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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF RIVERSIDE

19 JONATHAN NAVA, individually, on a
20 representative basis, and on behalf of all
others similarly situated,

21 Plaintiff,

22 vs.

23 TEMECULA VALLEY DRYWALL, INC. a
24 California Corporation; LORRY HALES, an
individual; DOUGLAS MISEMER, an
25 individual; and DOES 1 through 20,
inclusive,

26 Defendants.
27
28

Case No.: CVRI2400423

[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]

**DECLARATION OF JONATHAN PAUL ON
BEHALF OF THE SETTLEMENT
ADMINISTRATOR (XPAND LEGAL)
REGARDING NOTICE PROCEDURES
AND SETTLEMENT ADMINISTRATION**

1 I, Jonathan Paul, declare as follows:

2 1. I am the CEO at Xpand Legal (“Xpand”), a class action settlement administrator that
3 has been retained by the parties to serve as the Settlement Administrator for the settlement in the
4 above referenced action. Xpand is located in Irvine, California. I am over 21 years of age and am
5 not a party to this action. I am responsible for supervising the settlement services provided by Xpand
6 for this matter. The facts set forth herein are true of my own personal knowledge and I am informed
7 and believe them to be true. If called as a witness, I could and would competently testify thereto.

8 I. EXPERIENCE

9 2. Xpand specializes in class action notification and claims administration, including
10 telephone support and web-based support, direct mail services, claims processing, and settlement
11 fund distribution. Xpand has extensive experience in class action matters, having provided services
12 in class actions ranging in size from 17 to 350,000 Class Members. Attached hereto as **Exhibit A** is
13 a true and correct copy of Xpand’s CV, reflecting our primary competencies as they relate to class
14 action settlement administration.

15 II. OVERVIEW OF XPAND LEGAL’S RESPONSIBILITIES

16 3. Xpand’s responsibilities in administering the settlement in this action to date have
17 included the following: (a) Establishing a settlement Qualified Settlement Fund (“QSF”); (b)
18 Mailing the Settlement Class Notice to Class Members; (c) Securing a post office box to which
19 Class Members can send Requests for Exclusions, Objections and other communications; (d)
20 Establishing a toll-free telephone number which provides Class Members with information about
21 the proposed Settlement; (e) preparing, translating, printing, and mailing the *Notice of Class Action*
22 *Settlement* (“Notice”); (f) responding to inquiries from Class Members; (g) calculating the number
23 of weeks each Class Member worked during the period from January 15, 2020 to October 16, 2024
24 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the
25 time period from January 15, 2023 to October 16, 2024 (“PAGA Period”); (h) determining the
26 validity of letters indicating a request to be excluded from the Class Settlement (“Requests for
27 Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding
28 the number of Workweeks submitted by Class Members; (i) calculating the Net Settlement

1 Amount and issuing the Individual Class Payments to Class Members; (j) calculating and issuing
2 the Individual PAGA Payments to Aggrieved Employees; (k) issuing the payment to Class
3 Counsel for attorneys' fees and costs, the Enhancement Payment to Plaintiff, and the
4 employer/employee payroll taxes to the appropriate taxing authorities; and (l) such other tasks as
5 set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders (e)
6 Establishing and maintaining a settlement administration website, which provides Class Members
7 with information about the proposed settlement, allows Class Members to view and to download
8 settlement documents

9 III. CLASS LIST AND CLASS NOTICE

10 4. On February 18, 2025, Xpand received from Defense Counsel a file containing 269
11 records, which contained the Employee ID, Name, Address, SSN, Workweeks and PAGA Pay
12 Periods for known Class Members. From this file, Xpand calculated the Workweeks and Pay Periods
13 for each Class Member and Aggrieved Employee, and calculated their settlement shares.

14 5. The Escalator Clause of the Settlement Agreement indicates if the total count of
15 Workweeks exceeds 19,800, then the Settlement Amount shall increase in proportion to the increase
16 in Workweeks worked by Class Members over 10%. The total Workweeks was 17,700, and therefore
17 the Escalator Clause was not triggered.

18 6. As part of the preparation for mailing, Xpand ran all 269 records with a mailing
19 address through the National Change of Address database (NCOA) and updated all records prior to
20 mailing. On March 8, 2025, Xpand mailed a Class Notice to all 269 Class Members in English and
21 Spanish. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit B**. As of
22 May 28, 2025, 20 Notices have been returned as undeliverable without a forwarding address. These
23 records were sent out for skip-tracing, and updated addresses were received for 13 records. As such,
24 13 Notices have been remailed and 7 Notices remain undeliverable.

25 IV. CLASS MEMBER COMMUNICATION

26 7. Xpand established Post Office Box 51570, Irvine, CA 92619 to receive written
27 communication from Class Members, including correspondence, requests for exclusion or copies of
28 written objections.

8. As of May 28, 2025, Xpand has not received any workweek disputes.

9. As of May 28, 2025, Xpand has not received any timely requests for exclusion.

10. As of May 28, 2025, Xpand has not received any objections to the settlement.

11. The deadline for requesting exclusions and submit objections was April 22, 2025.

V. TELEPHONE SUPPORT

12. Xpand established a toll-free number to allow Settlement Class Members to call our agents and answer any questions or request more information

13. On March 8, 2025, Xpand activated a toll-free number, 888-557-773, which allows Class Members to receive information and provide answers about the settlement and allows Class Members to request a Class Notice.

VI. PRELIMINARY DISTRIBUTION CALCULATIONS

14. As of the date of this declaration, there are 269 Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 100% of the Class. Participating Class Members have worked a collective total of 17,700 Workweeks during the Class Period. Each Workweek is valued at approximately \$14.06.

15. Per the Settlement Agreement and Court approval, Xpand will be deducting from the Gross Settlement Amount of \$475,000.00: attorneys' fees in the amount of \$158,333.33 and costs in the amount of \$14,491.68; a Class Representative Service Payment in the amount of \$10,000.00, along with a Class Representative Release Payment in the amount of \$5,000.00; administration costs of \$8,300.00, and PAGA Penalties of \$30,000.00. This will leave a Net Settlement Amount of \$248,874.99 which will be distributed proportionally based on the number of workweeks for each Participating Class Member

16. Based on the calculations, the average Individual Class Payment to a Class Member is approximately \$925.19, while the highest payment is approximately \$3,487.06 and the lowest payment is \$14.06 for a Class Member who worked one (1) workweek during the Class Period. Class Members will be issued payment of their Individual Class Payment subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of

1 the Individual Class Payment. Pursuant to the Settlement, the Defendant has agreed to fund the
2 employer-side taxes due separately and apart from the Gross Settlement Amount.

3 17. Additionally, \$30,000.00 of the Gross Settlement Amount has been allocated
4 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
5 \$22,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
6 or \$7,500.00, of which shall be paid to the Aggrieved Employees. There are 165 Aggrieved
7 Employees who worked a total of 3,727 pay periods during the PAGA Period. The highest
8 Individual PAGA Payment to be paid is approximately \$130.80, and the average Individual PAGA
9 Payment to be paid is approximately \$27.88.

10 18. Xpand's flat fee cost associated with the administration of this matter is \$8,300.
11 This includes all costs incurred to date, as well as estimated costs involved in completing the
12 settlement distribution. A true and correct copy of the bid/proposal/invoice from Xpand is attached
13 hereto as **Exhibit C**.

14
15 I declare under penalty of perjury under the laws of the state of California that the
16 foregoing is true and correct.

17 Dated: June 18, 2025

18
19
20 
Jonathan Paul

EXHIBIT “A”

XPAND

ABOUT XPAND

Xpand is a fast-growing legal administration firm. With over 20 years of industry experience, CEO, Jonathan Paul, leverages his subject matter expertise to ensure excellence is at the core of all we do. Starting his legal administration career as a Project Manager, he later advanced into positions such as Senior Vice President at one of the largest administrators in the country and President of Sales & Marketing for a long-standing boutique firm. He now works closely with the project and case teams to ensure best in class processes are followed.

