

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

STEPHEN CHAVEZ, DULCE HERNANDEZ,
and JUDITH RUE, *et. al.*

Plaintiffs,

v.

No. D-202-CV-2020-00757

NODEL PARKS, LLC, AZTEC VILLAGE MHC, LLC, dba AZTEC VILLAGE, VILLAGE PARK MHC, LLC, dba VILLAGE PARK, LONGVIEW MHC, LLC, dba LONGVIEW, TIERRA WEST MHC, LLC dba TIERRA WEST ESTATES, SOUTH POINTE VILLAGE, MHC, LLC, dba SOUTH POINTE VILLAGE, RIO GRANDE ASSOCIATES, LLC, dba VAN CLEAVE PLACE, RICHARD NODEL, individually, and as owner of Nodel Parks, LLC, and ED SUMMONS, individually, and as authorized agent for Nodel Parks, LLC

Defendants.

PLAINTIFFS' UNOPPOSED MOTION FOR CERTIFICATION OF SETTLEMENT CLASS, PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT, AND APPROVAL OF NOTICE

I. Introduction

Plaintiffs Stephen Chavez, Dulce Hernandez, and Judith Enriquez (“Plaintiffs”) and Defendants Nodel Parks, LLC, Aztec Village MHC, LLC, dba Aztec Village, Village Park MHC, LLC, dba Village Park, Longview MHC, LLC, dba Longview, Tierra West MHC, LLC, dba Tierra West Estates, South Pointe Village MHC, LLC, dba South Pointe Village, Rio Grande Associates, LLC, dba Van Cleave Place, Richard Nodel, individually and as owner of Nodel Parks, LLC, and Ed Summons, individually and as authorized agent for Nodel Parks, LLC (“Defendants”) have reached an agreement to settle this class action

lawsuit. The proposed Class Action Settlement Agreement (“Settlement Agreement”) includes a settlement fund of \$567,600, along with other substantial non-monetary consideration. *See* Exhibit 1 (Settlement Agreement). Plaintiffs respectfully request pursuant to Rule 1-023(G) NMRA that the Court:

1. Certify a settlement class (“the Class”);
2. Appoint Plaintiffs as Class Representatives;
3. Appoint Plaintiffs’ counsel as Class Counsel;
4. Grant preliminary approval of the Settlement Agreement;
5. Direct that proposed Notice of Class Action Settlement (“Notice”) be provided to Class Members in the form proposed by Plaintiffs. *See* Exhibit 2 (Notice);
6. Set deadlines and other requirements for Class Members to object or opt-out; and
7. Set a final fairness hearing.

Plaintiffs submit a proposed Order Granting Preliminary Approval to Class Action Settlement (“Order”), including all requested relief. *See* Exhibit 3.

Defendants concur in this Motion for Preliminary Approval. The parties agree that the proposed Settlement Agreement is fair, reasonable, adequate, and worthy of preliminary approval.

II. Statement of the Case

Plaintiffs filed this action on January 30, 2020, on behalf of themselves and a putative class of residents of Aztec Village, a mobile home park, alleging violations of the New Mexico Mobile Home Park Act (“MHPA”) and the New Mexico Unfair Practices Act (“UPA”). The original Complaint named Aztec Village MHC, LLC, parent company Nodel

Parks, LLC, Richard Nodel, Ed Summons, and the then on-site manager of Aztec Village as defendants.

On February 22, 2021, Plaintiffs filed a First Amended Complaint that added five additional Nodel Parks communities—Village Park, Longview, Tierra West Estates, South Pointe Village, and Van Cleave Place—as defendants; dismissed the Aztec Village community manager; dismissed two original named plaintiffs; and substituted two new named plaintiffs who were residents of Village Park.

On August 20, 2025 Plaintiffs filed a Second Amended Complaint, dismissing two named plaintiffs and narrowing the legal claims. The Second Amended Complaint is now the operative Complaint. In the Second Amended Complaint, Plaintiffs allege that Defendants (1) imposed and collected “violation charges” that are not authorized by the MHPA; (2) assessed administrative fees without providing the disclosures required by statute; and (3) billed residents for utilities without providing actual usage or, if unavailable, disclosing the formula used to calculate each household’s share of utility costs. Plaintiffs further allege that Defendants enforced community rules that were not properly promulgated or disclosed in compliance with the MHPA. These practices are alleged to have been implemented pursuant to common policies and decisions made by Defendants and applied uniformly to residents across Defendants’ parks, resulting in unlawful fees, charges, and financial harm to Class Members. Defendants deny all of these allegations. For over five years, the litigation proceeded through extensive discovery and motion practice. Discovery in this matter was exhaustive and included written discovery served on all six Defendant parks, with two rounds of discovery directed to two of the parks. Plaintiffs filed and fully briefed two motions to compel. Discovery also included class discovery

directed to all named Plaintiffs, the deposition of a park manager employed by Defendants, a Rule 30(b)(6) deposition for one Defendant park, and depositions of all named Plaintiffs. Defendants filed multiple dispositive motions.

The case is far from over. The parties face very significant additional litigation. Discovery is ongoing, and the parties require both additional written discovery and depositions. Plaintiffs plan to seek certification of a class, which would require voluminous briefing and a hearing. Regardless of the outcome of the certification decision, an interlocutory appeal is likely. Then, the parties would need to address the merits of the case, likely requiring even more discovery. The case would only be decided after motions practice and potentially a trial. A second appeal is possible. The case would not be resolved without years of additional litigation and very substantial costs and attorneys' fees.

In light of the considerable risks, expense, and delay associated with continued litigation, the parties agreed to participate in mediation with the Honorable William P. Lynch (ret.). The mediation resulted in a comprehensive settlement resolving all claims on a class-wide basis, which Plaintiffs now submit for preliminary approval as fair, reasonable, and in the best interests of the Class.

III. Terms of Settlement

The material terms of the parties' Settlement Agreement are as follows:

A. Monetary Relief to Class Members

The Settlement Agreement provides for a fund of \$567,600 ("Settlement Amount"). It is anticipated that, after payment of attorneys' fees and litigation costs, as well as service awards to Mr. Chavez, Ms. Hernandez, and Ms. Enriquez, and payment of costs of notice and administration, \$401,075.02 or approximately 71% of the Settlement Amount will be paid to members of the Class ("Class Members").

Before negotiating, Plaintiffs evaluated Class Members' potential damages in this case. Defendants affirmed that the following information is true and accurate as of the date of settlement:

- The Class includes 2,013 unique Class Members.
- Defendants collected \$18,145.00 in "violation charges" from Class Members.
- The total amount paid by Class Members in "administrative fees" relating to utilities from January 30, 2016 through the present is disputed by the parties. Plaintiffs previously calculated a total of \$857,765.97, but Defendants state that the true number is lower. Defendants calculate \$158,993.01, but Plaintiffs believe the true number is higher, although likely significantly lower than \$857,765.97, based on Defendants' statements. The Parties have reached settlement in the understanding that the exact number has not been determined and is somewhere in the range between the Parties' respective figures.

Defendants also produced a Class List reflecting this information and providing information adequate to identify each Class Member's individual damages.

If Plaintiffs were to prevail on all claims, the remedies available could include recovery of all unlawfully assessed fees, statutory damages, and other relief authorized by law. While Plaintiffs believe their claims are strong and supported by the evidence developed in this case, they also recognize that continued litigation would involve significant expense, delay, and risk. In this context, the Settlement provides a substantial recovery that returns a significant portion of the fees alleged to have been illegally

collected, without requiring Class Members to endure the uncertainty and delay inherent in further litigation. As mentioned above, \$401,075.02, or approximately 71% of the Settlement Amount, will be disbursed to Class Members after payment of attorneys' fees and litigation costs, a service award to the Plaintiffs, and payment of costs of notice and administration. Under the proposed distribution plan, settlement funds will be distributed in equal shares to Class Members, resulting in an estimated payment of approximately \$200 per Class Member, subject to adjustment based on the final number of participating Class Members and administrative costs.¹

B. Unclaimed Amounts

If, after distribution, any unclaimed amounts of the Settlement Amount cannot practicably and economically be distributed to Class Members in a second mailing, the amount of any uncashed checks will be used to create a *cy pres* award to New Mexico Legal Aid, a 501(c)(3) organization which provides legal assistance to low-income persons residing in New Mexico. This proposal meets the requirements of Rule 1-023(G) NMRA for residual funds.

C. Non-Monetary Relief and Permanent Injunction

Defendants stipulate to the entry of a permanent injunction in the form proposed in Exhibit 1 to the Settlement Agreement. The injunction permanently prohibits Defendants from imposing or collecting any violation charges; requires clear, advance written disclosure of all administrative fees and all charges other than rent billed to residents; mandates transparent, itemized utility billing that discloses per-unit cost or, if unavailable,

¹ The ultimate recovery per class member is likely to be higher, since inevitably not all class members will be located, and residual funds will likely be sent in a second mailing to class members prior to donation to the *cy pres* nominee, discussed below.

the total cost of the utility service for the billing period and the precise formula used to calculate each resident's individual charge, and prohibits charging residents more than actual utility costs; requires administrative utility fees to be separately itemized on resident utility bills; compels Defendants to reissue and amend community rules through the statutory notice and comment process; bars retaliation against the named Plaintiffs for their participation in this litigation; and obligates Defendants to amend all policies, forms, leases, and notices to conform with New Mexico law. The injunction further requires Defendants file an affidavit of compliance with the Court verifying that all injunctive provisions have been fully implemented at all six parks within 120 days from the date the Court issues an order approving the Settlement Agreement.

D. Release of Claims Against Defendants

In exchange for this consideration, Defendants will receive a release of all claims against them, as set forth in the Settlement Agreement.

Upon entry of the Court's Final Approval Order and Judgment, the Class Representatives and Class Members shall be forever barred from asserting any claims against the Defendants arising out of, based on, or in any way related to, the claims in the Lawsuit, as set forth in the Settlement Agreement, and the Class Representatives and Class Members conclusively shall be deemed to have fully, finally, and forever released Defendants from any and all such claims.

E. No Action Required by Class Members to Participate in Settlement

The Settlement Agreement does not require Class Members to submit claim forms or to take any affirmative steps to receive the benefits of the settlement. This process ensures maximum benefits to the Class Members.

F. Right to Opt Out or Object

Plaintiffs' proposed Notice explains Class Members' right to opt out of this case entirely, or in the alternative to object to the proposed Settlement Agreement. *See* Exhibit 2. Plaintiffs request that Class Members who wish to opt out or object be ordered to do so in writing, postmarked no later than 60 days after the mailing deadline for the Notice.

IV. Proposed Attorneys' Fees, Costs, and Service Award to Class Representative

Prior to the final approval hearing, Class Counsel will submit a request for approval of payment from the Settlement Amount of attorneys' fees, costs, and service awards to the Plaintiffs. Plaintiffs' proposed Notice, *see* Exhibit 2, notifies Class Members of these proposed amounts and gives them an opportunity to object.

