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Attorneys for Plaintiff EVA YANEZ, on behalf of herself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

EVA YANEZ, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

GARDNER FAMILY HEALTH
NETWORK, INC., a California corporation;
and DOES 1 through 10, Inclusive,

Defendants

Case No. 20CV364033

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Theodore C. Zayner
Department 19

CLASS ACTION

**DECLARATION OF CHANTAL SOTO-
NAJERA ON BEHALF OF CPT GROUP,
INC. REGARDING SETTLEMENT
ADMINISTRATION**

Hearing Set by September 21, 2023 Order

Date: December 6, 2023

Time: 1:30 p.m.

Dept: 19

Judge: Hon. Theodore C. Zayner

Complaint filed: February 24, 2020

Trial date: Not set

1 I, Chantal Soto-Najera, declare as follows:

2 1. I am a Case Manager for CPT Group, Inc., (herein after referred to as “CPT”),
3 the Court -approved Settlement Administrator for the above captioned *Yanez v. Gardner Family*
4 *Health Network, Inc.* matter. I am authorized to make this declaration on behalf of CPT and
5 myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and
6 would testify competently to such facts.

7 2. CPT has extensive experience providing notice of class actions and
8 administering class action settlements. In the past 30 years, CPT has provided notification
9 and/or settlement administration services in over one thousand class action cases. CPT was
10 selected by the parties to provide notice of the settlement and process exclusions in this action.
11 In this capacity, CPT was charged with (a) printing and mailing to Class Members the *Notice of*
12 *Proposed Class Action Settlement* and *Change of Address Form*, which are referred to in this
13 Declaration collectively as “*Notice Packet*”; (b) processing undeliverable mail and locating
14 updated addresses for Class Members; (c) receiving other communications about the settlement;
15 (d) notifying the parties of the number of Class Members that filed timely requests for
16 exclusion; (e) notifying the parties of the number of Class Members who filed untimely or
17 deficient requests for exclusion, and taking steps to cure the deficiencies; (f) establishing and
18 maintaining a toll-free case hotline where Class Members can speak to case representatives
19 regarding case specific questions; (g) issuing and mailing settlement checks, including the
20 Service Payment to the Plaintiff, to all Settlement Class Members with the appropriate tax
21 reporting; and (h) assuming the Court grants approval, posting the Judgment on its website
22 (<https://www.cptgroupcaseinfo.com/GardnerSettlement/>)

23 3. CPT received the Court-approved text for the content of the Notice Packet from
24 Class Counsel on May 11, 2023. CPT prepared a draft of those documents for mailing to the
25 Class Members. Attached hereto as Exhibit “A” is the Notice Packet.

26 4. On June 23, 2023, CPT received a data file from Defense Counsel containing
27 Class Members’ names, last-known mailing addresses, social security numbers, and
28 employment dates. The finalized mailing list contained Seven Hundred Thirty-Eight (738) Class

1 Members.

2 5. CPT caused a National Change of Address (NCOA) database search to be
3 performed in attempt to update the mailing list of addresses as accurately as possible. A search
4 of this database provides updated addresses for any individual who has moved in the previous
5 four years and has notified the U.S. Postal Service of his or her change of address.

6 6. The Notice Packet was enclosed in an envelope with the individual Class
7 Member's name and known address printed on the envelope. On July 3, 2023, the Seven
8 Hundred Thirty-Eight (738) Notice Packets were mailed via U.S. First-Class Mail to the
9 identified Class Members. The Notice indicated a deadline date of August 17, 2023, to dispute
10 the total number of work weeks, to object or request exclusion from the settlement.

11 7. After the initial mailing, Defendant discovered there were 59 class members who
12 were inadvertently omitted from the list of employees who were to receive the Notice. On
13 September 15, 2023, Notice Packets were mailed to the 59 additional class members allowing
14 through October 30, 2023, to submit disputes and objections. Attached hereto as Exhibit "B" is
15 the Notice Packet.

16 8. As of the date of this declaration, thirty-one (31) Notice Packets were returned to
17 our office by the U.S. Post Office. CPT performed a Skip Trace on all returned mail without a
18 forwarding address using Accurint, one of the most comprehensive address databases available.
19 It utilizes hundreds of different databases supplied by credit reporting agencies, public records
20 and a variety of other national databases.