COO, Tiffany Paul, comes with over a decade of experience at one of the largest consumer goods companies in the world. Coupled with the successful launch and scale of her own startups, Tiffany brings creative solutions to a field that has a tendency to be stuck in its ways and has improved dozens of processes during her tenure running legal administration projects.

The case management team has been involved in projects spanning several practice areas, including:

- Data Breach
- Consumer Protection
- Discrimination
- Mass Tort
- PAGA
- Personal Injury
- Product Liability
- Wage and Hour
- ERISA
- Antitrust

ABOUT OUR STRATEGY

Xpand's taking a fresh look at the processes and procedures that have dominated the legal administration space for decades and quickly finding there is plenty of opportunity to innovate.

We've partnered with industry leaders in HR, IT, printing, telecom, banking, and tax reporting to build solutions that meet the needs of any project. Whether it's a small wage & hour case in need of cost-effective administration or a multi-tiered mass tort case in need of sophisticated implementation, Xpand has the solution. We spend the time understanding the clients' needs before deploying the right resources in as quickly as 24 hours, allowing law firms to continue their day to day without disruption.

XPAND

ABOUT OUR SERVICES

Xpand is growing quickly and regularly adding services to our repertoire, but currently offers:

- Notification
- Project Management
- Print & Mail
- Call Center
- Legal Advertising
- Website Development
- Forms Processing
- Client Intake
- Address Location
- Data Management
- Qualified Settlement Fund (QSF) Management
- Fund Distribution
- Tax Reporting
- Medical Record Review
- Lien Resolution

ABOUT OUR EXPERIENCE

Cases the team has been involved in are:

- *Vasquez, et al. v. P.J. Farm Labor, Inc., et al.*, Superior Court of the State of California, County of Kings, Case No. 22C-0382
- *Laninovich v. Bear Valley Springs Association*, Superior Court of the State of California, Case No. BCV-21102750
- *Santos v. Replanet Packaging, LLC*, Superior Court of the State of California, County of Tulare, Case No. 285878
- *Sanchez v. J.R. Pierce Plumbing Co., Inc. of Sacramento*, Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00300960
- *Ramirez, et al. v. S&E Gourmet Cuts, Inc.*, Superior Court of California, County of San Bernardino, Case No. CIVSB2201247
- *Johnson v Investment Concepts*, Superior Court of California, County of San Diego, Case No. 37-2022-00018300-CU-NP-CTL
- *Chavis v. Grocery Outlet*, Superior Court of California, County of Sacramento, Case No. 34-2021-00309003-CU-OE-GDS:
- *Janine Mireles v. Lodi Memorial Hospital Association, Inc. et al.*, Superior Court of California, County of San Joaquin, Case No. STK-CV-UOE-2020-0004458
- *Busby v. Mission Loans, LLC, et al.*, Superior Court of California, County of Los Angeles, Case No. 23STCV07682
- *Barton v. United Development Group, Inc.*, Superior Court of California, County of San Diego, Case No. 37-2021-00039885-CU-OE-CTL
- *Fleschert v. Cedars-Sinai Medical Center*, Superior Court of California, County of Los Angeles, Case No. 19STCV05681
- *Cruz, et al. v. Los Compadres Restaurant, Inc.*, Superior Court of California, County of Los Angeles, Case No. 23STCV03673

XPAND

- *Diaz v. New York Paving*
- *Bahramipour v. Citigroup Global Markets, Inc.*, Case No. C 04-4440 CW (N.D. Cal. Feb. 22, 2006)
- *Donohue v. AMN Services, LLC*, Case No. S253677, _P.3d ___, 2021 WL 728871 (Cal. Feb. 25, 2021)
- *Goddard, et al. v. Longs Drug Stores Corporation, et al.* Employee Overtime Litigation
- *Quintero v. Ready PAC Foods*, Superior Court of California, County of Los Angeles, Case No. 20STCV48608
- *Ramirez v. J.C. Penney Corporation*, Case No. 6:14-cv-00601-RWS-KNM
- *Cinthia Isabel Mojica et al. v Ready Pac Foods, Inc. et al.*, Case No. BC522170
- *Lopez; Blevins; and Giron, vs. MOTEL 6*, Case No.: 56-2020-00542312-CU-OE-VTA
- *In re iPod Cases*, Judicial Council Coordination Proceeding, Superior Court of California, County of San Mateo, Case No. 4355
- *Frank v. United Airlines, Inc.* (9th Cir. 2000) 216 F.3d 845
- *Archie v. UPS*
- *Prata v. Bank One, N.A.*, Superior Court of California, County of Los Angeles, Case No. BC211961
- *Albrecht v. Rite Aid Corporation*, Superior Court of California, County of San Diego, Case No. 729219
- **Mass Tort:** Roundup, 3M Earplugs, Truvada, Hurricane IDA, Boy Scouts of America, Essure and several fire cases (Woosley, Dixie, Mill, Paradise, North Bay, Camp among others). Several medical device and pharmaceutical cases, which are confidential.

EXHIBIT “B”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Nava v. Temecula Valley Drywall, Inc.
(Riverside County Superior Court, Case No. CVR12400423)

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

«FullBarcodeEncoded»

Xpand ID: «Xpand ID» - «Rec»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

You may be eligible to receive money from a class action lawsuit filed by Jonathan Nava (“Plaintiff” or “Class Representative”) against Defendants Temecula Valley Drywall, Inc. (“TVDI”), Lorry Hales and Douglas Misemer (collectively, “Defendants”) for alleged violations of the California Labor Code (the “Action”). (Plaintiff and Defendants shall be collectively referred to as the “Parties”).

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined as “all current and former nonexempt (hourly paid) employees employed by Defendant TVDI in California who worked at least one workweek during the Class Period (which is January 25, 2020, through October 16, 2024)”; and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as “all current and former nonexempt (hourly paid) employees employed by Defendant TVDI in California who worked at least one pay period during the PAGA Period (which is January 25, 2023, through October 16, 2024). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

<i>Calculations and Data Points for Estimated Individual CLASS Payment</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Pay Periods Worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.) If you believe that you worked more weeks or pay periods during the periods than are shown in the chart above, you can submit a challenge by **April 22, 2025 (“Response Deadline”)**. See **Section 4, subsection 3** of this Notice.

In granting preliminarily approval of the proposed Settlement and approving this Notice, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing,

the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for TVDI in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below.
EXCLUDE YOURSELF	If you do not wish to participate in the proposed Settlement of the Class Claims, you may "opt-out" of the Settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion form by April 22, 2025 (see Section 6 below for more details on how to opt-out). If you opt-out, you will no longer be a participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection Form stating why you object to the settlement by April 22, 2025 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to Xpand Legal (the "Settlement Administrator"), a third party responsible for sending this Notice. (see Section 4 for more details on how to submit a Dispute Form). Defendants' records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: DATE TIME: 8:30 A.M.	The Court's Final Approval Hearing is scheduled to take place on July 15, 2025. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. 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. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of TVDI. The Action accuses TVDI of violating California labor laws due to the alleged: failure to pay minimum and overtime wages, failure to provide meal periods and rest breaks, failure to timely pay wages upon separation of employment, failure to reimburse for business expenses, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendants strongly deny violating any laws or failing to pay any wages, deny any wrongdoing or liability, and contend they complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

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

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement"), Plaintiff and Defendants 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, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits, and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. 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. Defendants Will Pay \$475,000 as the gross settlement amount (the "Settlement Amount"). Defendants have agreed to pay a total Settlement Amount of \$475,000 and will deposit the Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative's Service Payment and Release Payment, Class Counsel's attorney's fees and expenses, the Settlement Administrator's Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Settlement Amount after the Judgment entered by the Court becomes final over the course of two equal payments: 50% in December 2025 and 50% in December 2026. Approximately 10 days after both payments are received, the Settlement Administrator will issue checks to Participating Class Members and Aggrieved Employees for their respective share for each payment. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third (1/3) of the Settlement Amount to Class Counsel for attorneys' fees, plus reasonable costs and expenses not to exceed \$25,000. To date, Class Counsel have incurred expenses on the Action without payment.