A. Attorneys' Fees

Plaintiffs will submit a request for approval of attorneys' fees in the anticipated amount of \$100,000 which constitutes 17% of the Settlement Amount, plus \$7,625 in gross receipts tax. Such an award is consistent with case law on "percentage of the fund" awards in class action lawsuits. *In re N.M. Indirect Purchasers Microsoft Corp.*, 2007-NMCA-007, ¶ 43, 140 N.M. 879, 898, 149 P.3d 976, 995 ("In common funds up to about \$50 million, fees in complex class actions are usually 20% to 30% of the recovery."); *Lane v. Page*, 862 F. Supp. 2d 1182, 1256 (D.N.M. 2012) ("[F]ees in the range of 30–40% of any amount recovered are common in complex and other cases taken on a contingent fee basis."). Courts apply the factors set forth in Rule 16-105 NMRA to determine the reasonableness of an award of attorneys' fees. *In re N.M. Indirect Purchasers Microsoft Corp.*, 2007-NMCA-007, ¶ 76, 140 N.M. at 907. Here, Plaintiffs' request is reasonable given counsel's experience and under the circumstances of the case. *See* Exhibits 4, and 5 (Declarations of Class Counsel).

The first factor is “(1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly.” Rule 16-105 NMRA. The questions presented in this case were difficult and called for technical expertise in the area of class action, mobile home park, and consumer law. *See* Exhibits 4 and 5 (Declarations of Class Counsel). Plaintiffs submit that their lawyers demonstrated considerable skill in shepherding this case to a favorable resolution.

The second factor is “(2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer.” Rule 16-105 NMRA. Applying a similar element in a federal class action, the United States District Court for the District of Colorado observed that this type of action “necessarily require[s] a great deal of work, and a concomitant inability to take on other cases.” *Lucas v. Kmart Corp.*, No. CIV.A. 99-01923, 2006 WL 2729260, at *6 (D. Colo. July 27, 2006).

The third factor is “(3) the fee customarily charged in the locality for similar legal services.” Rule 16-105 NMRA. As noted above, Plaintiffs’ request for fees is consistent with the percentage of the fund method favored in New Mexico.

The fourth factor is “(4) the amount involved and the results obtained.” Rule 16-105 NMRA. Here, Plaintiffs’ attorneys achieved an excellent result for the class, solving the problem that led to the filing of this class action. The attorneys’ fees requested are reasonable and proportionate in relation to the total recovery for the class.

The fifth factor is “(5) the time limitations imposed by the client or by the circumstances.” Rule 16-105 NMRA. This factor does not weigh for or against the award.

The sixth factor is “(6) the nature and length of the professional relationship with the client.” Rule 16-105 NMRA. Plaintiffs’ attorneys have represented them from the beginning of this case in 2020 through the present, without interruption.

The seventh factor is “(7) the experience, reputation, and ability of the lawyer or lawyers performing the services.” Rule 16-105 NMRA. Plaintiffs’ attorneys are specialists in mobile home park and consumer law. *See* Exhibits 4 and 5 (Declarations of Class Counsel).

The eighth factor is “(8) whether the fee is fixed or contingent.” Rule 16-105 NMRA. Here, the fee was entirely contingent. *See* Exhibits 4 and 5 (Declarations of Class Counsel). Plaintiffs’ lawyers litigated for nearly 6 years with no compensation. Their respective firms took on the complete risk of nonpayment.

B. Costs

In addition to payment of attorneys’ fees, Class Counsel will request reimbursement for all costs, including costs of administration. Plaintiffs’ costs other than costs of administration are currently \$9,016.68. *See* Exhibits 4 and 5. Costs of administration by a third-party class action administrator will be \$19,883.30. *See* Exhibit 6 (estimate from class action administrator to administer settlement). These are reasonable expenses given the necessity of (1) sending notice to the more than 2,000 class members; (2) processing such notices, including skip tracing to locate class members; and (3) administering payment of more than 2,000 checks.

C. Service Award

Class Counsel will also apply to the Court for approval of a service award of \$10,000 to each of the Plaintiffs, Mr. Chavez, Ms. Hernandez, and Ms. Enriquez, in

recognition of their time, effort, and participation in this litigation. Each of the Plaintiffs actively participated in this litigation over five years. Their involvement included reviewing pleadings, maintaining regular and substantive communication with Class Counsel, participating in written discovery, full day depositions, and engaging directly in the settlement process, including mediation. Courts routinely approve service awards in this range where named plaintiffs devote significant time and effort to the litigation and help secure meaningful relief for the class. *See, e.g., Ciarciello v. Bioventus Inc.*, 760 F. Supp. 3d 377, 403 (M.D.N.C. 2024) (approving service award of \$11,813.94 where lead plaintiff was actively involved, reviewed pleadings, responded to discovery, and participated in depositions and mediation); *Muransky v. Godiva Chocolatier, Inc.*, 922 F.3d 1175, 1197 (11th Cir.), (affirming approval of \$10,000 incentive award where representative plaintiff devoted time and effort and settlement conferred substantial benefits on the class); *reh'g en banc granted, opinion vacated*, 939 F.3d 1278 (11th Cir. 2019), *and on reh'g en banc reversed on other grounds*, 979 F.3d 917 (11th Cir. 2020); and *Goodlaxson v. Mayor & City Council of Baltimore*, 776 F. Supp. 3d 311, 327 (D. Md. 2025) (approving \$10,000 service awards where named plaintiffs were actively involved, expended considerable time and effort, and awards were consistent with those approved in the district). Without Plaintiffs' sustained efforts and willingness to serve as class representatives, the relief secured for the Class would not have been possible.

V. Certification of a Settlement Class is Appropriate

The parties agree that this case is suitable for class certification. The Class is defined as: "All current and former residents of the six Defendant mobile home parks who, during the four years preceding the filing of this lawsuit and continuing through September

5, 2025, resided in one of the Defendant parks, as reflected in the Class List.” All of the elements of class certification pursuant to Rule 1-023 NMRA are met.

Plaintiffs meet the four requirements of Rule 1-023(A). As noted above, with more than 2,000 members, the Class satisfies the numerosity requirement of Rule 1-023(A)(1). *See Stewart v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001) (noting that classes of as few as forty members may be certified). Because the Class Members share common questions of law and fact—namely, whether Defendants imposed and collected entry fees, administrative fees, and utility charges in violation of the MHPA and enforced community rules not promulgated in compliance with the Act—this matter also meets the requirement of commonality, Rule 1-023(A)(2). *See Berry v. Fed. Kemper Life Assur. Co.*, 2004-NMCA-116, ¶ 42, 136 N.M. 454 (“The commonality requirement of Rule 1-023(A)(2) is relatively easily met because it is deemed to require only that a single issue be common to the class.”). Similarly, the Plaintiffs’ claims are typical of the class, satisfying Rule 1-023(A)(3). *See id.*, 2004-NMCA-116, ¶ 43 (“The typicality requirement of Rule 1-023(A)(3) is used to gauge in general how well the proposed class representative’s case matches the class factual allegations and legal theories.”). The parties do not dispute that the Plaintiffs and their counsel meet the adequacy requirement of Rule 1-023(A)(4). *Lopez v. City of Santa Fe*, 206 F.R.D. 285, 289-290 (D.N.M. 2002) (noting that this requirement involves two factors: “(1) the class representative must not have interests antagonistic to those of the class, and (2) the attorney representing the class must be qualified, experienced, and generally able to conduct the proposed litigation.”). Class Counsels’ Declarations, attached as Exhibits 4 and 5 set forth their qualifications.

Plaintiffs also meet the requirements of Rule 1-023(B)(3). Common questions predominate over individual questions; indeed, there are no individual questions. *See Berry*, 2004-NMCA-116, ¶ 48 (“generally, predominance may be found when the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole . . . predominate over those issues that are subject only to individualized proof.”). And no one disputes that the class action is a superior method for resolving this matter. The question of superiority concerns problems of “manageability” of a class action. *Romero v. Philip Morris Inc.*, 2005-NMCA-035, ¶ 52 137 N.M. 229. Here, where the parties have agreed to settle and propose a straightforward procedure to distribute benefits, the case presents no manageability concerns.

This case is well-suited for class resolution.

VI. The Settlement Should Be Preliminarily Approved as Fair, Reasonable and Adequate.

Review and approval of a proposed class action settlement involves two stages: preliminary approval and final approval. In the preliminary approval stage, class counsel submits the proposed terms of settlement to the court, which makes a preliminary fairness evaluation. Rule 1-023(E) NMRA. “At the preliminary approval stage, the Court makes a preliminary evaluation of the fairness of the proposed settlement and determines whether it has any reason to not notify class members of the proposed settlement.” *Lowery v. City of Albuquerque*, No. CIV 09-0457 JB/WDS, 2012 WL 394392, at *22 (D.N.M. Jan. 24, 2012). “There is usually an initial presumption of fairness when a proposed class settlement, which was negotiated at arm's length by counsel for the class, is presented for Court approval.” H. Newberg, A. Conte, *Newberg on Class Actions* (4th ed. 2002), §11.41. The Tenth Circuit has utilized a four-factor test for assessing whether a proposed settlement

is fair, reasonable, and adequate, which includes: (1) whether the proposed settlement was fairly and honestly negotiated; (2) whether serious questions of law and fact exist placing the ultimate outcome of the litigation in doubt; (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) the judgment of the parties that the settlement is fair and reasonable. *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322 (10th Cir.1984).

If preliminary approval is granted, notice is provided to the Class Members and a final fairness hearing is scheduled. Rule 1-023(E). At the final fairness hearing, the Court considers any objections from class members. *See, e.g., Platte v. First Colony Life Ins. Co.*, 2008-NMSC-058, 145 N.M. 77.

Here, the Settlement Agreement presented to the Court for preliminary approval represents a fair and reasonable resolution of this dispute and is worthy of notice to and consideration by the Class Members. It will provide financial and other relief to Class Members and will relieve Defendants of the burden of litigation. The Settlement Agreement was reached by arm's-length bargaining, conducted following years of litigation and detailed investigation into Class Members' claims. The parties reached settlement based on the risks and expense involved in pursuing the litigation to conclusion, the protracted nature of the litigation, and the likelihood, costs and possible outcomes of additional procedural and substantive disputes. Based on this review and analysis, Plaintiffs believe that settlement is in the best interests of the Class.

VII. The Proposed Notice to Class Members Is Adequate

Under Rule 1-023(C)(2) and (E), Class Members are entitled to notice of certification and of any proposed settlement, and an opportunity to opt out or object before

it is finally approved by the Court. The Notice proposed by Plaintiffs is clear and straightforward, providing Class Members with enough information to evaluate whether to opt out of this case or to object to the settlement, as well as directions on how to seek further information.

Plaintiffs plan to use an experienced administrator, American Legal Claims Services, to manage the Notice. Notice will be sent by first-class mail to addresses checked through the National Change of Address database. Any Notices returned with a forwarding address will be promptly re-mailed to the forwarding address. Notices returned without a forwarding address will be subject to more sophisticated “skip tracing” to locate the Class Member. If the Court grants final approval to the Settlement Agreement, the administrator will also mail checks to eligible Class Members using similar procedures.

