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Attorneys for Plaintiffs CATALINA PALACIOS and RUBY RODRIGUEZ and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CATALINA PALACIOS, an individual; RUBY RODRIGUEZ, an individual; on behalf of themselves and all others similarly situated and the general public, Plaintiffs, vs. WOODCRAFT RANGERS, a California corporation; and DOES 1 to 100, inclusive, Defendants.	Case No. 24STCV16531 [Assigned for All Purposes to: The Hon. William F. Highberger, Dept. SS10] **DECLARATION OF JONATHAN PAUL RE NOTICE PROCEDURES**

I, Jonathan Paul, declare as follows:

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

I. EXPERIENCE

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

II. OVERVIEW OF XPAND LEGAL'S RESPONSIBILITIES

3. Xpand's responsibilities in administering the settlement in this action to date have included the following: (a) Establishing a Qualified Settlement Fund ("QSF"); (b) Mailing the Class Notice to Class Members and Aggrieved Employees; (c) Securing a post office box to which Class Members and Aggrieved Employees can send Requests for Exclusions, Objections and/or other communications; (d) Establishing a toll-free telephone number which provides Class Members and Aggrieved Employees with information about the proposed Settlement; and (e) Establishing and maintaining a settlement administration website, which provides Class Members and Aggrieved Employees with information about the proposed settlement and allows Class Members and Aggrieved Employees to view and to download settlement documents.

III. CLASS NOTICE

4. In accordance with the Settlement Agreement, one of Xpand's primary responsibilities was to cause the Class Notice to be mailed to all known Class Members and Aggrieved Employees by first-class mail and emailed to all available email addresses. On

September 14, 2026, Xpand received from Defense Counsel a file containing 4,008 records, which contained the Name, Position ID, Address, Phone Number, SSN, Job Position, Employment Status, Last Rate of Pay, Number of Workweeks, and Pay Periods for known Class Members and/or Aggrieved Employees. As part of the preparation for mailing, Xpand ran all 4,008 records with a mailing address through the National Change of Address database (NCOA) and updated all records prior to mailing. On September 28, 2026, Xpand mailed a Class Notice to all 4,008 Class Members and/or Aggrieved Employees. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit B**. As of the date of this declaration, 40 Notices have been returned as undeliverable, without a forwarding address. These records were sent out for skip-tracing, and updated addresses were received for 34 records. As such, 34 Notices were re-mailed, and 6 Notices remain undeliverable.

IV. CLAIMANT COMMUNICATION

5. Xpand established Post Office Box 51570, Irvine, CA 92619 to receive written communication from Class Members and Aggrieved Employees, including correspondence, requests for exclusion, or copies of written objections.

6. As of the date of the declaration, Xpand has not received any workweek disputes.

7. As of the date of the declaration, Xpand has received one (1) timely request for exclusion. The request was submitted by Sophie Quinones.

8. As of the date of the declaration, Xpand has not received any objections to the settlement.

9. The deadline for requesting exclusions and submitting objections was November 10, 2026.

V. TELEPHONE SUPPORT

10. Xpand established a toll-free number to allow Class Members and/or Aggrieved Employees to call our agents and ask any questions or request more information.

11. On September 28, 2026, Xpand activated a toll-free number, 888-557-773, which allows Class Members and/or Aggrieved Employees to receive information and provide answers about the settlement, and allows Class Members to request a Class Notice.

VI. SETTLEMENT ADMINISTRATION WEBSITE

12. The settlement administration website, https://www.xpandlegalcase.com/palacios-v-woodcraft-rangers, was activated on September 28, 2026. This website provides Class Members and/or Aggrieved Employees with general information about the proposed settlement and makes copies of Court documents and the mailed Class Notice available to Class Members and/or Aggrieved Employees in English and Spanish. Screenshots of the settlement website are attached hereto as **Exhibit C**.

VII. CLASS LIST AND PRELIMINARY DISTRIBUTION CALCULATIONS

14. Xpand received the necessary information from Defendant for each Class Member and/or Aggrieved Employee, including their Name, Position ID, Address, Phone Number, SSN, Job Position, Employment Status, Last Rate of Pay, and number of Workweeks for each Class Member during the Class Period and number of Pay Periods for each Aggrieved Employee during the PAGA Period.

15. Per the Settlement Agreement, and subject to Court approval, Xpand will be deducting from the Gross Settlement Amount of $600,000.00, Class Counsel Fees in the amount of $200,000.00 and Class Counsel Litigation Expenses in the amount of $16,873.57; Class Representative Service Payments in the amount of $7,500.00 each – totaling $15,000.00; administration expenses in an amount not to exceed $24,000.00; and the PAGA payment of $10,000.00 of which seventy-five percent (75%), or $7,500.00 will be paid out to the LWDA, and the remaining twenty-five percent (25%), or $2,500.00 will be paid to Aggrieved Employees. This will leave a Net Settlement Amount of $331,000.00, which will be distributed proportionally based on the number of workweeks for all Class Members who do not opt out of the Class. The estimated amount per workweek is $1.53 and the estimated amount per PAGA pay period is $0.04. The average gross amount payable to a Participating Class Member is approximately $83.36. The highest gross amount payable to a Participating Class Member is approximately $416.98. The average PAGA Payment to the PAGA Group Members is $0.86.

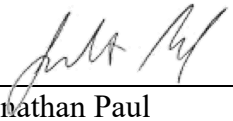
16. Xpand seeks approval of settlement administration fees and costs in an amount not to exceed $24,000.00, covering expenses incurred to date and anticipated expenses to complete

the administration. Xpand will perform the remaining tasks, including calculating settlement payments, issuing and mailing settlement checks, and handling required tax filings and reporting.

17. A true and correct copy of Xpand's December 22, 2025 quote is attached hereto as **Exhibit D**. The quote itemizes the estimated costs for case setup, notification, project management, and distribution.