B. Up to \$10,000 to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel and representing the Class, plus a Release Payment of \$5,000 to Plaintiff in exchange for Plaintiff signing a full release of all claims and foregoing the right to bring separate individual claims. The Service Payment and Release Payment will be the only monies the Plaintiff will receive other than his Individual Class Payment and any Individual PAGA payment.

C. \$8,300 to the Settlement Administrator for services administering the Settlement.

D. \$30,000 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of pay periods worked during the PAGA Period.

E. 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 Settlement Administrator will distribute the rest of the remainder of the Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of one-third (33.333%) of each Individual Class Payment to taxable wages ("Wage Portion") and two-thirds (66.667%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants 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.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you don't cash the first check by the void date, please contact the Settlement Administrator. However, if you don't cash either check within 180 days after your second check is mailed, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

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

9. Participating Class Members' Release. After the Judgment is final and Defendants have funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the "Released Parties" (which means Defendants, together with their officers, directors, employees, and agents) based on the facts alleged in the Action for wages based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement.

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

All Participating Class Members release the Defendants and the Released Parties from any and the claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or to pay premium wages for missed meal periods, (4) failure to provide rest breaks or to pay premium wages for missed rest periods, (5) failure to reimburse business expenses, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage statements, and (8) unfair and unlawful competition under Business and Professions Code §§ 17200 et seq.; as well as claims arising under California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; and claims alleged under the applicable California Industrial Welfare Commission Wage Order. The time period governing the Released Class Claims shall be any time during the Class Period.

10. Release of Released PAGA Claims. After the Court's judgment is final, and Defendants have paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff and the State of California and the LWDA shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period, including all PAGA Claims that Plaintiff alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or to pay premium wages for missed meal periods, (4) failure to provide rest breaks or to pay premium wages for missed rest periods, (5) failure to reimburse business expenses, (6) failure to timely pay wages each pay period, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA Notice Letter and Complaint, including claims that are premised upon California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

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

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 during the Class Period, and (b) multiplying the result by each Participating Class Members' Workweeks Worked during the Class Period.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500 by the total number of pay periods by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of pay periods by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Workweeks and Pay Periods Worked. The number of workweeks you worked TVDI during the Class Period and total pay periods worked during the PAGA Periods, as recorded in TVDI's records, are stated in the tables on page 1 of this Notice. You have until **April 22, 2025** (the "Response Deadline") to dispute the number of Workweeks or pay periods credited to you by mailing the enclosed Dispute Form to the Settlement Administrator. Section 9 of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendants' calculation of weeks worked based on Defendants' 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 Settlement Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, two checks to every Participating Class Member (which includes every Class Member who does not opt-out) and qualified Aggrieved Employee, as follows: 50% of your share on about December 11, 2025 and 50% of your share on about December 11, 2026. The check will combine the Individual Class Payment and the Individual PAGA Payment if applicable.

2. Non-Participating Class Members/Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. To opt-out, you must complete, sign, and mail the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is April 22, 2025**). Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On July 15, 2025, at 8:30 a.m., the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the enclosed Request for Exclusion Form, Dispute Form, or Objection Form, or the Settlement itself, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice and request for Exclusion, Objection, and Dispute Forms be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on February 5, 2025 and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2400423) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel	Settlement Administrator
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Misty Lauby, Esq. <i>misty@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	<i>Nava v. Temecula Valley Drywall</i> Settlement Administrator c/o Xpand Legal Consulting PO Box 51570 Irvine, CA 92619 <i>classaction@xpandlegal.com</i> Phone/Fax: (888) 557-2773

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date of the second check. If your funds have already been sent to the State Controller's office void, you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL

Nava v. Temecula Valley Drywall, Inc.

(Tribunal Superior del Condado de Riverside, Caso N.º CVRI2400423)

El Tribunal Superior del Condado de Riverside autorizó este Aviso. Léelo detenidamente

No es correo basura, spam, un anuncio o una solicitud de representación de un abogado. Usted no está siendo demandado.

«FullBarcodeEncoded»

Xpand ID: «Xpand ID» - «Rec»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

Usted puede ser elegible para recibir dinero procedente de una demanda colectiva presentada por Jonathan Nava ("Demandante" o "Representante del colectivo") contra los Demandados Temecula Valley Drywall, Inc. ("TVDI"), Lorry Hales y Douglas Misemer (conjuntamente, "Demandados") por presuntas violaciones del Código Laboral de California (la "Acción"). (El Demandante y los Demandados se denominarán colectivamente las "Partes").

La Acción solicita el pago de (1) salarios no pagados, daños y perjuicios, y sanciones legales, intereses y honorarios de abogados en nombre de todos los Miembros del Colectivo, que se definen como "todos los empleados actuales y anteriores no exentos (pagados por hora) empleados por el Demandado TVDI en California que trabajaron al menos una semana laboral durante el Período del Colectivo (que se extiende desde el 25 de enero de 2020 al 16 de octubre del 2024)"; y (2) sanciones en virtud de la Ley General de Fiscales Privados de California ("PAGA") en nombre de todos los Empleados Agraviados, que se definen como "todos los empleados actuales y anteriores no exentos (pagados por hora) empleados por el Demandado TVDI en California que trabajaron al menos un período de pago durante el Período PAGA (que se extiende desde el 25 de enero de 2023 al 16 de octubre de 2024). PAGA es una ley de California que permite a los empleados presentar reclamaciones por sanciones civiles en nombre de la Agencia del Desarrollo y la Fuerza Laboral de California ("LWDA") y todos los Empleados Agraviados por presuntas violaciones del Código Laboral, y cualquier pago por sanciones de PAGA se pagará el 75% a la LWDA y el 25% a todos los Empleados Agraviados como sanciones civiles (en lugar de salarios).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que obliga a los Demandados a financiar los Pagos Individuales del Colectivo a los Miembros del Colectivo, y (2) un Acuerdo PAGA que obliga a los Demandados a financiar los Pagos Individuales de PAGA a los Empleados Agraviados y a pagar sanciones a la LWDA. De acuerdo con los registros de los Demandados y las suposiciones actuales de las Partes, su Pago Individual del Acuerdo y su Pago Individual PAGA se indican en los gráficos a continuación, junto con los puntos aplicables de los que se derivan estas estimaciones.

Cálculos y puntos de datos para el Pago Individual estimado del Colectivo	
Semanas trabajadas durante el período del colectivo	Pago Individual Estimado del Colectivo
INSERT	INSERT

Cálculos y puntos de datos para el Pago Individual estimado de PAGA	
Períodos de pago trabajados durante el período de PAGA	Pago Individual estimado de PAGA
INSERT	INSERT

Tenga en cuenta que la cantidad real que reciba puede ser diferente de la anterior y dependerá de varios factores. (Si no se indica ningún monto para su Pago Individual de PAGA, entonces, de acuerdo con los registros de los Demandados, usted no es elegible para un Pago Individual de PAGA bajo el Acuerdo porque no trabajó para el Demandado en California durante el Período de PAGA). Si cree que trabajó más semanas o períodos de pago durante los períodos que se muestran en la tabla anterior, puede presentar una disputa no más tarde del **22 de abril de 2025** ("Fecha límite de respuesta"). Consulte la **sección 4, apartado 3** de este Aviso.