VIII. Scheduling Matters

Should the Court grant preliminary approval, the parties request that the final approval hearing be set for a date approximately 100 days after preliminary approval. The Court should allow Plaintiffs 30 days to mail notice. Class Members should be allowed 60 days to opt out or object. This will allow the parties to mail the Notice to Class Members and for Class Members to object or to opt out, if desired. This schedule will also allow sufficient time for the Court to evaluate objections, if any are submitted.

IX. Conclusion

The proposed Settlement Agreement is fair, reasonable, and adequate. Wherefore, Plaintiffs requests that the Court:

1. Certify the Class for purposes of settlement;
2. Appoint Plaintiffs as Class Representatives;

3. Appoint Plaintiffs' counsel as Class Counsel;
4. Grant preliminary approval of the Settlement Agreement;
5. Direct that proposed Notice be provided to Class Members;
6. Set deadlines and other requirements for Class Members to object or opt-out; and
7. Set a final fairness hearing.

Respectfully Submitted,

/s/ Maria Griego

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CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of February, 2026, the foregoing pleading was filed electronically through the Odyssey File & Serve System, which caused all counsel of record to be served by electronic means.

/s/Maria Griego

Maria Griego

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

STEPHEN CHAVEZ,
DULCE HERNANDEZ, and
JUDITH ENRIQUEZ,
on behalf of themselves and individuals
similarly situated.

Plaintiffs,

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RIO GRANDE ASSOCIATES, LLC, dba VAN CLEAVE PLACE
RICHARD NODEL, individually, and as owner of Nodel Parks, LLC, and
ED SUMMONS, individually, and as authorized agent for Nodel Parks, LLC,

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

RECITALS

A. **Parties.** The parties to this Class Action Settlement Agreement (“Agreement”) are: Plaintiffs Stephen Chavez, Dulce Hernandez, and Judith Enriquez (“Plaintiffs”), individually and on behalf of a class of persons (“the Class”), and Defendants Nodel Parks, LLC; Aztec Village MHC, LLC, dba Aztec Village; Village Park MHC, LLC, dba Village Park; Longview MHC, LLC, dba Longview; Tierra West MHC, LLC, dba Tierra West Estates; South Pointe Village MHC, LLC, dba South Pointe Village; Rio Grande Associates, LP, dba Van Cleave Place; Richard Nodel; and Ed Summons (“Defendants”). Provided it is approved by the Court, this Agreement binds Defendants, their heirs, assigns

and successors, officers and employees, and all others acting on behalf of Defendants. Provided it is approved by the Court, this Agreement also binds Plaintiffs and all members of the Settlement Class (“Class”), and their heirs, assigns and successors, and all others acting on behalf of Plaintiffs and the Class. Together all of the above-mentioned individuals and entities shall be referred to as the “Parties” herein.

- B. **Nature of Litigation.** On January 30, 2020, Plaintiffs filed a class action in the New Mexico Second Judicial District Court, Case No. D-202-CV-2020-00757 (“the Lawsuit”), alleging various legal claims against Defendants on behalf of themselves and a putative class. This Agreement resolves all claims in the Lawsuit.
- C. **Denial of Liability.** It is agreed that this Agreement is a compromise of disputed claims, and that entry into this Agreement, the terms of this Agreement, and any actions taken in furtherance of this Agreement do not constitute and will not be deemed or construed as an admission of liability or wrongdoing, or of any position whatsoever, in any respect, by Defendants, and that liability or wrongdoing is expressly denied by Defendants. This Agreement cannot, under any circumstance, be interpreted or represented as a suggestion of, or an admission by, Defendants of liability or wrongdoing.
- D. **Investigation.** Counsel for Plaintiffs and the Class (“Class Counsel”) has investigated the facts available and the applicable law. Class Counsel has obtained information and documents from Defendants, including a redacted list of class members sent to Class Counsel (“Class List”). The Parties reached settlement after engaging in a formal mediation led by the Honorable William P. Lynch (ret.). Defendants affirm and warrant that the Class List is complete to the best of its knowledge, based on investigation of all available information, including the following facts about the Class (“Class Facts”):

- There are 2,013 unique Class Members;
- Defendants imposed and collected \$18,145.00 in “violation charges” from Class Members from January 30, 2016 through the present;
- Defendants did not charge Class Members any amounts that would qualify as “entry fees” pursuant to NMSA § 47-10-10, other than “violation charges.” The parties dispute whether “violation charges” constituted “entry fees” and Defendants do not concede that “violation charges” constituted “entry fees.”
- Defendants did not charge Class Members any amounts for utilities above the actual costs of utilities; and
- The total amount paid by Class Members in administrative fees from January 30, 2016 through the present is disputed by the parties. Plaintiffs previously calculated a total of \$857,765.97, but Defendants state that the true number is lower. Defendants calculate \$158,993.01, but Plaintiffs believe the true number is higher, although likely significantly lower than \$857,765.97, based on Defendants' statements. The Parties have reached settlement in the understanding that the exact number has not been determined and is somewhere in the range between the Parties' respective figures. Because no exact number has been determined, neither party shall disclose either Plaintiffs' nor Defendants' number nor this range outside of any court filings or hearings necessary to secure court approval of this settlement agreement.

Defendants acknowledge that the completeness of the Class List and Class Facts are a material requirement of settlement and that it shall constitute a material breach of the Agreement if it is determined that Defendants knew or should have known that the Class

List or Class Facts were materially inaccurate or materially incomplete.

- F. **Compromise.** Plaintiffs, on their own behalf and on behalf of the members of the Class, desire to settle their claims against Defendants, having taken into account, through Class Counsel, the risks, delay and difficulties involved in further litigation. Based on the foregoing, and upon an analysis of the benefits which this Agreement affords the Class, Plaintiffs consider it to be in the best interest of the Class to enter into this Agreement.
- G. **Settlement of all Claims.** In consideration of the foregoing and for other good and valuable consideration, the Parties agree that all claims of the Plaintiffs and the members of the Class, known or unknown, should be and are compromised and settled, subject to the approval of the Court, upon the following terms and conditions.
- H. **Power to Execute.** All Parties represent and warrant that they have complete authority, right and power to enter into and execute this Agreement.

TERMS OF SETTLEMENT

The foregoing recitals are hereby incorporated into and made a part of this Agreement.

1. **Effective Date.** This Agreement shall become effective (“Effective Date”) upon the Court’s entry of a final Order approving this Agreement as fair, reasonable and adequate to the Class; provided, however, that the Order has become final, meaning that there has been no objection, or the time for appeal by an objector has expired, or, if there has been an appeal, that the Order has been upheld on appeal without material change.
2. **Settlement Class Definition.** Defendants stipulate to certification of the Class pursuant to Rule 1-023 NMRA, defined as follows: All current and former residents of the six Defendant mobile home parks who, during the four years preceding the filing of this lawsuit and continuing through September 5, 2025, resided in one of the Defendant parks.

3. **Relief.**

- a. **Generally:** Full settlement is in the amount of \$567,600. This amount is the full and final settlement amount for any and all claims, known or unknown, which is inclusive of all damages to Class Members, and all of Class Counsel’s attorneys’ fees, costs, all costs of administration, and the entire service award to the named Plaintiffs. Plaintiffs are responsible for calculating and determining the distributions to the Class Members. Plaintiffs are responsible for settlement administration, including the cost of settlement administration. Defendants will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Agreement other than the amount specifically provided for in the Agreement.
- b. **Monetary Relief:** No later than 14 days after the Effective Date, Defendants shall make payment of \$567,600 (“Monetary Relief”). Defendants are jointly and severally liable for the full amount of the Monetary Relief. Plaintiffs acknowledge that the amount of the Monetary Relief is a material requirement of settlement and that in no event shall Defendants be required to compensate Plaintiffs, the Class, or Class Counsel in any amounts above the Monetary Relief. Payment shall be made by check or wire transfer to Feferman & Warren LLC Trust Account, and if mailed or hand-delivered, shall be delivered to Nicholas H. Mattison, Feferman, Warren & Mattison, 300 Central Ave. SW, Ste. 2000W, Albuquerque, NM 87102. The Monetary Relief will be utilized as follows:
- i. **Payment of Class Counsel’s Attorneys’ Fees and Costs.** Plaintiffs will submit an attorneys’ fee and cost application to the Court. Defendants will not oppose Plaintiffs’ request for attorneys’ fees and costs.

- ii. **Payment of Costs of Administration.** Plaintiffs will submit a request for payment of costs of administration. Defendants will not oppose Plaintiffs' request for costs of administration.
 - iii. **Service Award for Named Plaintiffs.** In recognition of named Plaintiffs' contributions to the Lawsuit and this Agreement, Plaintiffs will submit a request for a service award (also referred to as an "incentive payment"). Defendants will not oppose Plaintiffs' request for a service award.
 - iv. **Monetary Relief to the Class.** After payment of the above sums, the balance of the Monetary Relief remaining will be distributed to members of the Class (excluding any who cannot be located) pursuant to a formula to be approved by the Court. Defendants will not oppose Plaintiffs' proposed formula for distribution of settlement funds to the Class.
 - v. **No Other Financial Obligations on Defendants:** Defendants will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Agreement other than the Monetary Relief amount specifically provided for in this Agreement.
- c. **Distribution of Monetary Relief to the Class.** Within thirty (30) days after the payment of Monetary Relief, a Settlement Administrator selected by Class Counsel will distribute the remaining Monetary Relief to Class Members by checks which will become void 180 days from the date of issue to such members of the class as can be located through reasonable efforts.
- i. **Deceased Class Members.** In the event that a Class Member who is entitled to a payment is deceased, the payment shall be issued to a person

reasonably believed to be that person's heir or beneficiary, upon presentation of reasonable written documentation by such person to Class Counsel. Plaintiffs are solely responsible for this determination.

ii. **Unclaimed Amounts.** The total cash amount of all checks written to Class Members who fail to cash their checks by the void date will be redistributed to Class Members if economically practicable. The class administrator will attempt to locate class members through skip tracing before redistributing their proceeds. If a second distribution is not economically practicable, or if funds remain after a second distribution, all remaining funds will be donated, subject to Court approval, as a *cy pres* award to New Mexico Legal Aid. The refusal of the Court to approve this *cy pres* award, or the Court's modification of this *cy pres* award, will not constitute a material change to this Agreement. There will be no reverter to Defendants.

d. **Additional Relief.**

i. Defendants shall stipulate to the entry of a permanent injunction in the form proposed in Exhibit 1 to this Agreement. The form of the injunction is a material term in this Agreement. Should the Court modify the terms of the injunction or refuse to enter it, Plaintiffs at their sole discretion may elect to waive the entry of an injunction but proceed otherwise with this Agreement; or if Plaintiffs do not so elect, Defendants may void this Agreement.

e. **Information Exchange.** Defendants shall provide an updated version of the Class List, for the sole purpose of effectuating this Agreement, the content of which shall

only be shared with the class administrator which shall contain, in addition to the items already disclosed in previous Class Lists:

- Last name resident (“residents” are (1) only those who are parties to rental agreements, not every person who lived in a unit, and (2) only owners of mobile homes, not renters of mobile homes)
- First name resident
- Last name resident 2
- First name resident 2
- Etc. (for further residents)
- Address 1 (street)
- Address 2 (apt etc)
- State
- Zip
- Phone number
- E-mail address
- DOB
- Corrected move in/move out dates
- Identification of which class members paid violation charges and the amount of such charges

4. **Release.** Plaintiffs and each Class Member who does not opt out, for themselves, their attorneys, spouses, beneficiaries, executors, representatives, heirs, successors and assigns, as of the Effective Date, fully and finally release and discharge Defendants, their present

and former officers, directors, successors, predecessors, representatives, agents, subsidiaries, parents, administrators, heirs, assigns, shareholders, members, affiliated companies, insurers, attorneys and employees, from any and all rights, claims, demands, actions, causes of action, damages, known or unknown, costs and expenses of any kind (including court costs and attorneys' fees) arising out of, based on, or in any way related to, the claims in the Lawsuit, namely the assessment and collection of violation fees, the assessment and collection of administrative fees without the disclosure required in NMSA § 47-10-21(B), the assessment and collection of utility charges not in compliance with NMSA § 47-10-22, and the imposition of and enforcement of community rules not in compliance with NMSA § 47-10-15. This release is conditioned upon payment of the Monetary Relief.

