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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO**

ERIC SANCHEZ on behalf of himself, all  
others similarly situated, and on behalf of the  
general public,

Plaintiffs,

v.

J & L INSULATION, INC.; AND DOES 1-  
100,

Defendants.

Case No.: 37-2024-00019764-CU-OE-CTL

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

Date: December 12, 2025  
Time: 9:00 a.m.  
Dept.: C-60  
Judge: Hon. Matthew C. Braner

1 I, Karla Nava, declare as follows:

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

9 2. Apex Class Action’s team has been directly involved with class action administration for a  
10 combined 75 years and has successfully managed numerous class action cases during that time. Our team  
11 comprises experienced professionals with extensive knowledge of class action settlement administration.  
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-  
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the  
14 administration process are executed accurately and efficiently.

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

1       4. On September 12, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content  
2 for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval  
3 from the Parties' Counsel before being mailed.

4       5. On September 26, 2025, Counsel for the Defendants provided Apex with the class data file,  
5 comprising the names, social security numbers, last known mailing addresses, and the total number of  
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded  
7 to our database, where it underwent a thorough review to identify any duplicates or potential  
8 inconsistencies. The Class Data consisted of a total of 54 individuals.

9       6. In preparation for the mailing process, all 54 names and addresses listed in the Class Data  
10 underwent verification and updating against the National Change of Address (NCOA) database  
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the  
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class  
13 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If  
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.  
15 However, in cases where no updated address was found in the NCOA database, the original address  
16 provided by Counsel for Defendants was used for the mailing of the Class Notice.

17       7. On October 10, 2025, The Class Notice was sent to all 54 individuals listed in the Class Data  
18 using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

19       8. As of the date of this declaration, our office has received 12 returned Class Notices as  
20 undeliverable. Apex conducted a computerized skip trace on the 12 returned Class Notices in order to  
21 acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted  
22 in obtaining 11 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class  
23 Mail.

24       9. As of the date of this declaration, there have been 11 Class Notices re-mailed as a result of Apex's  
25 skip-tracing efforts.

26       10. As of the date of this declaration, 1 Class Notice was considered undeliverable as no updated  
27 address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline  
2 for submitting a request for exclusion from the Settlement was November 10, 2025.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The  
4 deadline for submitting a written objection to the Settlement was November 10, 2025.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The  
6 deadline for submitting a dispute was November 10, 2025.

7 14. As of the date of this declaration, Apex will report 54 Participating Class Members, constituting  
8 100% of the total 54 Settlement Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class Period  
10 is 2,044.00. The Net Settlement Amount available to Participating Class Members is estimated to be  
11 \$70,950.16 and was calculated by subtracting the requested attorneys' fees (\$50,000.00), the amount  
12 requested for litigation costs and expenses (\$12,049.84), the requested Class Representative  
13 Enhancement Payment (\$10,000.00), the requested Settlement Administration Costs (\$3,990.00), and  
14 the PAGA Penalties (\$2,000.00) from the Gross Settlement Amount (\$150,000.00).

15 16. The *highest* Individual Settlement Share to a Participating Class Member is currently estimated  
16 to be approximately \$9,470.30, the *average* Individual Settlement Share is currently estimated to be  
17 approximately \$1,332.60, and the *lowest* Individual Settlement Share is currently estimated to be  
18 approximately \$35.21. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$500.00) will be allocated to Aggrieved  
20 Employees regardless of whether they opt out of the class settlement. Aggrieved Employees cannot opt  
21 out of the PAGA settlement. There are 30 Aggrieved Employees who worked a total of 872 pay periods  
22 during the PAGA Period.

23 18. The *highest* Individual PAGA Settlement Share to an Aggrieved Employee is approximately  
24 \$64.79, the *average* Individual PAGA Settlement Share is approximately \$16.67, and the *lowest*  
25 Individual PAGA Settlement Share is approximately \$0.57.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred  
27 and anticipated expenses, amount to \$3,990.00. Apex will proceed with additional tasks related to this  
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed  
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States  
4 that the foregoing is true and correct, and that this Declaration was executed this 14<sup>th</sup> day of November  
5 2025, in Irvine, California.

6  
7 *Karla Nava*  
8 \_\_\_\_\_

9 KARLA NAVA  
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# **Exhibit A**

Sanchez v. J & L Insulation, Inc.  
c/o Apex Class Action LLC  
PO Box 54668  
Irvine, CA 92619

«Intelligent\_Mail\_barcode\_»

Apex ID: «Apex\_ID» «Tray\_PC»  
«First\_Name» «Last\_Name»  
«Address\_1»  
«City», «State» «Zip»

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CALIFORNIA SUPERIOR COURT, COUNTY OF SAN DIEGO  
*Eric Sanchez, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff,*  
*vs. J & L Insulation, Inc., Defendant.*  
Case Nos. 37-2024-00019764-CU-OE-CTL and 37-2024-00029776-CU-OE-CTL