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

Dated: November 20, 2026



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

Some of the cases Xpand has managed:

- *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 CA, 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:*
- *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 CA County of SD, 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 CA, County of Los Angeles*
- *Aguero, et al. v. SR Long Beach FD, et al., Superior Court of CA, County of Los Angeles, Case No. BC650977*
- *Arizmendi v. Diamond Environmental, Superior Court of CA, County of San Diego, Case No. 37-2023-00051655-CU-OE-CTL*
- *Ascencio v. Kumar Hotels, Superior Court of CA, County of Tehama, Case No. 23C1-00020*
- *Betancur v. Pride Conveyance Systems, Inc., Superior Court of CA, County of San Benito, Case No. CU-21-000022*
- *Britton v. Rice Wings, LLC, Superior Court of Washington, County of King at Kent, Case No. 23-2-09301-1 KNT*
- *California Truck Centers, Superior Court for the State of California, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006967*
- *Calkins v. United Security, Superior Court of CA, County of Los Angeles, Case No. 20STCV35391*
- *Clayton v. Soho House, LLC, et al., Superior Court of CA, County of Los Angeles, Case No. 24SMCV02114*
- *Flores v. JR & MRP, Superior Court of CA, County of Los Angeles, Case No. 56-2021-00557205-CU-OE-VTA*

- *Gatica-Castro v. Specialty Team Plastering, Inc., Superior Court of CA, County of Santa Barbara, Case No. 22CV01120*
- *Guinto v. C&K Market, Superior Court of CA, County of Siskiyou, Case No. SCCV-CVCV-2021-964*
- *Hawkins, et al. v. Ontel Security Services, Inc., Superior Court of CA, County of Stanislaus, Case No. CV-20-005404*
- *Horowitz v. Skywest Airlines, Inc. United States District Court Northern District of CA – San Francisco, Case No, 21-CV-04674-MMC*
- *Huffman v. K&M Casinos, Inc., Superior Court of CA, County of Sacramento, Case No. 34-2021-00300960*
- *Kaiser v. Equity Residencial Management, Superior Court of CA, County of Los Angeles, Case No. 21STCV42487*
- *Lambert v. Dual Diagnosis PAGA, Superior Court of CA, County of Los Angeles – Spring Street Courthouse, Case No. BC616149*
- *Laninovich v. Bear Valley Springs, Superior Court of CA for the County of Kern, Case No. BCV-21-102750-BCB*
- *LaVia v. Curaleaf Holdings, Inc., Supreme Court of the State of NY, County of Nassau, Case No. 610309/2024*
- *Lopez v. DH Long Point Management LLC, Superior Court of CA, County of Los Angeles – Spring Street Courthouse, Case No. 21STCV35029*
- *Mayorga, et al. v. Qualawash Holding, LLC, et al., Superior Court of CA, County of Los Angeles, Case No. 23STCV00914 and 23NWCV00148*
- *McLane v. GoPlus Corp, Superior Court of CA, County of San Bernadino- Civil Division-Complex, Case No. C1VDS1819150*
- *Mireles v. Lodi Memorial Hospital, Superior Court of CA, County of San Joaquin, Case No.STK-CV-UOE-2020-0004458*
- *Moreno, et al. v. Infiniti Group, LLC, et al., Superior Court of CA, County of San Bernadino, Case No. C1VSB2223551*
- *Norfleet v. RevCore Recovery Center, Supreme Court of the State of New York, Case No. 617754/2023*
- *Norris v. CG Hospitality Group, Inc., Superior Court of CA, County of Los Angeles, Case No. 23STCV12946*
- *Pascual v. Heritage on the Marina, Superior Court of CA, County of San Francisco, Case No. CGC-23-607790*
- *Pipich, et al. v. O'Reilly Auto Enterprises, LLC, et. al., United States District Cour for the Southern District of CA, Case No. 3:21-cv-00120-L-JLB*
- *Sanchez v. JR Pierce Plumbing, Superior Court of CA, County of Sacramento, Case No. 34-2021-00300960-CU-OE-GDS*
- *Sanchez v. MiTac Information Systems Corp., et al., Superior Court of CA, County of Alameda, Case No. 22CV005940*
- *Santos v. Replanet Packaging, Superior Court of CA, County of Tulare, Case No. VCU285878*
- *Sim v. Maddox Resources, Inc., Superior Court of CA, County of Los Angeles, Case No. 22STCV20798*
- *Sorensen v. P.F. Automotive, Superior Court of CA, County of San Diego, Case No. 37-2023-0025169-CU-OE-CTL*
- *Sproul v. IKEA, Superior Court of CA, County of Kern, Case No. BCV-20-101600*
- *Tellez v. Mercy Housing Management, Superior Court of CA, County of Alameda, Case No. 23CV031003*
- *Touch v. Cox Automotive, United States District Court Eastern District of CA, Case No. 2:23-cv-09145-TLN-CSK*
- *Trimmer, et al. v. Barclay Water Management, Inc., Supreme Court of the State of New York, New York County, Case No. 653139/24*

- *Vasquez v. PJ Farm Labor, Superior Court of CA, County of Kings, Case No. 22C-0382*
- *Wolff v. Enterprise Fleet Management, Inc., Superior Court of CA, County of Los Angeles, Case No. 23STCV16885*
- *Wright v. Home Box Office, Inc., et al, Superior Court of CA, County of Los Angeles, Case No. 21STCV19636*
- Mass Tort: Several medical device, pharmaceutical cases, natural disaster, fire and sexual abuse cases which are confidential.

EXHIBIT “B”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL
Catalina Palacios, et al. v. Woodcraft Rangers
Los Angeles Superior Court Case No.: 24STCV16531

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against WOODCRAFT RANGERS ("Defendant") for alleged wage and hour violations. The Action was filed by Catalina Palacios and Ruby Rodriguez ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California at any time during the Class Period of July 2, 2020 through September 22, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California during the PAGA Period of April 23, 2023 through September 22, 2025 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked ____ workweeks during the Class Period and you worked ____ pay periods during the PAGA Period**. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion by mail, e-mail, or fax, notifying the Administrator, Xpand Legal Consulting, of your request to be excluded. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt-out of the Class Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. **The Opt-out Deadline is November 10, 2026.**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by mail, e-mail, or fax. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. **Written Objections Must be Submitted by November 10, 2026.**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the December 15, 2026, Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on **December 15, 2026**. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. **Written Challenges Must be Submitted by <u>November 10, 2026.</u>**	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **<u>November 10, 2026.</u>** See Section **4** of this Notice. The Administrator will initially determine challenges to calculations of Workweeks/Pay Periods, but the Court may review the Administrator's decision.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide compliant meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by attorneys in the Action: BARTZ LAW GROUP, APC and UNITED EMPLOYEES LAW GROUP, PC ("Class Counsel"). Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendant is represented by attorneys in the Action: LANDEGGER VERANO, ALC ("Defense Counsel").

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

(1) <u>Defendant Will Pay $600,000.00 as the Gross Settlement Amount ("Gross Settlement").</u> Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency

("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement within 90 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

a) Up to $200,000.00 (33⅓% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

b) Up to $7,500.00 to each named plaintiff as Class Representative Service Payments (i.e. a total of $15,000.00) for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

c) Up to $24,000 to the Administrator for services administering the Settlement.

d) Up to $10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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

(4) Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. 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 Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes, if applicable) 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 will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. (https://www.sco.ca.gov/search_upd.html).

(6) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **November 10, 2026**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **November 10, 2026**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) who are Aggrieved Employees remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA claims alleged in the Action.