5. **Public Disclosure, Media Limitations, and Mutual Non-Disparagement.**

- a. The parties recognize that settlement of Plaintiffs' claims is not a concession of liability on the part of any of the Defendants and should not be so construed. Neither Plaintiffs nor their counsel shall issue any press releases, hold any press conferences, publish on any websites, publish in any newsletters, communicate with any media outlets, or otherwise disclose the details of this case or settlement in any manner which refers explicitly to any of the Defendants by name or other easily distinguishing characteristic. If the New Mexico Center on Law and Poverty has already published on its website any information about this lawsuit that includes disclosure of any of Defendants' names, it shall remove that content. To the extent Plaintiffs or their counsel wish to publicize the results of the lawsuit or disclose them to donors, they shall do so without referring to the names of any of the Defendants and without providing any information by which Defendants can be

easily identified. Plaintiffs and their counsel are permitted to report that they secured a settlement on behalf of the residents of six Albuquerque mobile home parks and may disclose the monetary amount of the settlement and the terms concerning how the settlement funds will be distributed, may describe the nature of the allegations of unlawful conduct, and may describe the parties' agreement that certain practices will be changed. However, Plaintiffs and their counsel shall not state or imply that Defendants were adjudicated to have engaged in, or that Defendants admitted to, any wrongful or unlawful conduct.

- b. Neither Defendants nor their counsel shall disparage any of the named Plaintiffs in the media or otherwise. Upon receiving any requests for references for any of the named Plaintiffs by any prospective housing provider, Defendants will confirm the dates of residency and provide a neutral reference.
 - c. Any actions necessary to carry out the terms of the settlement agreement, including notice to class members, class action websites, and any filings in court, are exempt from this provision.
6. If this Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and shall be without prejudice to the rights of the Parties hereto and shall not be used as a limitation on Plaintiffs' alleged claims or damages, nor as an admission, or evidence, of liability for claims or damages by Defendants in any subsequent proceedings in this or any other litigation, or in any manner whatsoever.
7. **Certification and Preliminary Approval.** As soon as practicable after execution of this Agreement, Plaintiffs shall submit a Motion for Class Certification and Preliminary Approval of Settlement Agreement, requesting that the Court enter an Order which:

- a. Certifies the Class, for settlement purposes only, as defined above;
- b. Appoints Plaintiffs as class representative, and appoints Plaintiffs' counsel as Class Counsel;
- c. Preliminarily approves this Agreement;
- d. Schedules a "Fairness Hearing" for final approval of this Agreement by the Court;
- e. Sets deadlines for objections to the Agreement;
- f. Approves a proposed form of Notice to the Class; and
- g. Finds that mailing of such class Notice is the only Notice required and that such Notice satisfies the requirements of due process and Rule 1-023 NMRA.

Defendants agree not to object to Plaintiffs' Motion for Class Certification and Preliminary Approval of Settlement Agreement and waive any appeal of such order; but without waiver of their right to contest certification or the merits of this Lawsuit if the settlement does not receive final approval or the Effective Date does not occur.

8. **Attorneys' Fees, Costs, Costs of Administration and Service Award.** Prior to the Fairness Hearing, Plaintiffs shall apply to the Court for an award of attorneys' fees, costs, costs of administration, and service award. Defendants shall not oppose Plaintiffs' reasonable request and waive any appeal of such order.
9. **Final Approval.** Prior to the Fairness Hearing, Plaintiffs shall apply to the Court for Final Approval of the Agreement. Defendants shall not oppose this request and waive any appeal of such order. At the conclusion of the Fairness Hearing, the Court will determine whether to enter a Final Order approving the terms of this Agreement as fair, reasonable and adequate, providing for the implementation of those terms and provisions, finding that the notice given to the Class Members satisfies the requirements of due process and Rule 1-

023 NMRA, directing the entry of the Final Order, and retaining jurisdiction to enforce the provisions of this Agreement.

10. **Court Required Changes to Agreement.** In the event that the Court conditions its preliminary or final approval of this Agreement on any changes to the Agreement, the Parties shall consent to them if they do not materially alter the obligation of the party. Changes that shall be deemed to materially change the obligation of a party include, but are not limited to, changes that affect (a) the amount of the monetary payment required hereunder; (b) the scope of the releases to be granted; (c) the definition of the Class or Class Members; or (d) a provision expressly noted as material in this Agreement. Changes that merely alter wording or that reasonably modify timing of any event do not materially change the obligations hereunder.
11. **Class Notice.** By no later than 30 days following the Court's entry of the Preliminary Approval Order of the Settlement Agreement (the "Notice Completion Deadline"), the Claims Administrator will notify Class Members of the settlement by U.S. mail ("Class Notice").
12. **Right of Exclusion.** Any Class Member may seek to be excluded from this Agreement and from the Class in the manner provided by the Court. Any Class Member so excluded shall not be bound by the terms of this Agreement nor entitled to any of its benefits. Class Members who submit a timely, written request for exclusion from the Class will be excluded from the Class. A request for exclusion must be in writing and signed by the Class Member, and the written request must state the name, address, and phone number of the person seeking exclusion. The written request also must clearly manifest a person's intent to be excluded from the Class. The request must be mailed to the Claims Administrator at

the address provided in the Class Notice, postmarked no later than 60 days from the date the Class Notice is issued, or any other date set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Class Member for this Agreement. All persons who submit valid, timely notices of their intent to opt out of the Class shall not receive any benefits of and/or be bound by the terms of the Agreement. All persons falling within the definition of the Class who do not request to be excluded from the Class in the manner described in this paragraph shall be bound by the terms of the Agreement. Class Counsel will file a list of Class Members requesting exclusion with the Court. Defendants acknowledge that Class Members may elect to exclude themselves from this Agreement, and agree that such exclusion shall not affect this Agreement.

13. **Objections.** Any notices of objections to this Agreement shall, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, be filed with the Court and sent, via first class mail, to Nicholas H. Mattison, Feferman, Warren & Mattison, 300 Central Avenue, SW, Suite 2000W, Albuquerque, NM 87102. No Class Member will be heard and no papers submitted by any Class Member will be considered unless, the Class Members' written objection(s) include: (a) the title of the case; (b) the objector's name, address, and telephone number; (c) all legal and factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Class Member intends to call on his or her behalf. Any Class Member who fails to object in this manner will be deemed to have waived and

forfeited any and all rights he or she may have to appear separately and/or to object to the Agreement, and the Class Member shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Agreement shall be through the provisions set forth in this paragraph. Without limiting the foregoing, any challenge to the Agreement, the Final Judgment and Order approving this Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the New Mexico Rules of Appellate Procedure and not through a collateral attack. Defendants acknowledge that Class Members may object to this Agreement and agrees that such objection shall not affect this Agreement, except as otherwise provided in the event that the Court materially modifies this Agreement as the result of an objection.

14. **Cooperation.** Defendants agree to reasonably cooperate in Plaintiffs' motions seeking class certification, preliminary and final court approval for the Agreement, attorneys' fees and costs, service award for named Plaintiffs, and *cy pres* award. Defendants agree to reasonably cooperate in any additional actions required to effectuate this agreement. Defendants shall reasonably cooperate in providing all information necessary to send notice and make payment to Class Members. This includes additional available identification to supplement the Class List, if necessary.
15. In an action to enforce this Agreement after breach by a party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred therein.
16. The Agreement was drafted and negotiated by counsel for the Parties at arm's length. The foregoing constitutes the entire agreement between the Parties with regard to the Lawsuit, and subject matter thereof, and may not be modified or amended except in writing, signed

by the Parties hereto, and approved by the Court. The Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.

17. This Agreement may be executed in counterparts, in which case the various counterparts shall be said to constitute one instrument for all purposes. The several signature pages may be collected and annexed to one or more documents to form a complete Agreement. Photocopies of executed copies of this Agreement may be treated as originals.
18. Each and every term of this Agreement shall be binding upon Plaintiffs, the Class Members, their successors, assigns, heirs, personal representatives and all others acting on behalf of Plaintiffs and on Defendants and their assigns and successors, officers and employees, and all others acting on behalf of Defendants. Each of these persons and entities are intended to be beneficiaries of this Agreement.
19. Defendants gives no opinion as to the tax consequences of the settlement to Class Members or anyone else. Each Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the Class Member or other person. Defendants and Class Counsel will act as they determine they are required by the Internal Revenue Code in reporting any settlement benefit provided or attorneys' fees or costs received pursuant to the Agreement.
20. The Parties have relied upon the advice and representation of counsel concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Agreement, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.
21. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective counsel of record, have so agreed.

[signatures begin on following page]

Stephen James Constantine Chavez

Stephen Chavez

Dec 16, 2025

Date

Dulce Hernandez Saldana

Dulce Hernandez

Dec 11, 2025

Date

Judith Enriquez

Date

Stephen Chavez

Date

Dulce Hernandez

Date

Judith Enriquez

Dec 15, 2025


Judith Enriquez

Date



Nodel Parks, LLC

12/9/2025
Date



Aztec Village MHC, LLC, dba Aztec Village

12/9/2025
Date



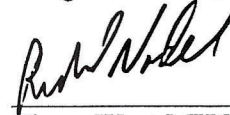
Village Park MHC, LLC, dba Village Park

12/9/2025
Date



Longview MHC, LLC, dba Longview

12/9/2025
Date



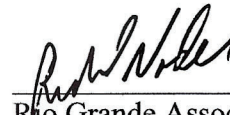
Tierra West MHC, LLC, dba Tierra West Estates

12/9/2025
Date



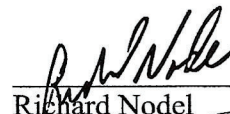
South Pointe Village MHC, LLC, dba South Pointe Village

12/9/2025
Date



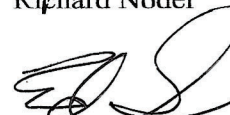
Rio Grande Associates, LP, dba Van Cleave Place

12/9/2025
Date



Richard Nodel

12/9/2025
Date



Ed Summons

12/9/2025
Date

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

STEPHEN CHAVEZ, DULCE HERNANDEZ,
and JUDITH RUE, *et. al.*

Plaintiffs,

v.