Al otorgar la aprobación preliminar del Acuerdo propuesto y aprobar este Aviso, el Tribunal únicamente ha determinado que hay pruebas suficientes para sugerir que el Acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier

determinación final de esos asuntos se tomará en la Audiencia de Aprobación Final. Sus derechos legales se ven afectados, ya sea que actúe o no actúe. Lea detenidamente este Aviso. Se considerará que lo ha leído detenidamente y lo ha comprendido. En la Audiencia de Aprobación Final, el Tribunal decidirá si finalmente aprueba el Acuerdo y qué cantidad del Acuerdo se pagará al Demandante y a los abogados del Demandante ("Abogados del Colectivo"). El Tribunal también decidirá si dicta una sentencia que obligue a los Demandados a efectuar pagos en virtud del Acuerdo y obligue a los Miembros del Colectivo y los Empleados Agraviados a renunciar a sus derechos de hacer valer ciertas reclamaciones contra los Demandados.

Si trabajó para TVDI en California durante el Período del Colectivo y/o el Período de PAGA, tiene algunas opciones como se muestra en la siguiente tabla:

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO	
NO HACER NADA Y RECIBIR UN PAGO DEL ACUERDO	Si desea recibir el pago completo del acuerdo, no se requiere ninguna otra acción por su parte. Usted recibirá automáticamente un pago del Acuerdo si éste recibe la aprobación final del Tribunal. Usted estará obligado por los términos del Acuerdo de Resolución y renunciará a su derecho a demandar sobre las Reclamaciones Colectivas Exoneradas que se describen en la Sección 3 a continuación .
EXCLUIRSE	Si no desea participar en el Acuerdo propuesto de las Reclamaciones Colectivas, puede "optar por no participar" en Acuerdo de las Reclamaciones Colectivas. Si decide excluirse, debe enviar un Formulario de Solicitud de Exclusión no más tarde del 22 de abril de 2025 (consulte la Sección 6 a continuación para obtener más detalles sobre cómo optar por no participar). Si opta por no participar, ya no será un Miembro del Colectivo participante y (1) <u>no</u> recibirá un Pago Individual del Colectivo, pero conservará su derecho a presentar las Reclamaciones Colectivas Exoneradas que se describen a continuación, sujeto a los estatutos de limitaciones aplicables, y (2) se le prohibirá presentar una objeción al acuerdo. No puede excluirse de la parte de PAGA del Acuerdo propuesto. El Demandado debe pagar los Pagos Individuales de PAGA a todos los empleados agraviados. Consulte la sección 6 de este Aviso.
OBJETAR	Si decide objetar el acuerdo con respecto a las Demandas colectivas porque lo considera injusto o irrazonable, debe presentar un Formulario de objeción que indique por qué se opone al acuerdo antes del 22 de abril de 2025 (consulte la Sección 7 para obtener más detalles sobre cómo objetar).
DISPUTAR EL NÚMERO DE SEMANAS TRABAJADAS	Si considera que el número de semanas laborales que se le acreditaron trabajando en la tabla anterior es incorrecto, puede enviar el Formulario de Disputa adjunto con cualquier prueba de respaldo a Xpand Legal (el "Administrador del Acuerdo"), un tercero responsable de enviar este Aviso. (Consulte la Sección 4 para obtener más detalles sobre cómo enviar un Formulario de Disputa). Se presumirá que los registros de los Demandados son correctos; sin embargo, puede enviar pruebas al Administrador del Acuerdo que demuestren cuántas Semanas laborales cree que se le deben acreditar.

PUEDE ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL, PERO NO ES OBLIGATORIA	
FECHA: 15 DE JULIO, 2025 HORA: 8:30 A.M.	La Audiencia de Aprobación Final del Tribunal está programada para el 15 de julio de 2025. En la Audiencia de Aprobación Final, el Tribunal decidirá si finalmente aprueba el Acuerdo. No tiene que asistir, pero sí tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o utilizando la plataforma de comparecencia virtual del Tribunal. Consulte la sección 8 de este Aviso.

1. ¿DE QUÉ TRATA LA ACCIÓN?

El Demandante es un antiguo empleado de TVDI. La Acción acusa a TVDI de violar las leyes laborales de California debido supuestamente a: no pagar los salarios mínimos y horas extras; no proporcionar períodos de comida y descansos; no pagar oportunamente los salarios en el momento de la terminación del empleo; no reembolsar los gastos comerciales y no proporcionar estados de salarios detallados y precisos. Basándose en las mismas reclamaciones, el Demandante también ha presentado una reclamación de sanciones civiles en virtud de la PAGA.

Los Demandados niegan rotundamente haber violado alguna ley o no haber pagado ningún salario, niegan cualquier delito o responsabilidad, y sostienen que cumplieron con todas las leyes aplicables.

Ambas Partes están representadas por abogados en la Acción. Consulte la Sección 9 a continuación para obtener su información de contacto.

2. ¿QUÉ SIGNIFICA QUE LA ACCIÓN SE HA RESUELTO?

Las Partes contrataron a un mediador neutral y experimentado en un esfuerzo por resolver la Acción negociando para poner fin al caso llegando a un acuerdo (resolver el caso) en lugar de continuar con el costoso y lento proceso de litigio. Las negociaciones fueron exitosas. Al firmar un extenso acuerdo de resolución por escrito ("Acuerdo"), el Demandante y los Demandados han negociado una propuesta de Acuerdo que está sujeta a la Aprobación Final del Tribunal. Ambas partes están de acuerdo en que el Acuerdo propuesto es un compromiso de reclamaciones en disputa. Al acordar llegar a un acuerdo, los Demandados no admiten ninguna violación ni conceden el fundamento de ninguna reclamación.

El Demandante y los Abogados del Colectivo creen firmemente que el Acuerdo es una buena solución para usted porque creen que: (1) los Demandados han acordado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuo; y (2) el acuerdo es en el mejor interés de los Miembros del Colectivo y los Empleados Agraviados. Hasta ahora, el Tribunal no ha determinado si los Demandados o el Demandante tienen razón en cuanto a los fundamentos, y solamente ha determinado que hay pruebas suficientes para sugerir que el acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier determinación final de esas cuestiones se tomará en la audiencia final. El Tribunal aprobó de manera preliminar el Acuerdo propuesto como justo, razonable y adecuado, ha autorizado este Aviso y ha programado una audiencia para determinar la Aprobación Final.

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

1. Los Demandados pagarán \$475,000 como monto bruto del acuerdo (el "Monto del Acuerdo"). Los Demandados han acordado pagar un Monto total del Acuerdo de \$475,000 y depositarán el Monto del Acuerdo en una cuenta controlada por el Administrador del Acuerdo. El Administrador del Acuerdo utilizará el Monto del Acuerdo para pagar los Pagos Individuales del Colectivo, los Pagos Individuales de PAGA, el Pago de Servicio y de Liberación del Representante del Colectivo, los honorarios y gastos de abogado de los Abogados del Colectivo, los Costos del Administrador del Acuerdo y las sanciones de PAGA que se pagarán a la LWDA. Suponiendo que el Tribunal otorgue la Aprobación Final, los Demandados financiarán el Monto del Acuerdo una vez que la Sentencia dictada por el Tribunal sea definitiva en el transcurso de dos pagos iguales: el 50% en diciembre de 2025 y el 50% en diciembre de 2026. Aproximadamente 10 días después de que se reciban ambos pagos, el Administrador del Acuerdo emitirá cheques a los Miembros del Colectivo Participantes y a los Empleados Agraviados por su respectiva parte de cada pago. La Sentencia será definitiva en la fecha en que el Tribunal dicte sentencia, o en una fecha posterior si la Sentencia es apelada.

2. Deducciones aprobadas por el Tribunal del Monto del Acuerdo. En la Audiencia de Aprobación Final, el Demandante y/o los Abogados del Colectivo solicitarán al Tribunal que apruebe las siguientes deducciones del Monto del Acuerdo, cuyos montos serán decididos por el Tribunal en la Audiencia de Aprobación Final:

A. Hasta un tercio (1/3) del Monto del Acuerdo a los Abogados del Colectivo por los honorarios de los abogados, más los costos y gastos razonables que no excedan los \$25,000. Hasta la fecha, los Abogados del Colectivo han incurrido en gastos en la Acción sin ser pagados.