21 9. As a result of either forwarding address provided by the U.S. Post Office, Skip
22 Trace effort, or re-mail requests from Counsel or Class Members, a total of Twenty-Five (25)
23 Notice Packets have been re-mailed to date. As of the date of this declaration, CPT reports a
24 total of Nine (9) undeliverable Notice Packets, as no better address was provided from the Post
25 Office or obtained through Skip Trace.

26 10. As of the date of this declaration, CPT has not received any objections to the
27 settlement.
28

1 11. As of the date of this declaration, CPT has not received any disputes by class
2 members to the information stated in the Notice Packets.

3 12. As of the date of this declaration, CPT has received four (4) requests for
4 exclusion from the following Class Members: Khandelwal, Amishi, Malani, Chitra, Menchaca,
5 Willie David, and De La Cruz Vargas, Jennifer .

6 13. As of the date of this declaration, CPT reports a total of Seven Hundred Ninety-
7 Three (793) Settlement Class Members, representing 99.49% of the Class.

8 14. The Gross Settlement Amount is \$1,125,000.00 and will have the following
9 anticipated deductions: attorneys' fees of \$375,000.00, litigation costs of \$20,303.00, Service
10 Payment to the Class Representative of \$5,000.00, PAGA Payment of \$30,000.00 [75%
11 (\$22,500.00) shall be paid to the Labor Workforce and Development Agency, and 25%
12 (7,500.00) shall be distributed to PAGA Aggrieved Employees), and CPT's settlement
13 administration expenses of \$10,639.26 (CPT incurred added costs of \$639.26 attributable to the
14 additional 59 Class Members) .

15 15. Pursuant to the terms of the Settlement, Participating Class Members will receive
16 a proportionate share of the Net Settlement Amount, currently estimated to be \$684,057.74,
17 based upon the number of weeks worked from February 24, 2016 through March 18, 2022
18 ("Class Period") in relation to the number of weeks worked by all Participating Class Members
19 during the Class Period. The total number of weeks worked for all Participating Class Members
20 is 102,793. Based on estimated settlement calculations at this time, the highest settlement
21 amount is estimated to be \$2,262.60, and the average settlement amount is estimated to be
22 \$858.29.

23 16. PAGA Aggrieved Employees will also receive Individual PAGA Payments in
24 accordance with the number of weeks they worked during the PAGA Period, from January 24,
25 2019 through March 18, 2022, in relation to the total number of weeks worked by all PAGA
26 Aggrieved Employees. If the Court approves the \$30,000.00 PAGA Payment amount, the
27 LWDA will receive a payment of \$22,500.00. The remaining \$7,500.00 will be distributed to
28 PAGA Aggrieved Employees, who worked combined total of 55,048 weeks during the PAGA

1 Period.

2 17. The Named Plaintiff's, Eva Yanez, total estimated participating class member
3 amount is \$1,164.57.

4 18. CPT's charge for services rendered to perform its duties and responsibilities
5 pursuant to the terms of the settlement is \$10,639.26. This includes all costs incurred to date, as
6 well as estimated costs involved to complete the settlement following final approval pursuant to
7 the terms of the settlement agreement, to do such things as to issue and print checks, tax
8 reporting, mail settlement payment checks, issue all other payments as awarded by the Court,
9 answer Class Member questions, and forwarding all sums represented by uncashed checks to
10 the designated cy pres recipient. A copy of CPT's service estimate is attached hereto as Exhibit
11 C.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct. Executed this 7th day of November 2023, at Irvine, California.

14
15
16 Chantal Soto-Najera
17 Chantal Soto-Najera

EXHIBIT A

Superior Court of California, County of Santa Clara
Yanez v. Gardner Family Health Network, Inc.
Case No. 20CV364033

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**TO: All non-exempt, hourly employees who worked in California for
Gardner Family Health Network, Inc. (“Gardner”),
any time from February 24, 2016, to March 18, 2022.**

A court authorized this notice. This is not a solicitation.