No. D-202-CV-2020-00757

NODEL PARKS, LLC, AZTEC VILLAGE MHC, LLC,
dba AZTEC VILLAGE, VILLAGE PARK MHC, LLC,
dba VILLAGE PARK, LONGVIEW MHC, LLC, dba
LONGVIEW, TIERRA WEST MHC, LLC dba TIERRA
WEST ESTATES, SOUTH POINTE VILLAGE, MHC,
LLC, dba SOUTH POINTE VILLAGE, RIO GRANDE
ASSOCIATES, LLC, dba VAN CLEAVE PLACE,
RICHARD NODEL, individually, and as owner of Nodel
Parks, LLC, and ED SUMMONS, individually, and as
authorized agent for Nodel Parks, LLC

Defendants.

NOTICE OF CLASS ACTION SETTLEMENT

**You have not been sued. This notice tells you about a lawsuit which affects your rights.
Please read this notice carefully.**

I. WHAT THE LAWSUIT IS ABOUT

Plaintiffs filed this class action lawsuit against Defendants Nodel Parks, LLC; Aztec Village MHC, LLC (doing business as Aztec Village); Village Park MHC, LLC (doing business as Village Park); Longview MHC, LLC (doing business as Longview); Tierra West MHC, LLC (doing business as Tierra West Estates); South Pointe Village MHC, LLC (doing business as South Pointe Village); Rio Grande Associates, LLC (doing business as Van Cleave Place); Richard Nodel, individually and as owner of Nodel Parks, LLC; and Ed Summons, individually and as authorized agent for Nodel Parks, LLC. The lawsuit was filed in the Second Judicial District Court, Bernalillo County, New Mexico (case number D-202-CV-2020-00757).

The lawsuit concerns violation fees, utility administrative fees, the method used to bill residents for utilities, and the enforcement of community rules affecting residents who lived in the six mobile home parks listed above. Plaintiffs allege that Defendants' practices violated New Mexico law, and that affected residents are entitled to damages. Defendants deny Plaintiffs' allegations.

The lawyers representing Plaintiffs and the class are: Maria Griego and Riley Masse who work at the non-profit law firm and advocacy organization New Mexico Center on Law and Poverty, 301

Edith Blvd. NE, Albuquerque, NM 87102; phone (505) 255-2840; www.nmpovertylaw.org, Nicholas H. Mattison is with the consumer protection law firm Feferman, Warren & Mattison, located at 300 Central Ave. SW, Suite 2000 West, Albuquerque, NM 87102; phone (505) 243-7773; www.nmconsumerwarriors.com, and Charles Parnall and David Adams with Parnall & Adams Law, located at 5931 Jefferson St. NE, Suite B, Albuquerque, NM 87109; phone (505) 886-4446; www.parnalladams.com.

The Court has ruled that Plaintiffs Stephen Chavez, Judith Enriquez, and Dulce Hernandez are the representatives of the following group, or “class,” for purposes of settlement: “All current and former residents of the six Defendant mobile home parks who, during the four years preceding the filing of this lawsuit and continuing through September 5, 2025, resided in one of the Defendant parks.” **You are one of the people in the class.**

Now, the parties have negotiated a settlement in the amount of \$567,600.00. If approved by the Court, class members will receive the settlement benefits described below. Plaintiffs will also use the cash portion of the settlement amount to pay their attorneys’ fees, litigation costs, costs of class administration (such as the cost of sending this notice and distributing checks), and applicable taxes. Plaintiff plans to request that the Court approve payment of \$100,000.00 to cover attorneys’ fees, \$7,625.00 for taxes, \$9,016.68 to cover costs other than administration, plus \$19,883.30 to cover costs of administration. Plaintiffs will also ask the Court to approve service awards of \$10,000 each for Stephen Chavez, Judith Enriquez, and Dulce Hernandez, reflecting their work in this case. The remaining \$401,075.02 will be divided equally amongst class members. It is anticipated that each class member will receive a payment of \$199.24.

Defendants have further agreed to an order that will permanently prohibit them from imposing or collecting violation charges from residents; require clear, advance written disclosure of all utility administrative fees and other non-rent charges; require transparent, itemized utility billing that either provides the resident’s actual usage or, if unavailable, the total amount billed to the park and the formula used to calculate each resident’s charge, separately itemizes any administrative utility fees, and prohibits charges exceeding actual utility costs; require Defendants to reissue community rules, to revise policies, forms, leases, and notices to comply with New Mexico law.

II. WHY WE ARE SENDING YOU THIS NOTICE

You are a member of the class, who will be entitled to receive the settlement benefits described above, as applicable. This notice explains the nature of the lawsuit and informs you of your legal rights.

IN ORDER TO OBTAIN THE BENEFITS OF THIS LAWSUIT, YOU DO NOT HAVE TO DO ANYTHING. However, if this notice was forwarded by the Postal Service, or if it was sent to you at an address which is not current, you should immediately contact the class administrator named below, stating your past and current addresses. If you move from this address, you should send notice of your new address again.

If the person to whom this notice was sent has died, please contact the class administrator, explaining who is entitled to the payment, and include any supporting documentation.

Contact information for the class administrator (for change of address or deceased class member): visit the website at [website]. You may also write to [admin mailing address].

III. YOUR OPTIONS

You have three choices: (1) accept the settlement, (2) exclude yourself from the settlement, or (3) object to the settlement.

1. Accepting the Settlement. IF YOU WISH TO TAKE PART IN THE SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING. If you take part in the settlement, you will be bound by the Settlement Agreement. You will receive the settlement benefits described above, as applicable, including a check. However, it also means that you will release claims against Defendants relating to the transactions in this lawsuit. Plaintiffs' attorneys represent you; you will not need to pay them any money out of pocket. The Court will hold a final approval hearing on [date] at [time] at Second Judicial District Court, 400 Lomas Blvd NW, Albuquerque, NM 87102, before the Honorable Denise Barela-Shepherd to determine whether to approve the settlement. **IF YOU TAKE PART IN THE SETTLEMENT AND DO NOT OBJECT TO IT, YOU DO NOT HAVE TO APPEAR AT THE HEARING.**

2. Excluding yourself from the Settlement. If you exclude yourself from the settlement, you will not receive any benefits, including any check. You will not be bound by the settlement, and you will keep your individual right to sue Defendants on the claims raised in this litigation. If you exclude yourself, you cannot also object to the settlement. If you want to exclude yourself from the settlement, you must file a request to be excluded in writing. The request must contain: (a) your full name, address, and daytime telephone number; (b) an identification of this case by name and case number (shown at the top of this notice); (c) a statement that you want to be excluded from the class and the settlement; and (d) your signature. You must, no later than [date], file your request to be excluded from the class with the Second Judicial District Court, 400 Lomas Blvd NW, Albuquerque, NM 87102 and also mail a copy of it to Plaintiffs' counsel, Nicholas H. Mattison, Feferman, Warren & Mattison, 300 Central Ave SW, Ste. 2000 West, Albuquerque, NM 87102. If your request to be excluded is not postmarked on or before [date], it will not be considered by the Court and you will remain a class member.

3. Objecting to the Settlement. You have the right to object to the proposed settlement, and also to the proposed relief to class members, the proposed award of attorneys' fees, taxes, and costs, and the proposed service awards. If you object to the settlement, you must submit your objection in writing. You must, no later than [date], file your objection with the Second Judicial District Court, 400 Lomas Blvd NW, Albuquerque, NM 87102 and also mail a copy of it to Plaintiffs' counsel, Nicholas H. Mattison, Feferman, Warren & Mattison, 300 Central Ave SW, Ste. 2000 West, Albuquerque, NM 87102. Any objection must include (a) your full name, address, and daytime telephone number; (b) an identification of this case by name and case number (shown at the top of this notice); (c) if you plan to appear through counsel,

counsel's name, address and phone number; (d) a detailed statement of the specific legal and factual bases for each and every objection, and, if through counsel, a legal memorandum in support of the objection; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the final approval hearing; and (f) your signature. If your objection is not postmarked on or before [date], it will not be considered by the Court. **IF YOU DO OBJECT, YOU ALSO MUST APPEAR AT THE HEARING ON [date].**

IV. OTHER MATTERS

This description of the case is general and does not cover all of the issues and proceedings so far. In order to see the complete file, you should contact the office of the Clerk of Court. The Clerk will make the files relating to this lawsuit available to you for inspection and copying at your own expense.

If you have questions, you should contact the attorney or class administrator listed above. **DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.** They are not permitted to answer your questions.

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

STEPHEN CHAVEZ, DULCE HERNANDEZ,
and JUDITH RUE, *et. al.*

Plaintiffs,

v.

No. D-202-CV-2020-00757

NODEL PARKS, LLC, AZTEC VILLAGE MHC, LLC, dba AZTEC VILLAGE, VILLAGE PARK MHC, LLC, dba VILLAGE PARK, LONGVIEW MHC, LLC, dba LONGVIEW, TIERRA WEST MHC, LLC dba TIERRA WEST ESTATES, SOUTH POINTE VILLAGE, MHC, LLC, dba SOUTH POINTE VILLAGE, RIO GRANDE ASSOCIATES, LLC, dba VAN CLEAVE PLACE, RICHARD NODEL, individually, and as owner of Nodel Parks, LLC, and ED SUMMONS, individually, and as authorized agent for Nodel Parks, LLC

Defendants.

ORDER CERTIFYING SETTLEMENT CLASS, GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT, APPROVING AND DIRECTING THE ISSUANCE OF CLASS NOTICE, AND SCHEDULING A FINAL APPROVAL HEARING

THIS MATTER came before the Court upon the Plaintiffs' Unopposed Motion for Certification of Settlement Class, Preliminary Approval of Settlement Agreement, and Approval of Notice. Defendants do not oppose the Motion. The Court has reviewed and considered the briefing submitted by Plaintiffs, and for the reasons set forth herein, FINDS:

1. This Court has jurisdiction over the parties and subject matter herein.

2. This lawsuit was filed in 2020. Plaintiffs' Second Amended Complaint, filed on August 20, 2025, asserts violations of the New Mexico Mobile Home Park Act (MHPA) and the New Mexico Unfair Practices Act (UPA).

3. Plaintiffs' claims concern alleged unlawful violation fees, unlawful utility administrative fees, an unlawful method used to bill residents for utilities, and the unlawful enforcement of community rules affecting residents who lived in the six Defendant mobile home parks. Plaintiffs allege that these practices occurred from January 30, 2016 through September 5, 2025.

4. Defendants deny that they violated the law and raised legal and factual defenses to Plaintiffs' claims.

5. The parties engaged in contested litigation for years before reaching settlement.

6. At the time of settlement, a class had not been certified under Rule 1-023 NMRA. Plaintiffs request certification of a settlement class in conjunction with preliminary approval of the settlement agreement.