B. Hasta \$10,000 al Representante del Colectivo como Pago por Servicio por litigar la Acción, trabajar con los Abogados del Colectivo y representar al Colectivo, más un Pago de Liberación de \$5,000 al Demandante a cambio de que el Demandante firme una liberación completa de todas las reclamaciones y renuncie al derecho de presentar reclamaciones individuales por separado. El Pago de Servicio y el Pago de Liberación serán el único dinero que recibirá el Demandante, aparte de su Pago Individual del Colectivo y cualquier Pago Individual de PAGA.

C. \$8,300 al Administrador del Acuerdo por los servicios de administración del Acuerdo.

D. \$30,000 para las sanciones de PAGA, de las cuales, el 75% se asignan a la LWDA y el 25% a los Pagos Individuales de PAGA para los Empleados agraviados en función de su participación en los períodos de pago trabajados durante el período de PAGA.

E. Los Miembros del Colectivo Participante tienen derecho a objetar cualquiera de estas deducciones. El Tribunal examinará todas las objeciones.

3. Liquidación Neta distribuida a los Miembros del Colectivo. Después de realizar las deducciones anteriores en los montos aprobados por el Tribunal, el Administrador del Acuerdo distribuirá el resto del Monto del Acuerdo (el "Monto Neto del Acuerdo") realizando Pagos Individuales del Colectivo a los Miembros Participantes del Colectivo en función de su parte prorrateada del total de Semanas Trabajadas durante el Período del Colectivo.

4. Impuestos adeudados sobre los pagos a los Miembros del Colectivo. El Demandante y los Demandados solicitan al Tribunal que apruebe una asignación de un tercio (33.333%) de cada Pago Individual del Colectivo a los salarios imponibles ("Porción de Salario") y dos tercios (66.667%) a sanciones e intereses ("Porción No Salarial"). La porción del salario está sujeta a retenciones y se reportará en los formularios W-2 del IRS. Los Demandados pagarán por separado los impuestos sobre la nómina

correspondientes al empleador que adeuden sobre la Porción de Salario. Los Pagos Individuales de PAGA se cuentan como sanciones en lugar de salarios a fines fiscales. El Administrador reportará los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales del Colectivo en los Formularios 1099 del IRS.

Aunque el Demandante y los Demandados han acordado estas asignaciones, ninguna de las partes le da ningún consejo sobre si sus Pagos están sujetos a impuestos o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las sanciones y los intereses sobre los impuestos atrasados) sobre cualquier pago recibido del Acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

5. Necesidad de cobrar los cheques de pago con prontitud. El anverso de cada cheque emitido como Pagos Individuales del Colectivo y los Pagos Individuales de PAGA indicará la fecha de vencimiento del cheque (la "fecha de nulidad"). Si no cobra el primer cheque antes de la fecha de nulidad, comuníquese con el Administrador del Acuerdo. Sin embargo, si no cobra ninguno de los cheques dentro de los 180 días posteriores al envío de su segundo cheque, su cheque se cancelará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Controlador del Estado de California a su nombre. Si el dinero representado se envía al Fondo de Propiedad No Reclamada del Controlador, debe consultar las reglas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

6. Solicitudes de Exclusión del Acuerdo Colectivo (Optar por no participar). Usted será tratado como un Miembro Participante del Colectivo, participando plenamente en el Acuerdo, a menos que opte por no participar en el Acuerdo, no más tarde de la Fecha Límite de Respuesta. Consulte la Sección 6 de este Aviso para obtener detalles sobre cómo excluirse.

7. El acuerdo propuesto será nulo si el Tribunal niega la aprobación final. Es posible que el Tribunal se niegue a otorgar la Aprobación Final del Acuerdo o se niegue a dictar una sentencia. También es posible que el Tribunal dicte una sentencia que sea revocada en apelación. El Demandante y los Demandados han acordado que, en cualquier caso, el Acuerdo será nulo: los Demandados no pagarán ningún dinero y los Miembros del Colectivo no renunciarán a ninguna reclamación contra los Demandados.

8. Administrador del Acuerdo. El Tribunal ha designado a una empresa neutral, Xpand Legal (el "Administrador del Acuerdo") para enviar este Aviso, calcular y realizar pagos, y procesar las Solicitudes de Exclusión de los Miembros del Colectivo. El Administrador del Acuerdo también decidirá cualquier Disputa durante las semanas trabajadas, enviará y reenviará cheques del Acuerdo y formularios de impuestos, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador del Acuerdo se encuentra en la Sección 9 de este Aviso.

9. Liberación de los Miembros Participantes del Colectivo. Después de que la sentencia sea definitiva y los Demandados hayan financiado el Monto del Acuerdo y pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros Participantes del Colectivo tendrán legalmente prohibido hacer valer cualquiera de las reclamaciones liberadas en virtud del Acuerdo. Esto significa que, a menos que haya optado por excluirse válidamente del Acuerdo Colectivo, no puede demandar, continuar demandando ni formar parte de ninguna otra demanda contra los Demandados o las "Partes Exoneradas" (es decir, los Demandados, junto con sus funcionarios, directores, empleados y agentes) sobre la base de los hechos alegados en la Acción por salarios basados en los hechos alegados en la Acción durante la duración del Período del colectivo, que se resuelvan mediante este Acuerdo.

Los Miembros Participantes del Colectivo estarán obligados por la siguiente liberación:

Todos los Miembros Participantes del Colectivo liberan a los Demandados y a las Partes Exoneradas de cualquiera de las reclamaciones establecidas en la Demanda y de aquellas basadas únicamente en los hechos de la Demanda, incluyendo: (1) no pagar los salarios mínimos, (2) no pagar los salarios por horas extras, (3) no proporcionar períodos de comida o pagar salarios premium por períodos de comida perdidos, (4) no proporcionar descansos o pagar salarios premium por períodos de descanso perdidos, (5) no reembolsar los gastos comerciales, (6) no pagar oportunamente los salarios finales, (7) no proporcionar estados de salarios detallados y precisos, y (8) competencia desleal e ilegal según el Código Comercial y Profesional §§ 17200 y siguientes.; así como las reclamaciones que surjan en virtud del Código Laboral de California §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 y 2802; y reclamaciones alegadas en virtud de la Orden Salarial de la Comisión de Bienestar Industrial de California aplicable. El período de tiempo que rige las Reclamaciones colectivas exoneradas será en cualquier momento durante el Período del Colectivo.

10. Liberación de reclamaciones liberadas de PAGA. Una vez que la sentencia del Tribunal sea definitiva y los Demandados hayan pagado el Monto del Acuerdo (y pagado por separado los impuestos sobre la nómina del lado del empleador), el Demandante y el Estado de California y la LWDA liberarán y exonerarán completamente a las Partes Exoneradas de las Reclamaciones de PAGA Liberadas durante el Período de PAGA, incluidas todas las Reclamaciones de PAGA que el Demandante alegó contra las Partes Exoneradas, sobre la base de los hechos establecidos en las cartas de notificación pertinentes de la LWDA y solo en la medida en que se aleguen en la Demanda, incluidas todas las reclamaciones de PAGA que soliciten sanciones civiles

basadas en: (1) no pagar los salarios mínimos, (2) no pagar los salarios por horas extras, (3) no proporcionar los períodos de comida o no pagar los salarios premium por períodos de comida perdidos, (4) no proporcionar descansos o pagar salarios premium por períodos de descanso perdidos, (5) no reembolsar los gastos comerciales, (6) no pagar oportunamente los salarios en cada período de pago, (7) no pagar oportunamente los salarios tras la separación del empleo, (8) no proporcionar estados de salarios detallados precisos, y (9) todas las demás reclamaciones de sanciones civiles recuperables bajo la Ley de Fiscales Generales Privados, Código Laboral §§ 2698 y siguientes basándose en los hechos o reclamaciones alegados en la Carta de Notificación y Demanda de LWDA, incluidas las reclamaciones que se basan en el Código Laboral de California §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 y 2802. El período de tiempo que rige las Reclamaciones de PAGA Liberadas será en cualquier momento durante el Período de PAGA.