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you, and you are not being sued.  
However, your legal rights are affected by whether you act or don't act.*

**TO: All current or former non-exempt employees who worked for Defendant in the State of California from April 26, 2020, through June 20, 2025.**

The California Superior Court, County of San Diego has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned actions ("the Lawsuits"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All current or former non-exempt employees who worked for Defendant in the State of California from April 26, 2020, through June 20, 2025.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuits, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

**WHAT INFORMATION IS IN THIS NOTICE**

|                                                                                       |        |
|---------------------------------------------------------------------------------------|--------|
| 1. Why Have I Received This Notice? .....                                             | Page 1 |
| 2. What Is This Case About? .....                                                     | Page 2 |
| 3. Am I A Class Member? Am I An Aggrieved Employee? .....                             | Page 2 |
| 4. How Does This Class Action Settlement Work? .....                                  | Page 2 |
| 5. Who Are the Attorneys Representing the Parties? .....                              | Page 2 |
| 6. What Are My Options? .....                                                         | Page 2 |
| 7. How Do I Opt Out or Exclude Myself From This Settlement? .....                     | Page 3 |
| 8. How Do I Object to the Settlement? .....                                           | Page 3 |
| 9. How Does This Settlement Affect My Rights? .....                                   | Page 3 |
| 10. How Much Can I Expect to Receive From This Settlement? .....                      | Page 4 |
| 11. How Will the Attorneys for the Class and the Class Representatives Be Paid? ..... | Page 5 |

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**

|                                            |
|--------------------------------------------|
| <b>1. Why Have I Received This Notice?</b> |
|--------------------------------------------|

J & L Insulation, Inc. (hereinafter referred to as "Defendant") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from April 26, 2020, through June 20, 2025 (the "Class Period").

A Preliminary Approval Hearing was held on September 12, 2025, in the California Superior Court, County of San Diego. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on December 12, 2025, at 9:00 a.m., before Honorable

**2.      *What Is This Case About?***

A class action complaint against Defendant was filed in the San Diego County Superior Court on April 26, 2024 (Case No. 37-2024-00019764-CU-OE-CTL). The complaint alleged the following causes of action against Defendant: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (6) Failure to Pay all Wages Due at the Time of Termination; and (7) Violation of Unfair Competition Law, on behalf of Class Members.

A PAGA (Private Attorneys General Act of 2004) representative action complaint against Defendant was filed in the San Diego County Superior Court on June 24, 2024 (Case No. 37-2024-00029776-CU-OE-CTL). The complaint sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Pay all Wages Due at the Time of Termination; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; and (7) Failure to Pay All Wages Twice Per Month.

The two cases (Case Nos. 37-2024-00019764-CU-OE-CTL and Case No. 37-2024-00029776-CU-OE-CTL) have been consolidated, with 37-2024-00019764-CU-OE-CTL designated as the lead case.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

**3.      *Am I A Class Member? Am I An Aggrieved Employee?***

You are a Class Member if you worked for Defendant in the State of California as a non-exempt employee at any time from April 26, 2020, through June 20, 2025.

If you worked for Defendant in the State of California as a Class Member from April 20, 2023, through June 20, 2025, you are also an Aggrieved Employee under the settlement.

**4.      *How Does This Class Action Settlement Work?***

Plaintiff Eric Sanchez brings these actions behalf of himself and all other similarly situated employees who were employed by Defendant as Class Members in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class.” The settlement of these Lawsuits resolves the Released Class Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can obtain them for a nominal fee at the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, and/or by visiting the San Diego Superior Court website at <https://odyroa.sdcourt.ca.gov/>. After you agree to the terms, select 2024 in the second box under the “V3 Format,” enter 00019764 in the third box under the “V3 Format,” and then press the “Search” button. You may also contact Plaintiff’s counsel, whose contact information is below, and they will provide you with a copy free of charge.

**5.      *Who Are the Attorneys Representing the Parties?***

| Attorneys for Plaintiff and the Class                                                                                                                                                                    | Attorneys for Defendant                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>MARA LAW FIRM, PC</b><br/>David Mara<br/>Matthew Crawford<br/>2650 Camino Del Rio North, Suite 302<br/>San Diego, California 92108<br/>Telephone: (619) 234-2833<br/>Facsimile: (619) 234-4048</p> | <p><b>FISHER &amp; PHILLIPS LLP</b><br/>Phillip Simpler<br/>Kathryn Evans<br/>4747 Executive Drive, Suite 1000<br/>San Diego, California 92121<br/>Telephone: (858) 597-9600<br/>Facsimile: (858) 597-9601</p> |

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

**6.      *What Are My Options?***

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

***Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.***

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

**7. *How Do I Opt Out Or Exclude Myself From This Settlement?***

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619; (d) be signed by you or your lawful representative; and (e) be postmarked no later than November 10, 2025.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

**8. *How Do I Object To The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than November 10, 2025. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. If you are a Class Member who does not opt out of the Settlement, you may also raise a verbal objection to the Settlement at the Final Approval Hearing. The objection will not be valid if it objects only to the appropriateness of the actions or their merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