7. Plaintiffs have conducted extensive investigation of their claims, including identifying all class members and their potential damages.

8. The parties engaged in arms-length negotiations before reaching settlement.

9. The parties agreed to and submitted a written settlement agreement subject to Court approval, along with a proposed notice to class members.

10. The Court has carefully considered the settlement terms, the written agreement and the proposed notice, along with Plaintiffs' briefing on preliminary approval.

11. The Court finds that the settlement agreement resulted from arms-length negotiations, and the settlement agreement was concluded after counsel for the parties had conducted adequate investigation.

12. The Court finds that this case is maintainable as a class action. The class is so numerous that joinder of all members is impracticable. There are questions of law and fact common to the class. The claims of Mr. Chavez, Ms. Enriquez, and Ms. Hernandez are typical of the claims of the class members. They will fairly and adequately protect the interests of the class, having retained counsel experienced in class actions and having no conflict with the interests of the class. The common questions of law and fact predominate over questions affecting individual class members, and a class action is a superior means of adjudication.

13. The class is defined as: “All current and former residents of the six Defendant mobile home parks who, during the four years preceding the filing of this lawsuit and continuing through September 5, 2025, resided in one of the Defendant parks.”

14. The Court preliminarily finds that the settlement terms are fair, reasonable and adequate and in the best interests of the class, considering possible benefits to the class that could be achieved by further litigation, the length of time this action has been pending and is likely to continue, the expenses of further litigation, the risk and costs of further delay, the complexity of this litigation, and the risk to the class of achieving a less favorable outcome. The Court has determined that it would be in the best interests of the parties and the ends of justice for this Court to conduct a final approval hearing regarding the proposed settlement.

For these reasons, **IT IS HEREBY ORDERED** as follows:

A. The Court certifies a class defined as: "All current and former residents of the six Defendant mobile home parks who, during the four years preceding the filing of this lawsuit and continuing through September 5, 2025, resided in one of the Defendant parks."

B. The Court designates Mr. Chavez, Ms. Enriquez, and Ms. Hernandez as the class representatives and Plaintiffs' counsel as counsel for the class;

C. The Court finds that the settlement agreement is fair, adequate, and reasonable and preliminarily approves it;

D. The Court hereby approves the form and content of Plaintiffs' proposed notice and finds that it satisfies the requirements of Rule 1-023 NMRA and due process;

E. The notice shall be mailed to class members in accordance with the procedures described in the Unopposed Motion for Preliminary Approval of Settlement Agreement, within 30 days of the entry of this Order;

F. The Court orders each class member who wishes to exclude himself of herself from the class to file a request to be excluded in writing. The request must contain: (a) your full name, address, and daytime telephone number; (b) an identification of this case by name and case number; (c) a statement that you want to be excluded from the class and the settlement; and (d) your signature. The request must be filed with the Court and copied to Plaintiffs' counsel Nicholas H. Mattison, postmarked no later than [date];

G. The Court requires each Class Member who wishes to object to the settlement agreement to submit an objection in writing. Any objection must include (a)

your full name, address, and daytime telephone number; (b) an identification of this case by name and case number; (c) if you plan to appear through counsel, counsel's name, address and phone number; (d) a detailed statement of the specific legal and factual bases for each and every objection, and, if through counsel, a legal memorandum in support of the objection; (e) a list of any witnesses, along with the expected testimony of each such witness, and photocopies of exhibits which the objector intends to introduce at the final approval hearing; and (f) your signature. The request must be filed with the Court and copied to Plaintiff's counsel, postmarked no later than [date]. The objector must also appear in person at the final approval hearing; and

H. The Court will hold the final approval hearing on [date] at [time] at the Second Judicial District Court, 400 Lomas Blvd NW, Albuquerque, NM 87102, to consider the fairness, reasonableness, and adequacy of this Settlement Agreement and whether it should be approved by the District Court. No further individual notice to class members shall be provided of changes in the date of such hearing.

SO ORDERED.

Honorable Denise Barela-Shepherd

Submitted:

/s/ Maria Griego
Maria Griego
Riley Masse, and
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- And -

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Approved:

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Attorneys for Defendants

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

STEPHEN CHAVEZ, BENJAMIN JARAMILLO
DULCE HERNANDEZ, on behalf of themselves
and individuals similarly situated.

Plaintiffs,

v.

No. D-202-CV-2020-00757

NODEL PARKS, LLC, AZTEC VILLAGE MHC, LLC, dba
AZTEC VILLAGE MANUFACTURED HOME COMMUNITY,
RICHARD NO DEL, individually, and as owner of Nodel Parks, LLC,
ED SUMMONS, individually, and as authorized agent for Nodel Parks, LLC,
and MAGDALENA VILA, individually, and as authorized agent for
Aztec Village MHC, LLC,

Defendants.

**DECLARATION OF NICHOLAS H. MATTISON
IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL**

Nicholas H. Mattison declares under penalty of perjury that the following statements are true:

1. I am a partner in the law firm of Feferman, Warren & Mattison, which represents Plaintiffs. I am executing this Declaration in support of Plaintiff's Motion for Preliminary Approval.
2. Our firm's practice is devoted to representing consumers. The firm maintains an active caseload of dozens of consumer law matters in both state and federal court.
3. I am a 2008 graduate of Harvard Law School. Upon graduation, I clerked with the Honorable Edward L. Chavez on the New Mexico Supreme Court. I spent the next four years working for DNA-People's Legal Services in Window Rock, Arizona, where my practice involved consumer litigation and I attended specialized training in consumer law.

4. Since I joined Feferman, Warren & Mattison in October, 2013, I have practiced almost exclusively in the area of consumer litigation. I became a partner in 2017.
5. In 2020, I was awarded the National Consumer Law Center's "Rising Star" Award, presented to attorneys "who made major contributions to consumer law within the past two years by trying or settling a case of great success and significance."
6. I am admitted to practice in the following jurisdictions: New Mexico (2008); Navajo Nation (2009) (inactive). I am admitted to practice before the Federal District Court in New Mexico and before the Tenth Circuit Court of Appeals.
7. Class action cases we have brought, nearly all of which have settled or litigated successfully, with substantial recovery to the classes, include:
 - a. *Berg v. Melloy Bros., Inc. et al.*, CIV 95 0588 MV/LFG (D.N.M.)
 - b. *Douglas v. Rosen et al.*, 95-CV-1539 BB/LCS (D.N.M.)
 - c. *Begay and Domingo v. First Security Bank New Mexico*, No. CIV 96-348 MV/RLP (D.N.M.)
 - d. *Clark v. Gallup Auto Sales, et al.*, 96-CV-141 LCS/LFG (D.N.M.)
 - e. *Martin v. Franklin Capital Corporation, et al.*, No. CV 96-8693 (New Mexico, Second Judicial District)
 - f. *Chavez v. Decker*, 97-CV-1202 JP/WWD (D.N.M.)
 - g. *Yazzie v. Ray Vicker's Special Cars, Inc.*, No. 97-0776 MV/WWD, 12 F. Supp. 2d 1230 (D.N.M.)
 - h. *Shorty v. Capital One Bank*, 99-1018 JC/LFG, 90 F. Supp.2d 1330 (D.N.M.)
 - i. *Bitsue v. Big Bear Trading Company*, 00-CV-1025 LH/RLP (D.N.M.)
 - j. *Martinez v. Check Plus, Inc.*, 01-CV-1320 RLP/KBM (D.N.M.)

- k. *Pithan v. Fodge*, CIV 01 1219 RLP/RHS (D.N.M.)
- l. *Rivera v. Hutcheson, et al.*, 01-CV-372 M/DJS (D.N.M.)
- m. *Gonzales v. Hernandez Tax Inc.*, 02-CV-46 WJ/LCS (D.N.M.)
- n. *Graham v. Vengroff, Williams & Associates, Inc.*, 02-CV-369 MV/RLP (D.N.M.)
- o. *Reyes v. AAA Title Loan, Inc.*, 02-CV-247 MCA/RLP (D.N.M.)
- p. *McGuire-Pike v. Bennett & DeLoney P.C., et al.*, No. 03-CV-344 (D.N.M.)
- q. *McGuire-Pike v. Americheck, Inc.*, No. 04-CV-705 JB/ACT (D.N.M.)
- r. *Ward v. Roswell Auto Bargain, Inc.*, No. CV-2004-178 (New Mexico, Fifth Judicial District)
- s. *Ward v. Golden West Trading Co., Inc.*, No. CV-2004-128 (New Mexico, Fifth Judicial District)
- t. *Begay v. Tanner Enterprises, Inc.*, No. CV-2006-1368-1 (New Mexico, Eleventh Judicial District)
- u. *Anchondo v. Anderson, Crenshaw & Associates, LLC*, No. 08-CV-202 RB/WPL (D.N.M.)
- v. *Dandy v. Wilmington Finance, Inc.*, No. 08-CV-1027 JCH/DJS (D.N.M.)
- w. *Johnson v. Blayne's Auto Superstore, LLC*, No. CV-08-3526 (New Mexico, Second Judicial District)
- x. *Peters v. Jet Equities, LLC*, No. CV-08-486 (New Mexico, Fifth Judicial District)
- y. *Anderson v. Big E*, No. D-1113-CV-2014-00128 (New Mexico, Eleventh Judicial District)
- z. *Peina v. Carma Enterprises, Inc.*, No. D-1113-CV-2014-00158 (New Mexico, Eleventh Judicial District)

- aa. *Cawley v. Sisbarro Buick-GMC, Inc. et al.*, No. D-202-CV-2014-02437 (New Mexico, Second Judicial District)
- bb. *Gorman v. S/W Tax Loans, Inc.*, No. 1:14-CV-00089-GBW/KK (D.N.M.)
- cc. *Tullie v. Quick Cash Inc.*, No. 1:14-cv-00491-SMV-SCY (D.N.M.)
- dd. *Tullie v. T & R Market, Inc.*, No. 1:14-cv-00670-MV-KBM (D.N.M.)
- ee. *Yazzie v. Gurley Motors and Red Rock*, No. 1:14-CV-00555-JAP-SCY (D.N.M.)
- ff. *Daye v. Community Financial Service Centers, Inc.*, No. 1:14-CV-00759 JB/SCY, 313 F.R.D. 147 (D.N.M.)
- gg. *Daniels v. Jack D. Cook, Inc.*, No. 1:15-CV-00632-MCA-WPL (D.N.M.)
- hh. *Daye v. Bo-Tan, L.L.C., et al.*, No. D-1113-CV-2015-00428 (New Mexico, Eleventh Judicial District)
- ii. *Daye v. Gladino, Inc.*, No. D-1113-CV-2015-00424 (New Mexico, Eleventh Judicial District)
- jj. *Vigil v. Prestige Financial Services, Inc.*, No. D-202-CV-2015-00233 (New Mexico, Second Judicial District)
- kk. *Shearill v. Central Loan Co.*, No. D-307-CV-2015-00854 (New Mexico, Third Judicial District)
- ll. *Cordova v. Jenkins, et al.*, No. 1:16-CV-00460-KG-KBM (D.N.M.)
- mm. *DeJolie v. T&R Market, Inc. et al.*, No. 1:17-cv-00733 (D.N.M.)
- nn. *Spencer v. Jordan et al.*, No. 1:17-cv-00792 (D.N.M.)
- oo. *Lucero-Jones v. Osuna Trading & Loan Company*, No. D-202-CV-2018-05577 (New Mexico, Second Judicial District)

pp. *Barth v. Courtesy Loans of New Mexico, Inc.*, No. D-202-CV-2015-08162 (New Mexico, Second Judicial District)

qq. *Hinsley v. Creditbox, LLC*, No. D-117-CV-2021-00030 (New Mexico, First Judicial District)

rr. *Enriquez v. Delgado*, No. D-1113-CV-2021-00431 (New Mexico, Eleventh Judicial District)

ss. *Munoz v. Wells Fargo Bank, N.A., et al.*, No. 1:23-cv-00202-LF-SCY (D.N.M.)