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

1. Pagos Individuales del Colectivo. El Administrador calculará los Pagos Individuales del Colectivo (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborables Trabajadas por todos los Miembros Participantes del Colectivo durante el Período del Colectivo, y (b) multiplicando el resultado por las Semanas Laborales Trabajadas de cada Uno de los Miembros Participantes del Colectivo durante el Período del Colectivo.

2. Pagos Individuales de PAGA. El Administrador del Acuerdo calculará los Pagos Individuales de PAGA (a) dividiendo \$7,500 entre el número total de períodos de pago de todos los Empleados Agraviados durante el Período de PAGA y (b) multiplicando el resultado por el número de períodos de pago de cada Empleado Agraviado individualmente durante el Período de PAGA.

3. Disputar las semanas laborales y los períodos de pago trabajados. El número de semanas laborales en las que trabajó para TVDI durante el Período del Colectivo y el total de períodos de pago trabajados durante los Períodos de PAGA, según se registran en los registros de TVDI, se indican en las tablas de la página 1 de este Aviso. Tiene hasta **el 22 de abril de 2025** (la "Fecha límite de respuesta") para disputar la cantidad de semanas laborales o períodos de pago que se le acreditaron enviando por correo al Administrador del Acuerdo el Formulario de Disputa adjunto. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Debe respaldar su disputa enviando copias de talones de pago u otros registros. El Administrador del Acuerdo aceptará el cálculo de las semanas trabajadas de los Demandados basado en los registros de los Demandados como preciso, a menos que usted envíe copias de los registros que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador del Acuerdo resolverá las disputas en función de su presentación y de los aportes de los Abogados del Colectivo y de los Abogados de los Demandados. La decisión del Administrador del Acuerdo es definitiva. No puede apelar ni impugnar su decisión final.

5. ¿CÓMO ME PAGARÁN?

1. Miembros Participantes del Colectivo y Empleados Agraviados. El Administrador enviará, por correo postal de los EE. UU., dos cheques a cada Miembro Participante del Colectivo (que incluye a todos los Miembros del Colectivo que no se excluyan) y Empleado Agraviado calificado, de la siguiente manera: el 50% de su participación aproximadamente el 11 de diciembre de 2025 y el 50% de su participación aproximadamente el 11 de diciembre de 2026. El cheque combinará el Pago Individual del Colectivo y el Pago Individual de PAGA, si corresponde.

2. Solo para Miembros del Colectivo No participantes/Empleados Agraviados. Si optó por no participar en el Acuerdo Colectivo, pero califica como Empleado Agraviado, entonces el Administrador del Acuerdo enviará, por correo postal de EE. UU., un solo cheque de Pago Individual de PAGA a cada Empleado Agraviado, incluidos aquellos que se excluyan del Acuerdo Colectivo.

Su cheque se enviará a la misma dirección que este Aviso. Si cambia su dirección, asegúrese de notificar al Administrador del Acuerdo lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador del Acuerdo.

6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?

A usted se le considerará como un Miembro Participante del Colectivo, participando plenamente en el Acuerdo, a menos que opte por no participar en el Acuerdo, no más tarde de la Fecha Límite de Respuesta. Para optar por no participar, debe completar, firmar y enviar por correo al Administrador del Acuerdo el Formulario de Solicitud de Exclusión adjunto, con matasellos del día o antes de la Fecha Límite de Respuesta (como recordatorio, **la "Fecha Límite de Respuesta" es el 22 de abril de 2025**). Cualquier persona que presente oportunamente una Solicitud de Exclusión de las Demandas Colectivas (1) no tendrá ningún derecho en virtud de este Acuerdo, incluido el derecho a objetar, apelar o comentar sobre el Acuerdo; (2) no tendrá derecho a recibir un Pago Individual del Colectivo; (3) conservará el derecho a presentar las Reclamaciones Colectivas

Exoneradas, y (4) no estará obligado por este Acuerdo, ni por la Sentencia, en cuanto a las Reclamaciones Colectivas Exoneradas.

No puede excluirse de la parte de PAGA del Acuerdo. Los Miembros del Colectivo que se excluyan de las Reclamaciones del Colectivo siguen siendo elegibles para recibir un Pago Individual de PAGA.

7. ¿CÓMO OBJETO EL ACUERDO?

Solo los Miembros Participantes del Colectivo tienen derecho a objetar el Acuerdo. Un Miembro del Colectivo Participante que no esté de acuerdo con cualquier aspecto del Acuerdo puede objetar. Si desea objetar el Acuerdo propuesto, usted o su propio abogado deben presentar una objeción por escrito en el Formulario de Objeción adjunto e incluir todas y cada una de las pruebas y documentos de respaldo. El Formulario de Objeción y cualquier prueba y documentos que lo acompañen deben enviarse al Administrador del Acuerdo a la dirección que figura en la Sección 9 en el Formulario de Objeción, **con matasellos** de la Fecha Límite de Respuesta o antes. Si no cumple con estos procedimientos y la fecha límite para presentar objeciones, es posible que el Tribunal no considere su objeción en la Audiencia de Aprobación Final y que pierda el derecho a objetar a la aprobación del Acuerdo. Todavía es elegible para recibir un pago del Acuerdo en caso de que el acuerdo se convierta en definitivo, incluso si se opone al acuerdo. La presentación de una objeción no preserva el derecho a apelar una sentencia definitiva. Más bien, el derecho a apelar se preserva al convertirse en una parte registrada al intervenir oportuna y adecuadamente o presentar una moción para anular la sentencia antes de la publicación de la sentencia.

8. ¿CUÁNDO ES LA AUDIENCIA DE APROBACIÓN FINAL?

El 15 de julio de 2025, a las 8:30 a.m., el Tribunal celebrará una audiencia pública en la Sala 1 del Tribunal Superior del Estado de California, Condado de Riverside, 4050 Main St, Riverside, CA 92501, con el fin de determinar si el Acuerdo propuesto es justo, adecuado y razonable y si debe ser aprobado, ya sea para aprobar las solicitudes de los Abogados del Colectivo de honorarios y costos de abogados, si se aprueban los pagos a la LWDA, y si se aprueba la solicitud del Demandante para la adjudicación del servicio. Esta audiencia puede que se prolongue o sea reprogramada por el Tribunal. Los objetantes al acuerdo propuesto recibirán una notificación en caso de que la Audiencia de Aprobación Final se prolongue hasta una fecha posterior. Los Miembros del Colectivo que apoyen el Acuerdo propuesto no necesitan comparecer en la audiencia y no necesitan tomar ninguna otra medida para indicar su aprobación. Los Miembros del Colectivo que se opongan al Acuerdo propuesto no están obligados a asistir a la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Si tiene preguntas sobre este Aviso, el Formulario de Solicitud de Exclusión, el Formulario de Disputa o el Formulario de Objeción adjuntos, o sobre el Acuerdo en sí, o si no recibió este Aviso por correo y cree que es o puede ser Miembro del Colectivo, debe comunicarse con el Administrador para obtener más información o para solicitar que una copia de este Aviso y solicitud de Exclusión.

Los Formularios de Objeción y disputa se le enviarán por correo. Si desea comunicarse directamente con los Abogados del Colectivo, puede comunicarse con ellos a través de la información a continuación. También puede buscar el consejo y la orientación de su propio abogado privado a su propio costo si así lo desea.

