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**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF GLENN**

FABIAN MARTINEZ, PAUL ADAMS,
MICHAEL RUSH, and RICHARD L.
YOUNG, individually on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

JOHNS MANVILLE, a Corporation; and
DOES 1 through 50, inclusive
Defendants.

Case No.: 23CV03097

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 16, 2025
Time: 2:30 p.m.
Dept.: 2
Judge: Hon. Alicia Ekland

1 I, Madely Nava, declare as follows:

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

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

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

1 4. On November 25, 2024, Counsel for the Plaintiffs provided Apex with the Court-approved
2 content for the Class Notice Packet. Apex then generated a draft of the formatted Class Notice Packet,
3 which received approval from the Parties' Counsel before being mailed.

4 5. On December 10, 2024, Counsel for the Defendant provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks and pay periods worked by each Class Member. The data file was successfully
7 uploaded to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class Data consisted of a total of 661 individuals.

9 6. In preparation for the mailing process, all 661 names and addresses listed in the Class Data
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice
15 Packet. However, in cases where no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

17 7. On December 23, 2024, the Class Notice Packet was sent to all 661 individuals listed in the Class
18 Data using U.S First Class Mail. A copy of the mailed Class Notice Packet is attached hereto as **Exhibit**
19 **A**.

20 8. As of the date of this declaration, our office has received 34 returned Class Notice Packets as
21 undeliverable. Apex conducted a computerized skip trace on the 34 returned Class Notice Packets in
22 order to acquire updated addresses for the purpose of re-mailing the Class Notice Packet. This skip trace
23 effort resulted in obtaining 22 updated addresses, to which we promptly re-mailed the Class Notice
24 Packets via U.S First Class Mail.

25 9. As of the date of this declaration, there have been 22 Class Notice Packets re-mailed as a result
26 of Apex's skip-tracing efforts.

27 10. As of the date of this declaration, 12 Class Notice Packets have been considered undeliverable
28 as no updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was February 6, 2025.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was February 6, 2025.

5 13. As of the date of this declaration, Apex will report 661 Participating Class Members, constituting
6 100% of the total 661 Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 78,949.86. The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$403,500.00 and was calculated by subtracting the requested attorneys' fees (\$250,000.00), the amount
10 requested for litigation costs and expenses (\$40,000.00), the four requested Service Award (\$25,000.00),
11 the requested Settlement Administration Costs (\$11,500.00), and the PAGA Penalties payment
12 (\$20,000.00) from the Gross Settlement Amount (\$750,000.00).

13 15. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
14 be approximately \$1,133.88, the *average* Individual Class Payment is currently estimated to be
15 approximately \$610.44, and the *lowest* Individual Class Payment is currently estimated to be
16 approximately \$0.73. These amounts are subject to employee-side tax and withholdings.

17 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$5,000.00) will be allocated to
18 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
19 cannot opt out of the PAGA settlement. There are 545 Aggrieved Employees who worked a total of
20 51,305.00 weeks during the PAGA Period.

21 17. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$14.12, the
22 *average* Individual PAGA Payment is approximately \$9.17, and the *lowest* Individual PAGA Payment
23 is approximately \$0.01.

24 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$11,500.00. Apex will proceed with additional tasks related to this
26 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
27 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
28 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed this 14th day of March 2025,
3 in Irvine, California.

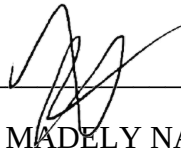
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5
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7 MADELY NAVA

Exhibit A

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

***Martinez v. Johns Manville, Superior Court of the State of California,
County of Glenn, Case No. 23CV03097***

***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.***

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

Plaintiffs Fabian Martinez, Paul Adams, Michael Rush, and Richard L. Young ("Plaintiffs") have filed a proposed class and representative action lawsuit ("Action") against Defendant Johns Manville, a corporation ("Johns Manville" or "Defendant") for asserting wage and hour claims. The Action seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period (August 20, 2020, to November 20, 2024) (the "Class Members"), and (2) penalties under the California Private Attorney General Act ("PAGA") on behalf of all individuals who were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period (February 10, 2022, to November 20, 2024) (the "Aggrieved Employees"). **According to the company's records, you, the recipient of this Notice, are eligible to receive money under this settlement as set forth below, and if you take no action, you will receive such payment per the terms below. In other words, your various options are set forth below, but you need not take any action to be subject to this settlement and receive payment,**