tt. *Salazar v. ABQ, Inc., et al.*, No. D-202-CV-2020-06651 (New Mexico, Second Judicial District)

8. The following class action cases are currently pending:

a. *Martinez v. Melloy Brothers, Inc.*, No. D-202-CV-2020-06124 (New Mexico, Second Judicial District)

b. *Lax v. APP of New Mexico ED, PLLC*, No. 1:20-cv-00264-SCY-JFR (D.N.M.)

c. *Begaye v. 505 Quick Cash & Pawn, LLC*, No. D-202-CV-2021-01130 (New Mexico, Second Judicial District)

d. *Sanchez v. United Debt Counselors, LLC*, No. D-202-CV-2021-02709 (New Mexico, Second Judicial District)

e. *Martinez v. Galles Chevrolet Co.*, No. D-202-CV-2021-06837 (New Mexico, Second Judicial District)

f. *Ortiz et al. v. State of New Mexico*, No. D-101-CV-00509 (New Mexico, First Judicial District)

9. This case presented technical issues of consumer protection law, including both the substantive law relating to mobile home parks and the challenges of applying the law on a class basis.
10. The named Plaintiffs understand and have fulfilled their responsibilities as class representatives. They have routinely conferred with their attorneys since this case was filed. They have reviewed pleadings from the case. They appeared for depositions. They participated in a settlement conference. They are willing and able to represent the class in this matter.
11. Plaintiffs' counsel litigated this case pursuant to a contingent fee arrangement. We have received no payment for the five years of litigation of this case. My firm took on the complete risk of nonpayment.
12. My firm's costs are \$1,430.20, and Plaintiffs' total costs are \$9,106.68.

Respectfully Submitted,

/s/Nicholas H. Mattison

Nicholas H. Mattison

FEFERMAN, WARREN & MATTISON

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Albuquerque, NM 87102

(505) 243-7773

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Attorneys for Plaintiffs

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

STEPHEN CHAVEZ, DULCE HERNANDEZ,
and JUDITH RUE, *et. al.*

Plaintiffs,

v.

No. D-202-CV-2020-00757

NODEL PARKS, LLC, AZTEC VILLAGE MHC, LLC,
dba AZTEC VILLAGE, VILLAGE PARK MHC, LLC,
dba VILLAGE PARK, LONGVIEW MHC, LLC, dba
LONGVIEW, TIERRA WEST MHC, LLC dba TIERRA
WEST ESTATES, SOUTH POINTE VILLAGE, MHC,
LLC, dba SOUTH POINTE VILLAGE, RIO GRANDE
ASSOCIATES, LLC, dba VAN CLEAVE PLACE,
RICHARD NODEL, individually, and as owner of Nodel
Parks, LLC, and ED SUMMONS, individually, and as
authorized agent for Nodel Parks, LLC

Defendants.

**DECLARATION OF MARIA T. GRIEGO
IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL**

Maria T. Griego declares under penalty of perjury that the following statements are true:

1. I am an attorney at the New Mexico Center on Law and Poverty (NMCLP), which represents Plaintiffs in this matter. I am executing this Declaration in support of Plaintiffs' Motion for Preliminary Approval.
2. I graduated from the University of New Mexico School of Law in 2011.
3. I was admitted to the New Mexico bar in 2011 and admitted to the United States District Court for the District of New Mexico in 2017.
4. I have been an attorney at the New Mexico Center on Law and Poverty (NMCLP) for 11 years. NMCLP is a non-profit organization and law firm that is dedicated to advancing

economic and social justice through education, advocacy, and impact litigation. One of the core goals of NMCLP is preserving affordable housing for low-income New Mexicans through legal reform and impact litigation.

5. NMCLP currently serves as class counsel in *Williams, et. al. v. City of Albuquerque*, D-202-CV-2022-07562, enforcing the rights of unhoused people living in Albuquerque; *Chavez, et. al. v. Vilsack, et. al.*, 23-cv-00572, enforcing the rights of tenants of a United States Department of Agriculture Rural Development (USDA RD) multi-family housing complex in Espanola, and *M.G. & C.V. v. Armijo, et. al.*, 24-2049, enforcing the rights of medically fragile children under New Mexico's Medicaid program. NMCLP is also counsel in *Sandoval, et. al., v. Bosley, et. al.*, D-117-CV-2024-00082, enforcing the rights of tenants of a different prior United States Department of Agriculture Rural Development (USDA RD) multi-family housing complex in Espanola; and *Garcia, et. al. v. Aztec MHC, LLC, et. al.* enforcing the rights of low-income homeowner residents of a mobile home park in Aztec, New Mexico.

6. In conjunction with other members of the legal team, I have been actively involved in all phases of this litigation, including investigating Plaintiffs' claims, conducting legal research, drafting and briefing motions, advising and counseling clients, taking and defending depositions, and participating in class-wide settlement negotiations. Through this work, I developed a thorough understanding of the substantive requirements of Rule 1-023 and the practical considerations involved in pursuing class relief on behalf of residents across multiple manufactured home communities, including the negotiation and implementation of comprehensive settlement terms.

7. Mr. Chavez, Ms. Enriquez, and Ms. Hernandez understand and have fulfilled their responsibilities as class representatives. They have routinely conferred with their attorneys since this case was filed. They received status updates. They have reviewed pleadings from the case.

They participated in a settlement conference. They are willing and able to represent the class in this matter.

8. Plaintiffs' counsel undertook representation pursuant to an arrangement that permitted an application to the Court for an award of attorneys' fees if relief was obtained. Notwithstanding that arrangement, Plaintiffs' counsel has received no payment for the nearly six years spent litigating this matter. Counsel assumed the full risk that no fees would ever be recovered and devoted substantial time and resources to the case without compensation.

9. My firm's costs are \$7,586.48 and Plaintiffs' total costs are \$9,106.68.

Respectfully Submitted,

/s/ Maria Griego

Maria Griego

New Mexico Center on Law and Poverty

301 Edith Blvd. NE.

Albuquerque, NM 87102

Phone: (505) 255-2840

Fax: (505) 255-2778

maria@nmpovertylaw.org

Feferman Warren Mattison – Nick Mattison 2,019 Person Class

Assumptions Document

ALCS has assumed the following for the class:

There are approximately 2,019 class members. All class members will be sent a payment unless they opt out of the settlement.

ALCS will provide a static website where class members can see court documents, frequently asked questions and email the administrator with any questions.

ALCS has assumed that no 1099 reporting will be required. If 1099s are required, the cost will be \$2.50/1099. If a W9 solicitation is required, the cost will be \$5.00 per solicitation.

CLASS MEMBER DATA MANAGEMENT

Class member data from the defendant will be imported and processed. We will assign a unique identifying number to each class member that will be utilized throughout the administration process. Addresses will be updated using the National Change of Address System (“NCOA”) to increase mail deliverability and accuracy prior to mailing. Our proposal assumes that the data required for the administration will be delivered in a single, consistently formatted electronic file.

All paper and electronic documentation received throughout the case will be stored by ALCS. Once the case is concluded, and absent any court orders or client requests regarding retention specifications, ALCS will return or dispose of the paper within ninety (90) days. Any non-deliverable mail will be disposed of within 20 days of receipt, unless there is a court order or a client request regarding the retention specifications. The storage of returned undeliverable mail will be billed as incurred.

LEGAL NOTIFICATION

Print and Mail Notice Packet

All relevant documents will be formatted and all document proofs will be provided for approval prior to printing.

The Class members will be mailed a 2 image, 2-page printed duplex notice inserted into a #10 envelope. The notice will be mailed to the approximately 2,019 class members.

There will not be a BRE Envelope or prepaid return postage for the claim form included in the mailing package. If this is required there would be an additional charge.



Notice packages will be mailed via First Class U.S. Mail. All notice packets that are returned with a forwarding address expired (FOE) will be re-mailed to the new address and the class member list will be updated accordingly. All notice packets returned undeliverable as addressed (UAA) will be processed through a national address locator service using skip tracing. ALCS estimates that 60% of the returned addresses searched will result in updated addresses, which will be re-mailed.

Address Searches and Re-Mails

We have assumed that 15% of addresses will be returned UAA and 3% of addresses will be returned with a FOE sticker providing the new address.

OPT-OUTS AND OBJECTIONS

We will promptly furnish counsel for the Parties with copies of requests to opt-out or object.

After the deadline to object or opt-out has passed, we will provide counsel for the Parties a list of all class members who timely filed an objection, all members who timely opted-out, and the percentage of the total class who opted-out.

WEB SITE SET UP AND MAINTENANCE

ALCS will provide a static website where class members can view court documents and an FAQ, as well as email the administrator with questions.

CALL CENTER SUPPORT

The client has indicated that no call center is required.

RESPONDING TO CLASS MEMBER INQUIRIES

We will respond to inquiries from class members regarding class notice, terms of the settlement, timeline expectations and other questions. These inquiries can be made via mail or email.

DISBURSEMENT AND TAX REPORTING

Disbursement

ALCS will obtain a Federal Tax ID, establish a Qualified Settlement Fund and open a distribution bank account. We will make distributions to the approved claimants, attorneys and named plaintiffs, as applicable, in accordance with the terms of the Settlement Agreement.

Our distribution services include:

- An 8 ½" x 11" check inserted into a #10 envelope.
- Through the bank's Positive Pay system, regular monitoring of the account for potential fraud.



- Regular updates of the check register to respond to claimant requests for misplaced checks and daily account reconciliation.
- Processing stop payments/re-issue requests, tracking and re-mailing undeliverable checks.
- ALCS has assumed that payments will be less than \$600, and no 1099s will be required.
- If 1099s are required, the cost will be \$2.50 per 1099. If W9 solicitation is required, the cost will be \$5.00 per W9 solicitation.

COMMUNICATIONS WITH COUNSEL TO THE PARTIES

We will copy counsel to the Parties on material correspondence and promptly notify all counsel to the Parties of any material requests or communications made by any party.

We will refer to counsel to the Parties all inquiries by class members regarding matters not within the claims administrator's duties.

We will timely respond to communications from the Parties or their counsel and will promptly apprise counsel to the Parties of the activities of the claims administrator.