*This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or don’t act.
Your rights are explained in this Notice.*

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing and Receive a Payment	You do not have to do anything to receive a cash Settlement payment. Your Settlement Share will be mailed to you automatically after the Court grants final approval of the Settlement. (See, Section 5 below). <i>The Administrator <u>must</u> have your current address to mail your payment.</i>
Exclude Yourself (“Opt Out”)	If you do not want to participate in the Settlement, you may exclude yourself, or “opt out” of the Settlement. If you opt out, you will not receive a Settlement payment, and you will keep all rights you may have against Gardner. (See, Section 7 below). If you exclude yourself from the Settlement, you will still receive your share of the PAGA Payment and release your PAGA claims.
Object	You can object to the Settlement if you think it is not fair by sending a written objection to the Settlement Administrator or by appearing in person at the time of the Final Approval Hearing. (See, Section 8 below).
Change Your Address	If your address is different than the address this Notice was mailed to, you must notify the Administrator of your correct address. A Change of Address Form and pre-printed return envelope are included with this Notice. Your Settlement Share payment will be mailed to the address on file with the Administrator.

THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM.

DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE.

1. Why did I get this Notice?

A proposed settlement of a class action lawsuit was reached between Plaintiff Eva Yanez (“Plaintiff”) and Defendant Gardner Family Health Network, Inc. (“Defendant” or “Gardner”). The Court in charge of this case has granted preliminary approval of the Settlement. You received this Notice because you may be a member of the Class, defined as: “All non-exempt employees of Defendant who worked at any time from February 24, 2016, to March 18, 2022, in the State of California.” (“Class Period”).

2. What is this class action lawsuit about?

Plaintiff filed a Complaint alleging Defendant failed to provide all: minimum and overtime wages; rest and meal periods; accurate wage statements; final wages due upon separation of employment; all of which violated Unfair Competition Laws; and Private Attorneys General Act (PAGA).

Gardner denies all allegations and contends it complied with all laws at all times and it is not liable for any damages or penalties claimed by Plaintiff and the Class Members.

The Court granted preliminary approval of the Settlement on May 16, 2023 and approved this Notice. The Court also preliminarily approved Plaintiff Eva Yanez as Class Representative, Cohelan Khoury & Singer and Law Offices of Sahag Majarian II, as Class Counsel, and CPT Group, Inc., as Settlement Administrator.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant agreed to pay \$1,125,000 (the “Gross Settlement Amount”). The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$10,000, (b) Class Representative Service Payment up to \$5,000, to compensate Plaintiff for services undertaken on behalf of the Class, (c) Class Counsel Fees up to \$375,000, (d) Class Counsel Litigation Expenses up to \$21,500, (e) up to \$30,000 for PAGA civil penalties - \$22,500 (75%) paid to California’s Labor Workforce and Development Agency (“LWDA Payment”); and, \$7,500 (25%) paid to Class Members based on the number of weeks worked by each PAGA Aggrieved Employee from January 24, 2019, to March 18, 2022 (the “PAGA Period”), compared to the number of weeks worked by all during the PAGA Period.

Settlement Share Payments to Participating Class Members. After deducting Court-approved amounts for the payments above, the remaining portion is the “Net Settlement Amount” (“NSA”) estimated at \$683,500. Individual Settlement Payments shall be distributed from the NSA to all Class Members who do not request to be excluded (“Participating Class Members”). The Settlement Administrator will calculate Individual Settlement Shares by dividing the number of weeks each Class Member worked during the Class Period by the number of Work Weeks all Class Members worked during the Class Period and multiplying that number by the Net Settlement Amount. Each Settlement payment will be allocated as: 30% wages, with payroll withholdings deducted, and IRS W-2 Forms issued; and, 70% interest and penalties with IRS 1099 Forms issued. Nothing in this Notice is advice about taxes. Class Members may want to consult a tax advisor about the tax consequence of Settlement payments. If the Court approves the Settlement, and you have not requested to be excluded, a check for your Settlement Share will be automatically mailed to you at the same address this Class Notice was mailed.

You do not have to do anything to receive a payment, except make sure the Administrator has your current address. A Change of Address Form and pre-printed return envelope are enclosed.

4. What do I release under the Settlement?

Released Claims. As of the date the Judgment becomes Final, all Participating Class Members will fully and finally release Defendant and the Released Parties from all causes of action and factual or legal theories that were alleged in the Complaint or reasonably could have been alleged based on the facts alleged in the Complaint, including: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest breaks; (e) failure to provide accurate itemized wage statements; (f) failure to timely pay wages due upon separation of employment; and (g) Violations of the Unfair Competition Law. The release of these claims shall be effective for the Class Period (“Released Claims”). Claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period, are not released.

If you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit filed against Defendant or any Released Party based on the claims covered by this Settlement. It also means all of the Court’s orders in this case are legally binding on you.