Johns Manville has denied the violations and any associated liability in this matter. It contends that it has always paid, and continues to pay, its California employees fairly and properly. Nevertheless, the company has chosen to enter this settlement to avoid the expense and disruption associated with litigation and instead make the payments set forth in this Notice. The court has not made any finding that the claims asserted have merit or that Johns Manville did anything improper. This settlement was reached voluntarily by Plaintiffs and Johns Manville.

The proposed Settlement has two main parts: (1) a Class Settlement under which Defendant has agreed to fund Individual Class Payments to Class Members ("Individual Class Payments"), and (2) a PAGA Settlement under which Defendant has agreed to fund recovery for civil penalties under PAGA, including awards to individual Aggrieved Employees ("Individual PAGA Payments") as well as the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your gross Individual Class Payment is estimated to be \$«Est_Class_PMT» (less withholdings), and your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT».** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant's records you are not eligible for that payment because you did not work during the covered period commencing February 10, 2022.)

The above estimates are based on Defendant's records showing that **you worked «Class_Weeks» workweeks** during the Class Period and **you worked «Pay_Periods_» pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make the agreed payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below. You will have the right to object to any part of the proposed Settlement if you do not exclude yourself from the Class Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion to the Administrator or otherwise notifying the Administrator in writing. If you opt-out

of the Settlement, you will not receive an Individual Class Payment, however, you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you will still receive and Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to participate in the Class Settlement portion of the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.
The Opt-out Deadline is February 6, 2025.	You cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline February 6, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the Class Settlement portion of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the April 16, 2025, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on April 16, 2025, at 2:30 p.m., at the Glenn County Superior Court, located at 526 West Sycamore St., Willows, California 95988, in Department 2 before Judge Alicia Ekland. This hearing may change as explained below in Section 9. You don't have to attend to receive payment or opt out, 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 through Courtcall, or by using the Court's Zoom appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice

1. What is the action about?

Plaintiffs are former employees of Defendant. The Action alleges that Defendant violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failing to pay sick pay, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act ("PAGA").

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

On August 28, 2024, the Plaintiffs filed First Amended Complaint in the Class Action that added the claims alleged in the PAGA Action and that added plaintiffs Paul Adams, Michael Rush and Richard L. Young. The First Amended Complaint in the Class Action is the "Operative Complaint".

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Plaintiffs' claims have any validity: there has been no court finding that Defendant did anything wrong. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs 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 merits of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant presented grounded defenses to the claim but has nevertheless 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. 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 terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay \$750,000 as the Gross Settlement Amount. (the "Gross Settlement Amount"). The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant will fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than thirty (30) business days after the Effective Date. The "Effective Date" means the date the Judgment is no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members. While the timing of this is subject to change, the parties generally expect the payments to be mailed in the Summer of 2025.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$13,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$250,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$40,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- **Class Representative Service Payments.** Class Representative Service Payments in an amount not more than \$10,000 to Plaintiff Martinez and not more than \$5,000 each to Plaintiffs Young, Adam, and Rush as their service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. Plaintiffs will also execute general releases broader than the releases applicable to class member such as you.
- **PAGA Penalties.** A payment of \$20,000 relating to Plaintiffs' claim under PAGA, \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$5,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments 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.

Calculation of Payments to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to the Participating Class Members based on their Class Period workweeks.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage

Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members.

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

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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.