Administration Services Estimate
Feferman Warren Mattison 2,019 Class Member Settlement
December 4, 2025

jeff.pirrung@americanlegal.com

Key Assumptions Used in Estimate

Size of Class	2,019	What type of website is required:	Static
Number of Class Members receiving a payment	2,019	Is online filing required:	NO
Length of case in months:	8	How long will the website be active in months:	8
# of electronic files expected:	1	Assume check type of:	Letter
Is claim processing required:	No	Check type for remails:	Letter
Are address searches required:	Yes	What % of disbursements will be FOE or RU	4%
What % of FOE's expected:	3%		
What % of notices will be returned UAA:	15%		
What % of address searches are successful:	60%		

Noticing Print/Mail, Website, Call Center

	Rate of Response	Quantity	Rate Per Unit	Estimated Cost	Total
Case Setup				\$ 1,000.00	
Initial Data Intake and Forms Setup					
Import and Process Data, Document Formatting				\$ 750.00	
NCOA Processing		2,019		\$ 200.00	
Print/Mail Notice/Claim Form Package					
Mail 2 page (1-sheet printed duplex) Notice to Class Members		2,019	\$ 0.75	\$ 1,514.00	
Administration/Print Mail Production				\$ 945.00	
SUBTOTAL - NOTICING PRINT/MAIL					\$ 4,409.00
Processing FOE returns and UAA returns					
FOE Processing	3%	61	\$ 1.00	\$ 61.00	
FOE Updates		61	\$ 1.00	\$ 61.00	
UAA processing	15%	606	\$ 0.25	\$ 152.00	
Address Locator		606	\$ 0.35	\$ 212.10	
Remails		425	\$ 2.00	\$ 849.20	
Remail Management and Production		2	\$ 125.00	\$ 610.00	
SUBTOTAL - FOE/UAA PROCESSING/REMAIL					\$ 1,945.30

Website

Website Setup		1	\$ 500.00	\$ 500.00	
Static Settlement Information Website - allowing viewing of court documents, and sending emails and documents to administrator. (Monthly)		8	\$ 125.00	\$ 1,000.00	
SUBTOTAL -WEBSITE					\$ 1,500.00

General Project Administration

Meetings, Oversight, Reporting, Client and Class Member Communications etc.				\$ 2,035.00	
SUBTOTAL - ADMINISTRATION					\$ 2,035.00

Disbursement of Payments

	Rate of Response	Quantity	Rate Per Unit	Estimated Cost	Total
Establish QSF and obtain Tax ID		1	\$ 125.00	\$ 125.00	
Print and Mail Checks		2,019	\$ 1.50	\$ 3,029.00	
Payments Requiring Reissue	4%	81	\$ 2.50	\$ 203.00	
Reconciliations		6	\$ 150.00	\$ 900.00	
Distribution Management, Production, and Reporting		9	\$ 125.00	\$ 2,025.00	
Settlement Fund Tax Return		1	\$ 350.00	\$ 350.00	
<u>SUBTOTAL - DISBURSEMENT OF PAYMENTS</u>					\$ 6,632.00

TOTAL ESTIMATED ADMINISTRATION COSTS (not including postage) **\$ 16,521.30**



**Administration Services Estimate
 Feferman Warren Mattison 2,019 Class Member Settlement
 December 4, 2025**

jeff.pirrung@americanlegal.com

TOTAL ESTIMATED ADMINISTRATION COSTS (not including postage)

Class Notices	2,019	\$	0.74	\$	1,494.00	\$ 16,521.30
Class Notice Remails	425	\$	0.74	\$	314.00	
Disbursements	2,019	\$	0.74	\$	1,494.00	
Disbursement Remails	81	\$	0.74	\$	60.00	
<u>SUBTOTAL - POSTAGE</u>						\$ 3,362.00

TOTAL COSTS

\$ 19,883.30

Other Services and Out of Pocket Expenses

Estimated Cost
 Standard
 Hourly Rates

All Additional Services and Reporting as Needed

ALCS assumes that no BRE or CRE envelope will be included in the Notice Package

ALCS assumes that there will be no W9 solicitation required. If required, the cost will be \$5.00 per W9 Solicitation, including processing W9s returned with 2 admin hours @\$125 .

Other Charges and Out of Pocket Costs

Actual

This Administration Services Estimate and all attached documents including scope of services ("The Proposal") is valid for 60 days from 12/4/2025. After this period ALCS reserves the right to amend or withdraw The Proposal.

All fees and services that are set forth in The Proposal are subject to the terms, assumptions, specifications and conditions that are set forth in The Proposal and the Terms and Conditions attached. By signing below, The Client acknowledges and agrees that they have read and understand the Terms and Conditions, which are incorporated by reference as if fully set herein and agree to be bound by them.

American Legal Claims Services LLC

The Client

By: _____
 Title:

Date: _____

By: _____
 Title: _____

Date: _____

TERMS AND CONDITIONS

All services to be provided to _____ (“Client”) by American Legal Claim Services, LLC (together with its affiliates, “ALCS”) are subject to the following Terms and Conditions:

1. SERVICES. ALCS agrees to provide Client with the services set forth in the Proposal attached hereto (the “Services”). Client acknowledges and agrees that ALCS will often take direction from Client’s representatives, employees, agents, and/or professionals (collectively, the “Client Parties”) with respect to the Services. The parties agree that ALCS may rely upon, and Client agrees to be bound by, any requests, advice, or information provided by the Client Parties to the same extent as if such requests, advice, or information were provided by Client. Client agrees and understands that ALCS shall not provide Client or any other party with any legal advice.

2. PRICES, CHARGES AND PAYMENT. ALCS agrees to charge and Client agrees to pay, subject to the terms herein, ALCS for its fees and expenses as set forth in the Proposal. Client acknowledges that any estimate in the Proposal is based on information provided by Client to ALCS and actual fees and expenses may vary depending on the circumstances and length of the case. Notwithstanding the foregoing, where total expenses are expected to exceed \$1,000 in any single month, ALCS may require advance payment from Client due and payable upon demand and prior to the performance of services. ALCS’s prices are inclusive of commission and other charges and are generally adjusted periodically to reflect changes in the business and economic environment. ALCS reserves the right to reasonably increase its prices, charges, and rates annually. If any price increases exceed 10%, ALCS will give thirty (30) days written notice to Client. Client agrees to pay the reasonable out-of-pocket expenses incurred by ALCS in connection with Services, including, but not limited to, transportation, lodging, and meals. ALCS agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt.

3. FURTHER ASSURANCES. Client agrees that it will use its best efforts to include provisions reasonably acceptable to ALCS in any relevant court order, settlement agreement, or similar document that provides for the payment of ALCS’s fees and expenses hereunder.

4. RIGHTS OF OWNERSHIP. The parties understand that the software programs and other materials furnished by ALCS to Client and/or developed during the course of the performance of Services are the sole property of ALCS. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it is understood that such property is only being made available for Client’s use during and in connection with the Services provided by ALCS.

5. CONFIDENTIALITY. Each of ALCS and Client, on behalf of themselves and their respective employees, agents, professionals, and representatives, agrees to keep confidential all non-public records, systems, procedures, software, and other information received from the other party in connection with the Services; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information. These provisions shall survive termination of Services.

6. BANK ACCOUNTS. At Client’s request, ALCS shall be authorized to establish accounts with financial institutions as an agent for Client or as otherwise agreed by the parties. All Client accounts established by ALCS shall be deposit accounts of commercial banks with capital exceeding \$1 billion. Any earnings credits and/or interest earned from settlement funds and other moneys on deposit or invested with ALCS will be payable to ALCS to offset administration costs or as additional income. If a class member or the Client requests that ALCS reissue checks or other financial documents prior to the deadline to cash/negotiate as indicated on the check or other financial document, without ALCS having the previous check or other financial document in its possession, the Client, either directly or through the settlement fund, bears all financial risks/costs related to the Holder in Due Course issues resulting from duplicate cashing/depositing of the check or other financial instrument.

7. TERMINATION. The Services may be terminated by either party (i) upon thirty (30) days written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term “Cause” means (i) gross negligence or willful misconduct of ALCS that causes serious and material harm to Client, (ii) the failure of Client to pay ALCS invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services where ALCS reasonably believes it will not be paid. Termination of Services shall not relieve Client of its obligations to pay all fees and expenses incurred prior to such termination. In the event that the Services are terminated, regardless of the reason for such termination, ALCS shall reasonably coordinate with Client to maintain an orderly transfer of data, programs, storage media, or other materials furnished by Client to ALCS or received by ALCS in connection with the Services. Client agrees to pay for such services in accordance with ALCS’s then-existing prices for such services.

8. LIMITATIONS OF LIABILITY AND INDEMNIFICATION. Client shall indemnify and hold ALCS, its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents (collectively, the “Indemnified Parties”) harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, “Losses”) resulting from, arising out of or related to ALCS’s performance of Services, including in its reliance upon a settlement agreement or Client direction with respect to tax characterization or allocation of a distribution. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party. Client shall notify ALCS in writing promptly upon the assertion, threat, or commencement of any claim, action, investigation, or proceeding that Client becomes aware of with respect to the Services provided by ALCS.

Except as provided herein, ALCS’s liability to Client or any person making a claim through or under Client for any Losses of any kind, even if ALCS has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of ALCS, shall be limited to the total amount billed or billable to Client for the portion of the particular work which gave rise to the alleged Loss. In no event shall ALCS’s liability to Client for any Losses, whether direct or indirect, arising out of the Services exceed the total amount billed to Client and actually paid to ALCS for the Services. In no event shall ALCS be liable for any indirect, special, or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the Services. Client agrees that except as expressly set forth herein, ALCS makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. The provisions of this Section 8 shall survive termination of Services.

9. FORCE MAJEURE. Whenever performance hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond the performing party’s reasonable control, then such performance shall be excused and shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. INDEPENDENT CONTRACTORS. ALCS is and shall be an independent contractor of Client and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of the Services or these Terms and Conditions.

11. PAYMENT OF ATTORNEY’S FEES. If, at any time during the course of this engagement, including, but not limited to 1) being named a witness in any matter related to this engagement; 2) receiving and/or responding to a subpoena of itself, or one of its vendors or related parties, for appearance, documents, deposition, or otherwise; or 3) responding to any official request which is related to this engagement and for which ALCS reasonably believes the assistance of outside counsel to be necessary, ALCS may engage its own counsel after giving notice to the Client of ALCS’ intent to hire counsel, and Client shall pay the resulting legal expenses directly to ALCS’ legal counsel within the time period required by the invoice from ALCS’ counsel.

12. NOTICES. All notices and requests hereunder shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth in the Proposal or to such other address as the party to receive the notice or request so designates by written notice to the other.

13. APPLICABLE LAW. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law principles.

14. ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY; BINDING EFFECT. These Terms and Conditions, together with the Proposal delivered pursuant hereto, constitute the entire agreement and understanding of the parties in respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby. These Terms and Conditions may be modified only by a written instrument duly executed by the parties. All of the terms, agreements, covenants, representations, warranties, and conditions of these Terms and Conditions are binding upon and inure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns.

American Legal Claim Services LLC

Date

Client

Date