN]

[DIRECCIÓN]

[TELÉFONO] | [CORREO ELECTRÓNICO]