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

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

(9) Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the "Released Class Claims" released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its related entities based on the Class claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the release of the following "Released Class Claims":

All Participating Class Members and Plaintiffs, on behalf of themselves and their respective former and present representatives, insurers, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged based on the facts set forth in the Operative Complaint in the Action that arose during the Class Period including without limitation with respect to the following claims: (1) Violation of California Business and Professions Code 17200, et seq.; (2) Failure to pay minimum and overtime wages; (3) Failure to timely pay wages during employment; (4) Failure to timely pay wages upon termination; (5) Failure to provide complete and accurate wage statements; (6) Failure to provide meal periods or pay premium pay; (7) Failure to provide rest periods or pay premium pay; (8) Failure to reimburse necessary business-related expenses and costs; and (9) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and Released PAGA Claims being released by Aggrieved Employees, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The "Released Parties" means: Defendant, and any of its past, present and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, executive-level employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

(10) Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting any of the "Released PAGA Claims" against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA claims alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged or reasonably could have been alleged in the Operative Complaint and the PAGA Notice, arising during or with respect to the PAGA Period. The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall bar any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

(1) Individual Class Payments. The "Net Settlement Amount" is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

(2) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of the PAGA Penalties ($2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

(3) Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records are stated in the first page of this Notice. You have until **November 10, 2026,** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via fax, email or mail. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

(1) Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.

(2) Non-Participating Class Members. The 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 (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, and include your identifying information (full name, address, telephone number, approximate dates of employment, and Social Security number for verification purposes). Your opt-out may be sent by mail, e-mail, or by fax. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by November 10, 2026, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed, e-mailed, or faxed to the Settlement Administrator, Xpand Legal Consulting, at classaction@xpandlegal.com. Objections must be postmarked no later than **November 10, 2026**. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written objections within this deadline.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **December 15, 2026,** at **1:30 p.m.** in Department SS10 of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed Settlement Agreement and other approval papers, which are on file with the clerk of the Los Angeles Superior Court, 111 North Hill Street, Los Angeles, California 90012, and may also be reviewed online at https://www.lacourt.org/casesummary/ui/index.aspx. You may also call or email class counsel using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:
Xpand Legal Consulting
classaction@xpandlegal.com
PO Box 51570
Irvine, CA 92619
Telephone: (888) 557-2773
Fax: (949) 996-7556

Attorneys for the Plaintiffs and Settlement Class Members:
Aaron A. Bartz, Esq.
aaron@bartzlawgroup.com
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Telephone: (949) 504-4413

Walter Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT WITH INQUIRIES.

AVISO APROBADO POR EL TRIBUNAL DE ACUERDO DE CONCILIACIÓN PARA DEMANDA COLECTIVA Y FECHA DE AUDIENCIA PARA LA APROBACIÓN DEFINITIVA DEL TRIBUNAL

Catalina Palacios, et al. v. Woodcraft Rangers
Caso del Tribunal Superior de Los Ángeles N.º 24STCV16531

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo con atención!
No es correo basura, propaganda o promoción de servicios legales. No es una demanda en su contra.

Usted puede calificar para recibir dinero de una demanda colectiva de empleados ("Demanda") contra WOODCRAFT RANGERS ("Demandado") por presuntas infracciones de salarios y horarios. La Demanda fue presentada por Catalina Palacios y Ruby Rodriguez ("Demandantes") y reclama el pago de (1) salarios debidos y otras medidas de compensación para un colectivo de todos los empleados actuales y exempleados no exentos pagados por hora que trabajaron para el Demandado dentro del estado de California en cualquier momento durante el Período de la demanda del 2 de julio de 2020 al 22 de septiembre de 2025 ("Miembros del colectivo"); y (2) sanciones bajo la *Private Attorney General Act* [Ley de representación privada como procurador general] de California ("PAGA", por sus siglas en inglés) para todos los empleados actuales y exempleados no exentos pagados por hora que trabajaron para el Demandado dentro del estado de California durante el Período PAGA del 23 de abril de 2023 al 22 de septiembre de 2025 ("Empleados agraviados").

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de conciliación colectivo que requiere que el Demandado financie los Pagos colectivos individuales y (2) un Acuerdo de conciliación bajo PAGA que requiere que el Demandado financie los Pagos individuales bajo PAGA y pague las sanciones a la Agencia de Trabajo y Desarrollo Laboral de California ("LWDA", por sus siglas en inglés).

De acuerdo con los registros del Demandado y las presunciones actuales de las Partes, **su Pago colectivo individual se estima que será de $_____ (menos retenciones) y su Pago individual de PAGA se estima que será de $_____**. El monto real que recibirá podría ser diferente y dependerá de una cantidad de factores. (Si no se indica ningún monto en su Pago individual de PAGA, entonces de acuerdo con los registros del Demandado, usted no tiene derecho a un Pago individual de PAGA en virtud del Acuerdo porque no trabajó durante el Período PAGA).

Las estimaciones anteriores están basadas en los registros del Demandado que muestran que **usted trabajó ____ semanas laborales durante el Período de la demanda y que trabajó ____ períodos de pago durante el Período PAGA**. Si cree que trabajó más semanas laborales durante cualquiera de los dos períodos, puede enviar una impugnación/objeción antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ha aprobado el Acuerdo propuesto de forma preliminar, así como este Aviso. El Tribunal no ha decidido si otorgar la aprobación definitiva. Sus derechos legales se verán afectados ya sea que actúe o no. Lea este Aviso con atención. Se considerará que lo ha leído con atención y que lo ha entendido. En la Audiencia de aprobación definitiva, el Tribunal decidirá si aprueba el Acuerdo de forma definitiva y cuánto del Acuerdo se le pagará a las Demandantes y a los abogados de las Demandantes ("Abogados del colectivo"). El Tribunal también decidirá si emitirá una sentencia que requiera que el Demandado haga pagos en virtud del Acuerdo y requiera que los Miembros del colectivo y los Empleados agraviados renuncien a sus derechos a presentar ciertas reclamaciones contra el Demandado.

Si trabajó para el Demandado durante el Período de la demanda y/o Período PAGA, tiene dos opciones básicas bajo el Acuerdo:

(1) **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y calificar para recibir un Pago colectivo individual y/o un Pago individual bajo PAGA. Sin embargo, como Miembro participante del colectivo, estará renunciando a su derecho a presentar reclamaciones de salarios dentro del Período de la demanda y reclamaciones de sanciones dentro del Período PAGA contra el Demandado.