Este Aviso es solo un resumen. Para obtener información más detallada, puede revisar el Acuerdo de Resolución, que contiene los términos completos del Acuerdo propuesto, que se encuentra archivado en el Tribunal y adjunto a la Declaración de Brian J. Mankin en Apoyo de la Moción de Aprobación Preliminar del Acuerdo de Demanda Colectiva presentada el 5 de febrero de 2025 y disponible para ser inspeccionado en cualquier momento durante el horario habitual en la Oficina del Secretario, Tribunal Superior del Estado de California, Condado de Riverside, 4050 Main St, Riverside, CA 92501. También puede revisar los alegatos, registros y otros documentos archivados en esta demanda en la Oficina del Secretario o en línea en <https://epublic-access.riverside.courts.ca.gov/public-portal/>. Para acceder al expediente del caso, haga clic en "Búsqueda de número de caso", luego cree una cuenta gratuita en línea, escriba el número de caso (CVRI2400423) donde se solicitó y haga clic en "Buscar". También puede enviar un correo electrónico a los Abogados del Colectivo y solicitar una copia del Acuerdo de Resolución.

NO LLAME POR TELÉFONO AL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO

La información de contacto de los Abogados del Colectivo y del Administrador del Acuerdo es la siguiente:

Abogados del Colectivo	Administrador del Acuerdo
-------------------------------	----------------------------------

Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Misty Lauby, Esq. <i>misty@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave., PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	<i>Nava v. Temecula Valley Drywall Settlement Administrator</i> c/o Xpand Legal Consulting PO Box 51570 Irvine, CA 92619 classaction@xpandlegal.com Teléfono/Fax (888) 557-2773
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10. ¿QUÉ OCURRE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador del Acuerdo lo reemplazará siempre y cuando solicite un reemplazo antes de la fecha de nulidad del segundo cheque. Si sus fondos ya han sido enviados a la oficina del Controlador del Estado sin efecto, debe consultar al Fondo de Propiedad No Reclamada de California para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ OCURRE SI CAMBIO MI DIRECCIÓN?

Para recibir sus cheques, debe notificar inmediatamente al Administrador del Acuerdo si se muda o cambia su dirección postal.

DISPUTE FORM

Nava v. Temecula Valley Drywall, Inc.
(Riverside County Superior Court, Case No. CVRI2400423)

Please verify and/or complete any missing identifying information:

«FullBarcodeEncoded»

Xpand ID: «Xpand ID» - «Rec»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»]

The following charts are based on the records of Defendant Temecula Valley Drywall, Inc. and reflect the number of weeks worked during the Class Period and pay periods worked during the PAGA Period for Defendant Temecula Valley Drywall in California as a nonexempt (hourly paid) employee.

<i>Data Points for Calculations of Individual Class Payment</i>	
Workweeks Worked from 1/25/2020 to 10/16/2024	INSERT

<i>Data Points for Calculations of Individual PAGA Payment</i>	
Pay Periods Worked from 1/25/2023 to 10/16/2024	INSERT

**DO YOU DISAGREE WITH ANY OF THE INFORMATION ABOVE AND WANT
THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?**

☐ **NO: STOP HERE -- DO NOT RETURN THIS FORM.**

☐ **YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.**

Please state why you believe that you should be credited with more Workweeks worked or Pay Periods worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination as to these issues.

Signed on _____, 2025

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN APRIL 22, 2025:

Settlement Administrator:

Nava v. Temecula Valley Drywall Settlement Administrator
c/o Xpand Legal Consulting
PO Box 51570
Irvine, CA 92619
classaction@xpandlegal.com
Phone/Fax (888) 557-2773

FORMULARIO DE DISPUTA

Nava v. Temecula Valley Drywall, Inc.

(Tribunal Superior del Condado de Riverside, Caso N.º CVRI2400423)

Verifique y/o complete cualquier información de identificación que falte:

«FullBarcodeEncoded»

Xpand ID: «Xpand ID» - «Rec»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

Los siguientes gráficos se basan en los registros del Demandado Temecula Valley Drywall, Inc. y reflejan la cantidad de semanas trabajadas durante el Período del Colectivo y los períodos de pago trabajados durante el Período de PAGA para el Demandado Temecula Valley Drywall en California como empleado no exento (pagado por horas).

<i>Puntos para el cálculo del Pago Individual del Colectivo</i>	
Semanas laborales trabajadas desde el 25 de enero de 2020 al 16 de octubre de 2024	INSERT

<i>Puntos para el cálculo del Pago Individual de PAGA</i>	
Períodos de pago trabajados desde el 25 de enero de 2023 al 16 de octubre de 2024	INSERT

¿NO ESTÁ DE ACUERDO CON ALGUNA DE LA INFORMACIÓN ANTERIOR Y DESEA QUE LAS PARTES Y EL ADMINISTRADOR INVESTIGUEN MÁS A FONDO?

☐ **NO: DETÉNGASE AQUÍ – NO DEVUELVA ESTE FORMULARIO.**

☐ **SÍ: RELLENE EL REVERSO Y DEVUELVA ESTE FORMULARIO.**

Por favor, indique por qué cree que se le deben acreditar más semanas laborales trabajadas o períodos de pago trabajados de los que se muestran en la tabla y adjunte copias (no originales) de la documentación de respaldo. Las Partes y el Administrador del Acuerdo considerarán su disputa y tomarán una determinación en cuanto a este asunto.

Firmado el _____ de 2025

[NOMBRE]

ENVÍE AL ADMINISTRADOR DEL ACUERDO POR CORREO POSTAL DE LOS EE. UU., CON MATASELLOS DEL 22 DE ABRIL DE 2025 A MÁS TARDAR:

Administrador del Acuerdo:

Nava v. Temecula Valley Drywall Settlement Administrator
c/o Xpand Legal Consulting
PO Box 51570
Irvine, CA 92619
classaction@xpandlegal.com
Teléfono/Fax: (888) 557-2773

REQUEST FOR EXCLUSION FORM

Nava v. Temecula Valley Drywall, Inc.
(Riverside County Superior Court, Case No. CVRI2400423)

«FullBarcodeEncoded»

Xpand ID: «Xpand ID» - «Rec»
«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Nava v. Temecula Valley Drywall, Inc.* (Riverside Superior Court Case No. CVRI2400423). I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment. I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an Aggrieved Employee (see first page of the Notice), I will receive an Individual PAGA Payment and give up my rights to pursue the Released PAGA Claims even if I exclude myself.

Signed on _____, 2025

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN
APRIL 22, 2025:

Settlement Administrator:

Nava v. Temecula Valley Drywall Settlement Administrator
c/o Xpand Legal Consulting
PO Box 51570
Irvine, CA 92619
classaction@xpandlegal.com
Phone/Fax (888) 557-2773

Questions? Please call the Settlement Administrator at: (888) 557-2773

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Nava v. Temecula Valley Drywall, Inc.

(Tribunal Superior del Condado de Riverside, Caso N.º CVRI2400423)

«FullBarcodeEncoded»

Xpand ID: «Xpand ID» - «Rec»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

¿DESEA PARTICIPAR EN EL ACUERDO Y RECIBIR UN CHEQUE DEL ACUERDO? (marque la casilla que corresponda)

☐

SÍ: DETÉNGASE AQUÍ – NO DEVUELVA ESTE FORMULARIO. NO NECESITA TOMAR NINGUNA MEDIDA PARA PARTICIPAR EN EL ACUERDO.

☐

NO: FIRME, FECHE Y DEVUELVA ESTE FORMULARIO PARA EXCLUIRSE DEL ACUERDO.

Al firmar a continuación, me excluyo del Acuerdo:

NO deseo participar en el acuerdo *Nava v. Temecula Valley Drywall, Inc.* (Tribunal Superior de Riverside, Caso N.º CVRI2400423). Al excluirme, entiendo que ya no seré un Miembro del Colectivo y no recibiré un Pago Individual del Colectivo. Además, entiendo que no puedo excluirme de la parte PAGA del Acuerdo, y que si califico como Empleado Agraviado (consulte la primera página del Aviso), recibiré un Pago Individual de PAGA y renunciaré a mis derechos de presentar las Reclamaciones de PAGA Liberadas, incluso si me excluyo.