Need to Promptly Cash Payment Check. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California Controller's Unclaimed Property Fund in your name.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, known or unknown, for any type of relief against Defendant, including all claims for (i) meal and rest break violations or premium payments in lieu thereof; (ii) failure to pay wages of any kind, including but not limited to regular or premium wages and/or failure to apply the proper regular rate; (iii) failure to pay wages timely during employment and upon termination; (iv) failure to pay sick time; (v) failure to reimburse employees for required expenses; (vi) failure to furnish accurate wage statements; (vii) unfair business practices relating to or arising out of any of the foregoing; and (viii) to the extent not covered above, any and all claims reasonably based on the facts alleged in the Operative Complaint, which occurred during the Class Period. Except as expressly set forth in the 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.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the State of California, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts alleged in the Operative Complaint and/or the PAGA Notice which occurred during the PAGA Period. The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

The Released Parties are: Defendant and each of the following, each a "Releasee" and collectively, the "Releasees": Defendant's parents and affiliates, subsidiaries, predecessors, successors, divisions, joint ventures, attorneys and assigns, and each of their former and present owners, directors, officers, employees, managers, partners, members, principals, agents, insurers, co-insurers, re-insurers, investors, shareholders, employee benefit plans, employee benefit plan trustees, fiduciaries, and administrators, and personal or legal representatives.

5. How much will my payment be?

Your estimated payment is set forth above on page 1, in a gross amount, prior to required withholding.

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 during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee

Workweek/ Pay Period Challenges. The number of Class Period workweeks you actively and actually worked during the Class Period and the number of PAGA pay periods you actively and actually worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than February 6, 2025. You may also fax the dispute to (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

To be clear, you do not need to submit anything or validate your weeks worked to receive the payment listed above.

If you do choose to submit a challenge, you will need to support your challenge by sending copies of supporting documentation, such as pay stubs or other records confirming your claimed active working period. Please note that the settlement does NOT cover all weeks and time ever worked – it is limited to the discrete time period listed above. The Administrator will accept Defendant's calculation of Workweeks 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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out."

If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims. However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

If you do not opt out by the deadline set forth below, you will remain a part of the class settlement, and you will receive payment and be subject to the settlement.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is February 6, 2025. You may also fax your request to opt out to (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Martinez v. Johns Manville* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Martinez v. Johns Manville*, Case No. 23CV03097. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class. Section 8 of the Notice has the Administrator's contact information.

T Written requests for exclusion that are postmarked after February 6, 2025, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for April 16, 2025, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and the amount Plaintiffs are requesting as Class Representative Service Payments. You cannot opt out and also object, and if you take no action, you will receive payment and be subject to the settlement.

A Participating Class Member who chooses to object and thus contest any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high. If objections are received and litigated, this could delay approval of the settlement and the associated payments, assuming the settlement is eventually approved.

The Response Deadline for sending written objections to the Administrator is February 6, 2025. 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, *Martinez v. Johns Manville*, Case No. 23CV03097, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: claims@apexclassaction.com

Mailing Address: P.O. Box 54668, Irvine, CA 92619

Telephone Number: (800) 355 - 0700

Fax Number: (949) 989-4428

Settlement Website: <https://apexclassaction.com/manville>

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. You also have the option to appear at the hearing by telephone using Courtcall or by video through Zoom. Instructions on how to do so are available on the Court's website at <https://www.glenn.courts.ca.gov/general-information/remote-appearances>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

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9. Can I Attend the Final Approval Hearing?

You need not attend the final approval hearing to receive payment.

Again, you can, but don't have to, attend the Final Approval Hearing at 2:30 p.m. (Pacific Standard Time) on April 16, 2025, in Department 2 of the Superior Court of California, County of Glenn, 526 West Sycamore St., Willows, California 95988, before Judge Alicia Ekland. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys'

fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing by telephone through Courtcall to be contacted in advance at (888-882-6878) or using the Zoom procedure at <https://www.glenn.courts.ca.gov/general-information/remote-appearances>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Martinez v. Johns Manville*. In addition, hearing dates are posted on the Internet via the Case Index webpage for the Glenn County Superior Court (<https://portal-caglenn.tylertech.cloud/Portal>) and entering the Case No. 23CV03097.

10. How Can I Get More Information?

You may call the Administrator at (800) 355 - 0700 or write to *Martinez v. Johns Manville* Administrator, c/o P.O. Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. The easiest way to obtain and read the Agreement or any other Settlement document is to go to the Administrator's website at <https://apexclassaction.com/manville>. If you wish to view the Court files in person, you go to the Clerk's Office at 526 West Sycamore St., Willows, CA 95988.

PLEASE DO NOT CALL THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.