(2) **Excluirse del Acuerdo colectivo**. Puede excluirse del Acuerdo colectivo (salirse) al enviar una Solicitud de exclusión por escrito por correo postal, correo electrónico o fax para notificar al Administrador, Xpand Legal Consulting, de su solicitud de exclusión. Si se excluye del Acuerdo, no recibirá un Pago colectivo individual. Sin embargo, mantendrá su derecho a presentar personalmente reclamaciones de salarios dentro del Período de la demanda contra el Demandado. Sin embargo, mantendrá su derecho a presentar personalmente reclamaciones de salarios del Período de la demanda contra el Demandado. No puede excluirse de la porción bajo PAGA del Acuerdo propuesto. Si es un Empleado agraviado, seguirá calificando para un Pago individual bajo PAGA sin importar si se excluye o no del Acuerdo colectivo.

El Demandado no tomará represalias en su contra por ninguna de las acciones que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES BAJO ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo.	Si no hace nada, será un Miembro participante del colectivo, tendrá derecho a un Pago colectivo individual y un Pago individual bajo PAGA (si aplica). A cambio, usted renunciará a su derecho a presentar las reclamaciones de salarios contra el Demandado que estén cubiertas por este Acuerdo (Reclamaciones exoneradas).
Puede excluirse del Acuerdo colectivo, pero no del Acuerdo bajo PAGA. **La fecha límite para excluirse del Acuerdo es el <u>10 de noviembre de 2026.</u>**	Si no quiere participar por completo en el Acuerdo propuesto, puede excluirse del Acuerdo colectivo enviando una Solicitud de exclusión por escrito al Administrador por correo postal, correo electrónico o fax. Una vez excluido, será un Miembro no participante del colectivo y no tendrá derecho a un Pago colectivo individual. Los Miembros no participantes del colectivo no podrán objetar a ninguna de las porciones del Acuerdo propuesto. Consulte la Sección 6 de este Aviso. No puede excluirse de la porción bajo PAGA del Acuerdo propuesto. El Demandado debe pagar los Pagos individuales bajo PAGA de todos los Empleados agraviados y los Empleados agraviados deberán renunciar a sus derechos a presentar las Reclamaciones exoneradas bajo PAGA (definidas a continuación).
Los Miembros participantes del colectivo pueden objetar al Acuerdo colectivo, pero no al Acuerdo bajo PAGA. **Deberá presentar sus objeciones por escrito**	Todos los Miembros del colectivo que no se excluyan ("Miembros participantes del colectivo") pueden objetar a cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre si aprobar de forma definitiva el Acuerdo incluirá una determinación de cuánto se le pagará a los Abogados del colectivo y a las Demandantes que presentaron la Demanda en nombre del Colectivo. Usted no será personalmente responsable de ninguno de los pagos que se harán a los Abogados del colectivo o a las Demandantes, pero cada dólar que se pague a los Abogados del colectivo y a las Demandantes reducirá el monto total que se pagará a los Miembros participantes del

a más tardar el <u>10 de noviembre de 2026.</u>	colectivo. Puede objetar a los montos solicitados por los Abogados del colectivo o a las Demandantes si cree que no son razonables. Consulte la Sección **7** de este Aviso.
Puede participar en la Audiencia de aprobación definitiva del <u>15 de diciembre de 2026</u>.	La Audiencia de aprobación definitiva del Tribunal está programada para el **<u>15 de diciembre de 2026</u>**. No tiene que asistir a la audiencia, pero tiene el derecho a comparecer (o a contratar un abogado para que lo haga en su nombre y a su costo), en persona, por teléfono o a través de la plataforma virtual de comparecencia del Tribunal. Los Miembros participantes del colectivo pueden objetar verbalmente al Acuerdo durante la Audiencia de aprobación definitiva. Consulte la Sección **8** de este Aviso.
Puede impugnar los cálculos de sus Semanas laborales/ Períodos de pago. **Deberá presentar sus impugnaciones por escrito a más tardar el <u>10 de noviembre de 2026.</u>**	El monto de su Pago colectivo individual y su Pago bajo PAGA (si aplica) dependerá de cuántas semanas laborales haya trabajado durante el Período de la demanda y cuántos Períodos de pago haya trabajado durante el Período PAGA, respectivamente. El número de Semanas laborales durante el Período de la demanda y de Períodos de pago durante el Período PAGA que haya trabajado de acuerdo con los registros del Demandado estarán indicados en la primera página de este Aviso. Si no está de acuerdo con cualquiera de estos números, puede impugnarlos a más tardar el **<u>10 de noviembre de 2026</u>**. Consulte la Sección **4** de este Aviso. El Administrador inicialmente tomará la decisión sobre las impugnaciones a los cálculos de las Semanas laborales/Períodos de pago, pero el Tribunal puede revisar la decisión del Administrador.

1. ¿SOBRE QUÉ TRATA ESTA DEMANDA?

Las Demandantes son exempleadas del Demandado. La Demanda acusa al Demandado de infringir las leyes laborales de California al no pagar las horas extraordinarias, los salarios mínimos, los salarios adeudados al terminar la relación laboral y los gastos reembolsables y no proporcionar períodos de comida, períodos de descanso conformes ni declaraciones salariales detalladas y precisas. Bajo las mismas reclamaciones, las Demandantes también han presentado una reclamación por sanciones legales bajo la *Private Attorneys' General Act* [Ley de representación privada como procurador general] (arts. 2698 y ss. del Código Laboral de California) ("PAGA"). Las Demandantes son representadas por los abogados en esta Demanda: BARTZ LAW GROUP, APC y UNITED EMPLOYEES LAW GROUP, PC ("Abogados del colectivo"). El Demandado niega rotundamente haber infringido alguna ley o haber dejado de pagar salarios y sostiene que cumplió con todas las leyes aplicables. El Demandado es representado por los abogados en esta Demanda: LANDEGGER VERANO, ALC ("Abogados defensores").

2. ¿QUÉ SIGNIFICA QUE SE HA LLEGADO A UN ACUERDO DE CONCILIACIÓN?

Hasta ahora, el Tribunal no ha tomado ninguna decisión sobre si el Demandado o las Demandantes tienen razón en cuanto a los fondos. Mientras tanto, las Demandantes y el Demandado contrataron a un mediador neutral y experimentado en un esfuerzo para resolver la Demanda al negociar para poner fin al caso a través de un acuerdo (conciliar) en lugar de seguir con el costoso y tedioso procedimiento de litigio. Las negociaciones tuvieron éxito. Al firmar un extenso acuerdo de conciliación por escrito ("Acuerdo") y acordar que solicitarán de manera conjunta al Tribunal que apruebe una sentencia que finalice la Demanda y haga cumplir el Acuerdo, las Demandantes y el Demandado han negociado la propuesta de un Acuerdo que estará sujeto a la Aprobación definitiva del Tribunal. Ambas partes reconocen que el Acuerdo

propuesto es un compromiso de las reclamaciones presentadas. Al aceptar la conciliación, el Demandado no admite ninguna infracción ni concede los fondos de las reclamaciones.