**9. *How Does This Settlement Affect My Rights? What are the Released Claims?***

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties<sup>1</sup> from the Released Class Claims. The Released Class Claims are:

All claims alleged or that could have been alleged based on the facts and circumstances alleged in the Class Action Complaint, including but not limited to claims under California Labor Code sections 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226.2, 226.3, 226.7, 246, 248.2, 248.6, 510, 512, 515, 558, 1194, 1194.2, 1197; IWC Wage Order No. 4-2001 related to the alleged Labor Code violations; California Code of Regulations, Title 8, sections 11110 and 3395; and California Business and Professions Code sections 17200-17208; and any claim for attorneys’ fees and costs related to the above-referenced claims.

If you are an Aggrieved Employee, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims include are:

All claims asserted in the PAGA Action Complaint and Plaintiff’s PAGA notice to the LWDA or that could have been alleged based on the facts and circumstances alleged in the PAGA Action Complaint and Plaintiff’s PAGA notice to the LWDA, including but not limited to claims under California Labor Code sections 201, 202, 203, 204, 222, 223, 224, 226, 226.2, 226.3, 226.7, 246, 510, 512, 515, 558, 1194, 1197, 1197.1, 1199, 2698, 2699; IWC Wage Order No. 4-2001 related to the alleged Labor Code violations; and California Code of Regulations section 11070. All Released PAGA Claims are limited to the PAGA Period

All Class Members who do not opt out of the Settlement will be enjoined from prosecuting the Released Class Claims and initiating or continuing other proceedings regarding the Release Class Claims, including but not limited to filing any claims for monetary relief of the Released Claims before the Division of Labor Standards and Enforcement (“DLSE”) or in any forum whatsoever. All Aggrieved Employees will be enjoined from prosecuting the Released PAGA Claims and from initiating or continuing other proceedings regarding the Released

<sup>1</sup> “Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, shareholders, joint ventures, predecessors, successors, and/or assigns.

PAGA Claims, including but not limited to filing any claims for monetary relief of the Released PAGA Claims before the DLSE or in any forum whatsoever.

|                                                                              |
|------------------------------------------------------------------------------|
| <b>10.     <i>How Much Can I Expect to Receive From This Settlement?</i></b> |
|------------------------------------------------------------------------------|

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$150,000 (“Gross Settlement Amount” or “GSA”).

**A.   Deductions from the Settlement**

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payment to the named Plaintiff in an amount up to \$10,000, for prosecution of the Lawsuits, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$5,000; (3) a payment of \$2,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$50,000 (one-third of the Gross Settlement Amount) for attorneys’ fees and an amount not to exceed \$13,000 for litigation costs. All of these payments are subject to court approval.

**B.   How Class Member Settlement Payments are Calculated**

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a work week for purposes of this calculation. Therefore, the value of each Class Member’s Individual Class Settlement Share ties directly to the amount of weeks that he or she worked.

**C.   How Aggrieved Employees’ Settlement Payments are Calculated**

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$1,500 (75% of the \$2,000 total PAGA Payment). The remaining \$500 is the “Net PAGA Settlement Amount” or “NPSA” and will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant in California, based on the Class Data provided by Defendant, divided by (ii) the total number of pay periods worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net PAGA Settlement Amount. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee’s Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked.

**D.   Your Estimated Settlement Payment**

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$«Est\_Class\_PMT», less taxes. This is based on the Class Data which shows you worked «Class\_Weeks» workweeks during the Class Period. The maximum number of workweeks any Class Member may have is \_\_\_\_.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$«Est\_PAGA\_PMT». This is based on the PAGA Data which shows you worked «PAGA\_Pay\_Periods» workweeks during the PAGA Period. The maximum number of workweeks any Aggrieved Employee may have is \_\_\_\_.

**E.   Tax Treatment of Your Settlement Payments**

Each Class Member’s Individual Class Settlement Share will be apportioned as follows: one-third wages, one-third interest, and one-third penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees’ wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each Class Member’s Individual Class Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Nothing in this Notice is intended to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

**F.   What Happens If You Don’t Cash Your Check?**

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to the State of California unclaimed property fund in the name of the Class Member.

**11. *How Will the Attorneys for the Class and the Class Representative Be Paid?***

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$50,000) for attorney fees and \$13,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at the telephone number listed below, toll free or Class Counsel listed above. You can also obtain documents related to this case and this settlement by visiting <https://apexclassaction.com/jlinsulation/>, a website maintained by the Settlement Administrator. Please refer to the J & L Insulation Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may obtain the underlying documents and papers on file with the Court for a nominal fee at the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, and/or by visiting the San Diego Superior Court website at <https://odyroa.sdcourt.ca.gov/>. After you agree to the terms, select 2024 in the second box under the "V3 Format," enter 00019764 in the third box under the "V3 Format," and then press the "Search" button. You may also contact Class Counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**