Firmado el _____ de 2025

NOMBRE

ENVÍE AL ADMINISTRADOR DEL ACUERDO, POR CORREO POSTAL DE LOS EE. UU., CON MATASELLOS DEL 22 DE ABRIL DE 2025 A MÁS TARDAR:

Administrador del Acuerdo:

Nava v. Temecula Valley Drywall Settlement Administrator
c/o Xpand Legal Consulting
PO Box 51570
Irvine, CA 92619
classaction@xpandlegal.com
Teléfono/Fax: (888) 557-2773

OBJECTION FORM

Nava v. Temecula Valley Drywall, Inc.

(Riverside County Superior Court, Case No. CVRI2400423)

«FullBarcodeEncoded»

Xpand ID: «Xpand ID» - «Rec»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Nava v. Temecula Valley Drywall, Inc.* (Riverside Superior Court Case No. CVRI2400423) on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2025

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN APRIL 22, 2025:

Settlement Administrator:

Nava v. Temecula Valley Drywall Settlement Administrator
c/o Xpand Legal Consulting
PO Box 51570
Irvine, CA 92619
classaction@xpandlegal.com
Phone/Fax (888) 557-2773

FORMULARIO DE OBJECCIÓN

Nava v. Temecula Valley Drywall, Inc.

(Tribunal Superior del Condado de Riverside, Caso N.º CVRI2400423)

«FullBarcodeEncoded»

Xpand ID: «Xpand ID» - «Rec»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

¿SE OPONE AL ACUERDO? (marque la casilla que corresponda)

☐

NO: DETÉNGASE AQUÍ -- NO DEVUELVA ESTE FORMULARIO

☐

SÍ: RELLENE EL REVERSO Y DEVUELVA ESTE FORMULARIO

El Tribunal tendrá en cuenta su objeción en la Audiencia de Aprobación Final si presenta una declaración de objeción por escrito oportuna y válida. Cualquier objeción debe describir la naturaleza y el fundamento de la objeción, y cualquier otra información que deseara ser considerada por el Tribunal.

Yo OBJETO al Acuerdo en el caso de *Nava v. Temecula Valley Drywall, Inc.* (Tribunal Superior de Riverside, Caso N.º CVRI2400423) por los siguientes motivos: (si es necesario espacio adicional, incluya hojas de papel adicionales):

Firmado el _____ de 2025

NOMBRE

ENVÍE AL ADMINISTRADOR DEL ACUERDO POR CORREO POSTAL DE EE. UU., CON
MATASELLOS DEL 22 DE ABRIL DE 2025 A MÁS TARDAR:

Administrador del Acuerdo:

Nava v. Temecula Valley Drywall Settlement Administrator
c/o Xpand Legal Consulting
PO.Box 51570
Irvine, CA 92619
classaction@xpandlegal.com
Teléfono/Fax: (888) 557-2773

EXHIBIT “C”

XPAND

Case Name:

Nava v. Temecula Valley Drywall

Date:

October 24, 2024

Client Name:

Brian Mankin

Client Email:

brian@lmlfirm.com

Xpand Contact:

Jonathan Paul

Xpand Contact Email Address:

jonathan@xpandlegal.com

Xpand Contact Phone Number:

310.948.7117

*Cost Estimate for Legal Administration Services

*Pricing Good for 90 Days

*Assumes Scope Within - Additional Services Priced Accordingly

Key Assumptions Used for Pricing

Class Size	300
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	Yes
Spanish Translation	Yes
National Change of Address (NCOA)	Yes
Wage Tax Reporting	Yes
Number of States for Tax Reporting	1
Number of Payment Distributions	2
Tax Reporting Years	1
Remaining Funds After Distribution	Controller

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	\$125.00	1	\$125.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	\$125.00	1	\$125.00
NCOA (Includes CASS & LACS)	Flat Fee	\$250.00	1	\$250.00
Spanish Translation	Flat Fee	\$400.00	1	\$400.00
Toll Free Telephone Support	Flat Fee	\$628.00	1	\$628.00
Static Website	Flat Fee	\$250.00	1	\$250.00
Total				\$1,778.00

*Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at \$125/hour.

Notification

Service	Type	Cost Per Piece	Volume	Total
Print & Mail Notice Package	Per Piece	\$0.75	300	\$225.00
USPS First Class Mail - 1oz	Per Piece	\$0.70	300	\$210.00
Submission Processing (Opt Outs, Disputes, Objections)	Hourly	\$75.00	5	\$375.00
Undeliverable Mail Processing	Per Piece	\$2.00	30	\$60.00
Address Trace Undeliverable Mail	Per Piece	\$2.00	30	\$60.00
Remail Notice Package (Undeliverable & Forwards)	Per Piece	\$3.00	39	\$117.00
Total				\$1,047.00

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	\$125.00	5	\$625.00
Status Reporting (Ongoing & Final)	Hourly	\$75.00	3	\$225.00
Declaration (Final Approval & Payment)	Hourly	\$125.00	2	\$250.00
Executive Oversight	Hourly	\$200.00	1	\$200.00
Total				\$1,300.00

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	\$125.00	2	\$250.00
Data Analyst - Payment File Production & Quality Review	Hourly	\$125.00	2	\$250.00
Print & Mail Payments (50% December 2025)	Per Piece	\$1.00	300	\$300.00
Print & Mail Payments (50% December 2026)	Per Piece	\$1.00	200	\$200.00
USPS First Class Mail - 1oz	Per Piece	\$0.70	300	\$210.00
Undeliverable Payment Processing	Per Piece	\$2.00	30	\$60.00
Address Trace Undeliverable Mail	Per Piece	\$2.00	30	\$60.00
Remail Payments (Undeliverable & Forwards)	Per Piece	\$5.00	39	\$195.00
Tax ID Setup & Shutdown	Flat Fee	\$500.00	1	\$500.00
Qualified Settlement Fund (QSF) Creation, Reporting & Closure	Hourly	\$125.00	8	\$1,000.00
QSF Monthly Fees & Account Reconciliation	Per Piece	\$100.00	4	\$400.00
Process Remaining Funds	Flat Fee	\$750.00	1	\$750.00
Total				\$4,175.00

Total Case Cost - Flat Fee: \$8,300.00

Terms & Conditions

All services to be provided by Xpand Legal (hereinafter, "Xpand") to Client shall be subject to the following Terms and Conditions of this Agreement:

- **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are referenced and in accordance of the Court's direction. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not include any services not referenced in the request for proposal. These services do not constitute legal services or advice. Xpand is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
- **Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates and are subject to change. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to Xpand. Actual fees charged by Xpand to Client may be greater or less than the estimate, and Client shall be responsible for the payment of all charges and expenses in accordance with Section 3 below. Charges incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
- **Payment of Charges:** Xpand will process payment of charges once payments are made to class members and counsel in accordance with direction from the court. However, decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement or case status, do not affect the Client's liability to Xpand for payment of services. Services are not provided on a contingency fee basis.
- **Indemnification:** Client will indemnify and hold Xpand (and the officers, employees, affiliates and agents harmless against any Losses incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any aspect of the project by Xpand in accordance with Client's instructions.
- **Confidentiality:** Xpand maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of data provided to Xpand by Client or another party to the action. Should Xpand ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client will have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
- **Data Rights:** Xpand does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
- **Document Retention:** Unless directed otherwise in writing by Client, Xpand will maintain documents and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
- **Limitation of damages:** Xpand is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of Xpand to the Client shall not exceed the total amount billed to the Client for the services that give rise to any loss.
- **Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to Xpand. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Xpand may terminate this Agreement at will (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client. The Client is obligated to pay for all Services at the time of termination under this paragraph; no deferral period shall take place.
- **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
- **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
- **Waiver of Rights:** No failure or delay on the part of either party in exercising any right will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing.
- **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
- **Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
- **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.