Las Demandantes y los Abogados del colectivo creen firmemente que el Acuerdo es un buen trato para usted porque consideran que: (1) el Demandado ha acordado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio prolongado; y (2) el Acuerdo es lo mejor para los Miembros del colectivo y los Empleados agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación definitiva.

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

(1) El Demandado pagará $600,000.00 como Monto bruto de conciliación ("Conciliación bruta"). El Demandado ha acordado depositar la Conciliación bruta en una cuenta controlada por el Administrador del acuerdo. El Administrador utilizará la Conciliación bruta para pagar los Pagos colectivos individuales, los Pagos individuales bajo PAGA, el Pago por servicio de representación del colectivo, los honorarios y las costas de los Abogados del colectivo, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Trabajo y Desarrollo Laboral de California ("LWDA"). Asumiendo que el Tribunal conceda la Aprobación definitiva, el Demandado financiará la Conciliación bruta en un plazo de 90 días luego de que la Sentencia dictada por el Tribunal sea definitiva. La Sentencia será definitiva en la fecha en que el Tribunal la dicte o en una fecha posterior si los Miembros participantes del colectivo se oponen al Acuerdo propuesto o si se apela la Sentencia.

(2) Deducciones de la Conciliación bruta aprobadas por el Tribunal. En la Audiencia de aprobación definitiva, las Demandantes y/o los Abogados del colectivo solicitarán al Tribunal que apruebe las siguientes deducciones de la Conciliación bruta, cuyos montos serán decididos por el Tribunal en la Audiencia de aprobación definitiva:

a) Hasta $200,000.00 (33⅓% de la Conciliación bruta) para los Abogados del colectivo por honorarios y hasta $20,000 por costas de litigio. A la fecha, los Abogados del colectivo han trabajado e incurrido en gastos en la Demanda sin recibir pago alguno.

b) Hasta $7,500.00 para cada demandante principal como Pagos por el servicio de representación del colectivo (es decir, un total de $15,000.00) por presentar la Demanda, trabajar con los Abogados del colectivo y representar al Colectivo. El Pago por el servicio de representación del colectivo será el único dinero que recibirán las Demandantes además del Pago colectivo individual y el Pago individual bajo PAGA de las Demandantes.

c) Hasta $24,000 para el Administrador por los servicios de administración del Acuerdo.

d) Hasta $10,000.00 por Sanciones bajo PAGA, asignadas en un 75 % al Pago de PAGA a la LWDA y en un 25 % para los Pagos individuales bajo PAGA de los Empleados agraviados basados en sus Períodos de pago del Período PAGA.

Los Miembros participantes del colectivo tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

(3) Conciliación neta distribuida a los Miembros del colectivo. Después de realizar las

deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto de la Conciliación bruta (la "Conciliación neta") realizando Pagos colectivos individuales a los Miembros participantes del colectivo en función de sus Semanas laborales del Período de la demanda.

(4) Impuestos adeudados sobre los pagos a los Miembros del colectivo. Las Demandantes y el Demandado solicitan al Tribunal que apruebe una asignación de 10 % de cada Pago colectivo individual como salarios imponibles ("Porción salarial") y 90 % por intereses y sanciones ("Porción no salarial"). La Porción salarial estará sujeta a retenciones y se declarará en Formularios W-2 del IRS. El Demandado pagará por separado los impuestos de nómina correspondiente al empleador que deba sobre la Porción salarial. Los Pagos individuales bajo PAGA son designados como sanciones en lugar de salarios para efectos fiscales. El Administrador declarará los Pagos individuales bajo PAGA y las Porciones no salariales de los Pagos colectivos individuales en Formularios 1099 del IRS.

Si bien las Demandantes y el Demandado han aceptado estos montos, ninguna de las partes le está asesorando sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo sanciones e intereses sobre impuestos atrasados, si aplica) 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 con prontitud los cheques de pago. El anverso de cada cheque emitido para Pagos colectivos individuales mostrará la fecha de vencimiento del cheque (la fecha de anulación). Si no lo cobra antes de la fecha de anulación, se cancelará su cheque automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre. Si se envía el dinero representado por su cheque a la Propiedad No Reclamada del Contralor, debe consultar las normas del Fondo para recibir instrucciones sobre cómo retirar su dinero. (https://www.sco.ca.gov/search_upd.html)

(6) Solicitudes de exclusión del Acuerdo colectivo (Exclusiones). Se le tratará como Miembro participante del colectivo, participando plenamente en el Acuerdo colectivo, a menos que notifique al Administrador por escrito, a más tardar el **10 de noviembre de 2026** que desea excluirse. La forma más sencilla de notificar al Administrador es enviar una Solicitud de exclusión firmada por escrito a más tardar en la Fecha límite de respuesta del **10 de noviembre de 2026**. La Solicitud de exclusión debe ser una carta del Miembro del colectivo o su representante en la que se indique el nombre del Miembro del colectivo, su dirección actual, su número de teléfono y una declaración sencilla en la que decida ser excluido del Acuerdo. Los Miembros excluidos del colectivo (es decir, Miembros no participantes del colectivo) no recibirán Pagos colectivos individuales, pero sí conservarán sus derechos a presentar personalmente reclamaciones por salarios y horarios contra el Demandado.

No puede excluirse de la porción PAGA del Acuerdo. Los Miembros del colectivo que se excluyan del Acuerdo colectivo (Miembros no participantes del colectivo) que sean Empleados agraviados seguirán teniendo derecho a los Pagos individuales bajo PAGA y deberán renunciar a su derecho a hacer valer las reclamaciones bajo PAGA contra el Demandado según las reclamaciones bajo PAGA alegadas en la Demanda.

(7) El Acuerdo propuesto será nulo si el Tribunal deniega la Aprobación definitiva. Es posible que el Tribunal se niegue a conceder la Aprobación definitiva del Acuerdo o se niegue a

dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. Las Demandantes y el Demandado han acordado que, en cualquier caso, el Acuerdo será nulo: el Demandado no pagará ningún dinero y los Miembros del colectivo no exonerarán ninguna reclamación contra el Demandado.

(8) Administrador. El Tribunal ha designado a una empresa neutral, Xpand Legal Consulting (el "Administrador") para que envíe este Aviso, calcule y efectúe los pagos y procese las Solicitudes de exclusión de los Miembros del colectivo. El Administrador también decidirá las apelaciones de los Miembros del colectivo sobre las Semanas laborales, enviará y reenviará los cheques de conciliación y los formularios fiscales y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador figura en la Sección 9 de este Aviso.

(9) Exoneración de los Miembros participantes del colectivo. Una vez que la Sentencia sea definitiva y el Demandado haya financiado íntegramente la Conciliación bruta y pagado todos los impuestos de nómina correspondientes al empleador por separado, los Miembros participantes del colectivo estarán legalmente impedidos de hacer valer cualquiera de las "Reclamaciones colectivas exoneradas" exoneradas en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por excluirse válidamente del Acuerdo colectivo, no podrá demandar, seguir demandando ni ser parte de ninguna otra demanda contra el Demandado o sus entidades relacionadas basadas en las reclamaciones alegadas en la Demanda y resueltas mediante este Acuerdo.

Los Miembros participantes del colectivo estarán sujetos a la siguiente exoneración de "Reclamaciones colectivas exoneradas":

> Todos los Miembros participantes del colectivo y las Demandantes, en nombre propio y en el de sus respectivos representantes, aseguradoras, agentes, abogados, herederos, administradores, sucesores y cesionarios, tanto presentes como pasados, exoneran a las Partes exoneradas de todas las reclamaciones que se hayan alegado o que pudieran haberse alegado basadas en los hechos expuestos en la Denuncia operativa de la Demanda y que surgieron durante el Período de la demanda, incluyendo, sin limitarse a ello, las siguientes reclamaciones: (1) infracción de los artículos 17200 y siguientes del Código de Negocios y Profesiones de California; (2) Incumplimiento en el pago de salarios mínimos y horas extraordinarias; (3) Incumplimiento en el pago puntual de los salarios durante la relación laboral; (4) Incumplimiento en el pago puntual de los salarios al terminar la relación laboral; (5) Incumplimiento en la entrega de declaraciones salariales detalladas y precisas; (6) Incumplimiento en la concesión de períodos de comida o en el pago de las primas adicionales; (7) Incumplimiento en la concesión de períodos de descanso o en el pago de las primas adicionales; (8) Incumplimiento en el reembolso de los gastos y costos necesarios relacionados con el trabajo; y (9) infracción de las Órdenes Salariales Industriales de California que pudieran haberse basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente, así como cualquier posible multa, interés o honorarios de abogados asociados con todas esas causas de acción conforme a la ley de California ("Reclamaciones colectivas exoneradas"). Salvo por la Exoneración de las Demandantes por parte de las Demandantes y las Reclamaciones exoneradas bajo PAGA exoneradas por los Empleados agraviados, los Miembros participantes del colectivo no exonerarán ninguna otra reclamación, incluyendo las reclamaciones por beneficios adquiridos, despido improcedente, infracción de la Ley de Igualdad en el Empleo y la Vivienda,

seguro de desempleo, discapacidad, seguridad social, indemnización por accidente laboral o reclamaciones basadas en hechos ocurridos fuera del Período de la demanda.

"Partes exoneradas" significa: el Demandado y cualquiera de sus directores, funcionarios, socios, responsables, fideicomisarios, accionistas, propietarios, miembros, gerentes, empleados de nivel ejecutivo, administradores, agentes, abogados, aseguradoras, predecesores, sucesores, cesionarios, nombres comerciales, empresas matrices, subsidiarias, afiliadas y socios de empresas conjuntas, tanto pasados, presentes como futuros.

(10) Exoneración PAGA de los Empleados agraviados. Una vez que la sentencia del Tribunal sea definitiva y el Demandado haya financiado íntegramente la Conciliación bruta y pagado todos los impuestos de nómina correspondientes al empleador por separado, todos los Empleados agraviados estarán impedidos de hacer valer las "Reclamaciones exoneradas bajo PAGA" contra el Demandado, ya sea que se hayan excluido del Acuerdo o no. Esto significa que todos los Empleados agraviados, incluyendo aquellos que son Miembros participantes del colectivo y aquellos que se hayan excluido del Acuerdo colectivo, no podrán demandar, seguir demandando ni ser parte de ninguna otra reclamación bajo PAGA contra el Demandado o sus entidades relacionadas basadas en las reclamaciones bajo PAGA alegadas en la Demanda y resueltas mediante este Acuerdo.

Los Empleados agraviados estarán sujetos a la siguiente exoneración de "Reclamaciones exoneradas bajo PAGA":

Todos los Empleados agraviados, independientemente de si son Miembros participantes o no participantes del colectivo, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, tanto presentes como pasados, exoneran a las Partes exoneradas de todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción en virtud de la *Private Attorneys General Act* [Ley de representación privada como procurador general] del Código Laboral de California, en el artículo 2698 y ss. del Código Laboral de California, que se alegaron o que razonablemente podrían haberse alegado en la Denuncia operativa y en el Aviso PAGA y que surgieron durante o con respecto al Período PAGA. La exoneración anterior será vinculante para las Demandantes, los Empleados agraviados y el Estado de California e impedirá cualquier reclamación en virtud de PAGA presentada por cualquier persona, incluyendo los Empleados agraviados, en nombre del Estado de California, en relación con cualquier reclamación basada en las Reclamaciones exoneradas bajo PAGA.

4. ¿CÓMO CALCULARÁ MI PAGO EL ADMINISTRADOR?

(1) Pagos colectivos individuales. El "Monto neto de conciliación" se calcula al deducir los montos aprobados por el Tribunal de los Pagos individuales bajo PAGA, el Pago PAGA a la LWDA, los Pagos por el servicio de representación del colectivo, el Pago de los honorarios de los Abogados del colectivo, el Pago de los gastos de litigio de los Abogados del colectivo y el Pago de los gastos de administración del Monto bruto de conciliación. El resto se pagará a los Miembros participantes del colectivo como Pagos colectivos individuales. El Administrador calculará los Pagos colectivos individuales (a) dividiendo el Monto neto de conciliación entre el número total de Semanas laborales trabajadas por todos los Miembros participantes del colectivo y (b) multiplicando el resultado por el número de Semanas laborales (con números enteros) trabajadas individualmente por cada

Miembro participante del colectivo.

(2) Pagos individuales bajo PAGA. El Administrador calculará los Pagos individuales bajo PAGA (a) dividiendo la participación del 25 % de las Sanciones bajo PAGA ($2,500.00) entre el número total de Períodos de pago bajo PAGA trabajados por todos los Empleados agraviados y (b) multiplicando el resultado por el número de Períodos de pago bajo PAGA trabajados individualmente por cada Empleado agraviado (con números enteros).

(3) Impugnación de Semanas laborales/Períodos de pago. Usted puede encontrar el número de Semanas laborales colectivas que usted trabajó durante el Período de la demanda y el número de Períodos de pago bajo PAGA que trabajó durante el Período PAGA, según consta en los registros del Demandado, en la primera página de este Aviso. Tiene hasta el **10 de noviembre de 2026** para impugnar el número de Semanas laborales y/o Períodos de pago que se le acreditan. Puede presentar su impugnación al firmar y enviar una carta al Administrador por fax., correo electrónico o correo postal. En la Sección 9 de este Aviso encontrará la información de contacto del Administrador. Debe respaldar su impugnación con copias de los talones de pago u otros registros. El Administrador aceptará como exacto el cálculo de Semanas laborales y/o Períodos de pago basado en los registros del Demandado, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas laborales y/o Períodos de pago basándose en su presentación y en los comentarios de los Abogados del colectivo (que actuarán en defensa de los Miembros participantes del colectivo) y los Abogados del Demandado. La decisión del Administrador es definitiva. No puede apelar ni impugnar su decisión definitiva.

5. ¿CÓMO RECIBIRÉ MI PAGO?

(1) Miembros participantes del colectivo. El Administrador enviará, por correo de EE. UU., un único cheque a cada Miembro participante del colectivo (es decir, a cada Miembro del colectivo que no se haya excluido), incluyendo a aquellos que también califiquen como Empleados agraviados. El cheque único combinará el Pago colectivo individual y el Pago individual bajo PAGA, si aplica.

(2) Miembros no participantes del colectivo. El Administrador enviará, por correo de EE. UU., un único cheque por el Pago individual bajo PAGA a cada Empleado agraviado, incluyendo aquellos que se excluyan del Acuerdo colectivo (es decir, todos los Miembros no participantes del colectivo que sean Empleados agraviados).

Se enviará su cheque a la misma dirección que figura en este Aviso. Si cambia de dirección, asegúrese de notificarlo al Administrador lo antes posible. En la Sección 9 de este Aviso encontrará la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO COLECTIVO?

Envíe una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración sencilla de que no desea participar en el Acuerdo. El Administrador le excluirá basándose en cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud e incluir sus datos de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y el número de seguridad social para efectos de verificación). Puede enviar su solicitud de exclusión por correo postal, correo electrónico o fax. Debe presentar la solicitud usted mismo.

Si otra persona realiza la solicitud en su nombre, esta no será válida. **Debe enviar su solicitud de exclusión al Administrador a más tardar el 10 de noviembre de 2026 o no será válida.** En la Sección I de este Aviso encontrará la información de contacto del Administrador.

7. ¿CÓMO OBJETO AL ACUERDO?

Solo los Miembros participantes del colectivo tienen derecho a objetar el Acuerdo. Si desea seguir siendo un Miembro del colectivo, pero objeta al acuerdo propuesto (o cualquiera de sus términos) y desea que el Tribunal considere su objeción en la Audiencia de aprobación definitiva, puede objetar al acuerdo propuesto por escrito. También puede comparecer en la Audiencia de aprobación definitiva en persona o a través de un abogado a su costo. Todas las objeciones por escrito, documentación de respaldo y/o avisos de intención de comparecer en la Audiencia de aprobación definitiva deben identificar claramente el nombre y el número de caso y deberán ser enviados por correo postal, correo electrónico o fax al Administrador del acuerdo, Xpand Legal Consulting, al correo classaction@xpandlegal.com. Las objeciones deben tener matasellos a más tardar del **10 de noviembre de 2026**. Igualmente puede comparecer en la Audiencia de aprobación definitiva y presentar una objeción al acuerdo incluso si no presentó una objeción por escrito en el plazo indicado.

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

Puede, mas no es obligatorio, asistir a la Audiencia de aprobación definitiva del **15 de diciembre de 2026** a la **1:30 p. m.** en el Departamento SS10 del Tribunal Superior de Los Ángeles, ubicado en 80312 N. Spring Street, Los Ángeles, California 90012. En la Audiencia, el juez decidirá si concede la Aprobación definitiva del Acuerdo y qué parte de la Conciliación bruta se pagará a los Abogados del colectivo, a las Demandantes y al Administrador. En la Audiencia de aprobación definitiva, el Tribunal escuchará todas las objeciones, así como los argumentos en pro y en contra del Acuerdo propuesto. Tiene derecho a asistir a esta audiencia, pero no es obligatorio hacerlo. También tiene derecho a contratar a un abogado que le represente, a su costo, o puede comparecer y representarse a sí mismo.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Lo anterior es un resumen de los términos básicos del acuerdo. Para leer los términos y condiciones precisos del acuerdo, puede revisar el Acuerdo de conciliación detallado y otros documentos de aprobación, que están archivados ante el secretario del Tribunal Superior de Los Ángeles, ubicado en 111 North Hill Street, Los Angeles, California 90012 y también los puede consultar en línea a través de https://www.lacourt.org/casesummary/ui/index.aspx. También puede llamar o enviar un correo a los abogados del colectivo a través de la información de contacto indicada a continuación.

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

Administrador del acuerdo:
Xpand Legal Consulting
classaction@xpandlegal.com
PO Box 51570
Irvine, CA 92619
Teléfono: (888) 557-2773
Fax: (949) 996-7556

Abogados de las Demandantes y de los Miembros del colectivo del acuerdo:
Aaron A. Bartz, Esq.
aaron@bartzlawgroup.com
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Teléfono: (949) 504-4413

Walter Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Teléfono: (562) 256-1047

10. ¿QUÉ PASA SI PIERDO MI CHEQUE DE CONCILIACIÓN?

Si pierde o extravía su cheque de conciliación antes de cobrarlo, el Administrador se lo sustituirá siempre que solicite la sustitución antes de la fecha de anulación que figura en el anverso del cheque original. Si su cheque ya es nulo, debe consultar el Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ PASA SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia de dirección postal.

NO SE COMUNIQUE CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ O EL DEMANDADO PARA HACER SUS PREGUNTAS.

EXHIBIT “C”

Palacios v Woodcraft Rangers

Los Angeles Superior Court

Case No.: 24STCV16531

CLASS ACTION & PAGA SETTLEMENT

Important Dates and Deadlines

Deadline to postmark any Exclusion:

November 10, 2026

Deadline to postmark any Objection:
November 10, 2026

Final Approval Hearing:
December 15, 2026, at **1:30 p.m.** in Department SS10 of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012

Case Documents

Class Notice – English

Class Notice – Spanish

Court Documents

Settlement Agreement

Contact Information

Palacios v Woodcraft Rangers Settlement Administrator:

c/o Xpand Legal Consulting

PO Box 51570

Irvine, CA 92619

Email: classaction@xpandlegal.com

Telephone: (888) 557-2773

Fax: (949) 996-7556

EXHIBIT “D”

XPAND

Case Name:	Palacios v Woodcraft Rangers
Date:	December 22, 2025
Client Name:	Aaron Bartz
Client Email:	aaron@bartzlawgroup.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	4,008
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	1
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	3	$375.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	$125.00	3	$375.00
NCOA (Includes CASS & LACS)	Flat Fee	$300.00	1	$300.00
Spanish Translation	Flat Fee	$750.00	1	$750.00
Toll Free Telephone Support	Flat Fee	$750.00	1	$750.00
Static Website	Flat Fee	$500.00	1	$500.00
			Total	**$3,050.00**

**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	$0.80	4,008	$3,206.40
USPS First Class Mail - 1oz	Per Piece	$0.70	4,008	$2,805.60
Submission Processing (Opt Outs, Disputes, Objections)	Hourly	$75.00	3	$225.00
Undeliverable Mail Processing	Per Piece	$2.00	401	$801.60
Address Trace Undeliverable Mail	Per Piece	$2.00	401	$801.60
Remail Notice Package (Undeliverable & Forwards)	Per Piece	$2.00	521	$1,042.08
			Total	**$8,882.28**

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	$125.00	3	$375.00
Status Reporting (Ongoing & Final)	Hourly	$75.00	3	$225.00
Declaration (Final Approval & Payment)	Hourly	$125.00	3	$375.00
Executive Oversight	Hourly	$200.00	1	Waived
			Total	**$975.00**

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	$125.00	1	$125.00
Data Analyst - Payment File Production & Quality Review	Hourly	$125.00	1	$125.00
Print & Mail Payments	Per Piece	$0.80	4,008	$3,206.40
USPS First Class Mail - 1oz	Per Piece	$0.70	4,008	$2,805.60
Undeliverable Payment Processing	Per Piece	$2.00	401	$801.60
Address Trace Undeliverable Mail	Per Piece	$2.00	401	$801.60
Remail Payments (Undeliverable & Forwards)	Per Piece	$2.00	521	$1,042.08
Tax ID Setup & Shutdown	Flat Fee	$350.00	1	$350.00
Qualified Settlement Fund (QSF) Creation, Reporting & Closure	Hourly	$150.00	5	$750.00
QSF Monthly Fees & Account Reconciliation	Per Piece	$100.00	3	$300.00
Process Remaining Funds	Flat Fee	$785.44	1	$785.44
			Total	**$11,092.72**

Total Case Cost Not to Exceed: $24,000.00

Terms & Conditions

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

1. **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with administration services (hereinafter, "Services") as spe cified in the Proposal provided to the Client to which these Terms and Conditions are referenced (the "Proposal" and together with these Terms and Conditions, this "Agreement"). The Services do not constitute legal services or advice.
2. **Independent Contractor Status:** Xpand is performing the Services to the Client as an independent contractor for the purposes of federal, state, and local law, and neither it nor its employees shall be deemed to be employees of the Client. Xpand shall have full control over the methods, techniques, sequences, and procedures of the Services, is free to perform services for other clients, and is not subject to the supervision or control of the Client in the performance of the Services, except as to the results to be achieved.
3. **Fees for Services:** Fees to the Client for Services, including all fees and expenses in accordance with Section 4 below ("Fees") shall be on a time and materials basis at our prevailing rates and are subject to change. Any estimates of Fees set forth in the Proposal are estimates only, based on information provided by the Client to Xpand and the Services referenced in the Proposal, and do not cover any applicable taxes nor third-party fees. Actual Fees payable by the Client may be greater or less than such estimates. Expenses 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 such expenses. The Client acknowledges and agrees that Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of relevant funds with such institutions, including without limitation, income proceeds derived therefrom, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Fees:** Fees will be invoiced by Xpand and due and payable by the Client once the relevant payments are made to class members and counsel in accordance with direction from the court of the applicable case (the "Court"). If payment is not made in full within 30 days of the invoice date, penalty interest at a rate of .8333% per month (10% per year) on the amount past due may be imposed by Xpand. The Services are not provided on a contingency fee basis. For the avoidance of doubt, decisions of the court and actions of the parties, including disapproval or withdrawal of the relevant settlement or case dismissal, do not affect the Client's obligation to Xpand for payment of Services.
5. **Indemnification:** The Client will indemnify and hold Xpand and its affiliates (and their respective officers, employees, and agents) harmless a gainst any losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the Agreement, including these Terms and Conditions, by the Client; or (ii) the processing and handling of any aspect of the project by Xpand, including but not limited to the Services, in accordance with Client's instructions.
6. **Confidentiality:** Xpand will maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality o f data provided to Xpand by the Client or another party to the action. In the event Xpand is 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 shall have the option to, within ten (10) business days of receipt of such notification, (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 the Client does not timely select its option, it shall be irrevocable deemed to have select option (2) and be obligated to reimburse Xpand in accordance therewith. 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.
7. **Data Rights:** Xpand does not convey nor does the Client obtain any rights in the programs, system data, or materials utilized or provided b y Xpand in the ordinary course of business in the performance of this Agreement.
8. **Document Retention:** Unless directed otherwise in writing by the Client, Xpand will maintain documents and other correspondence for the later of (a) one (1) year after final distribution of relevant funds or benefits, or (b) until the date that the disposition of the relevant case is no longer subject to appeal or review.
9. **Limitation of Damages:** Xpand is not responsible to the Client for any special, consequential, or incidental damages incurred by the Client. Any liability of Xpand to the Client shall not exceed the total amount of Fees billed to the Client for the Services that give rise to such liability.
10. **Termination:** The Services to be provided under this Agreement may be terminated by the Client with or without cause upon at least thirty (30) calendar days' prior written notice to Xpand. The Client's obligation to pay Fees for Services still in progress at the time of notice of termination shall continue throughout that 30-day period. Xpand may terminate this Agreement (i) if the Client has not paid its Fees in accordance with Section 4 of these Terms and Conditions, upon at least ten (10) calendar days' prior written notice; or (ii) in any other event, upon at least three (3) months' prior written notice to the Client. The Client is obligated to pay for all Fees and Services at the time of termination under this paragraph; no deferral period shall take effect.
11. **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, three (3) business days after the date of deposit in United States mail, or, if sent by courier, two (2) business days after delivery to such courier service.
12. **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.
13. **Waiver of Rights:** No failure or delay on the part of either party hereto in exercising any right under these Terms and Conditions 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 by the relevant party's authorized representative.
14. **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court 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.
15. **Entire Agreement:** These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matte r 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.
16. **Counterparts:** These Terms and Conditions and the Proposal may be executed in any number of counterparts, each of which when executed and de livered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement. Delivery of an executed counterpart of a signature page of these Terms and Conditions and the Proposal by electronic transmission, including DocuSign, shall be effective as delivery of a manually executed counterpart of these Terms and Conditions and the Proposal, as applicable.

Acceptance of Terms and Conditions

By commencing services with Xpand, you acknowledge and agree to the terms and conditions outlined above. Your continued use of our services signifies your acceptance of these terms.