5. How much will my Settlement Share payment be?

Gardner’s records show you worked <<Workweeks>> weeks during the Class Period (February 24, 2016, to March 18, 2022) and <<PAGAWeeks>> weeks during the PAGA Period (January 24, 2019, to March 18, 2022).

Based on this information, you are estimated to receive a payment Of <<estAmount>>, less withholdings.

If you dispute the information your Settlement Payment is based on, you must return a written statement of the reasons you believe it is not correct, with any supporting documents you have, to the Settlement Administrator at the address in Paragraph 7 no later than August 17, 2023. Your written dispute should be signed by you, and include the case name and number, *Yanez v. Gardner*, Case No. 20CV364033.

6. How can I get a Settlement Share payment?

To get your Settlement Share payment, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is not correct or has changed since you received this notice, you must notify the Settlement Administrator. A Change of Address Form and pre-printed return envelope are enclosed for your use.

The Court will hold a Final Approval Hearing on October 18, 2023 at 1:30 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed to Participating Class Members about six weeks after the Court enters its order finally approving the Settlement. If there are objections or appeals, resolving them will take time, usually more than a year before Settlement Share payments can be distributed. Please be patient.

7. What if I do not want to participate in the Settlement?

If you do not want to participate in the Settlement for any reason, you may request to be excluded from the Settlement (“to opt out”). **If you opt out, you will not receive a Settlement Share payment**, and you will not be bound by the terms of the Settlement.

To opt out, you must return a written, signed and dated request, postmarked no later than August 17, 2023, to the Settlement Administrator:

Yanez v. Gardner Family Health Network, Inc. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

The opt-out request must state in substance: “I want to opt out of the Settlement of the case *Yanez v. Gardner*, Case No. 20CV364033. I understand I will not receive a Settlement Payment described in the Notice of Class Action Settlement.” The request must state your full name and address and must be signed by you.

Opt out requests postmarked after August 17, 2023, or that are incomplete or unsigned, will be rejected, and you will be bound by the Settlement and will receive your Settlement payment. Even if you return a valid and timely opt-out request, you will still receive a share of the PAGA Penalties and will release PAGA claims.

8. How do I tell the Court that I do not agree with the Settlement?

If you have not returned an opt out request and believe the Settlement should not be finally approved by the Court, you may object to any Settlement term either in writing or in person. All written objections must state your name, the reasons for the objection, and the name and number of the case, *Yanez v. Gardner*, Case No. 20CV364033. Please also state whether you intend to appear at the final approval hearing.

All written objections must be returned to the Administrator at the address in Paragraph 7, no later than August 17, 2023. You may also appear at the Final Approval Hearing on October 18, 2023 at 1:30 p.m. and tell the Court your objection.

If the Court approves the Settlement you will be bound by all Settlement terms, even if you objected, in the same way as Class Members who do not object.

9. Who are the Attorneys for Plaintiff and the Class?

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Jeff Geraci
Cohelan Khoury & Singer
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Sahag Majarian II
Law Offices of Sahag Majarian II
18250 Ventura Blvd.
Tarzana, CA, CA 91356
Tel: (818) 609-0807
Email: jeankoper@majarianlaw.com

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 1:30 p.m. on October 18, 2023, in Department 19 of the Superior Court of California, County of Santa Clara, 191 North First Street San Jose, CA 95113, before the Hon. Judge Theodore C. Zayner. The Court will consider

whether the Settlement is fair, reasonable, and adequate. If objections to the Settlement are made, the Court will consider them at the time of this hearing. This hearing may be rescheduled by the Court without further notice. If you submit a written objection, however, you will be provided notice of the rescheduled date. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend. When the Final Approval Order and Judgment has been signed and entered, it will be posted on the Administrator's website at www.cptgroupcaseinfo.com/GardnerSettlement.

Class members may appear at the final approval hearing either in person in the courtroom or by remote technology. If appearing in person, please check in at Court Services on the 1st floor of the Downtown Superior Courthouse located at 191 N. First Street, San Jose, California 95113 and wait for an escort by a sheriff's deputy to the courtroom. Class members may appear at the final approval hearing remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimize.

11. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1 (888)520-1754 or write to *Yanez v. Gardner Family Health Network, Inc.* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; or contact Class Counsel at (619) 595-3001 for more information.

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by looking at the Register of Actions for the California Superior Court for the County of Santa Clara. (Enter Case No. 20CV364033. <https://portal.sccourt.org/>). You may also review the case files in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 1:30 p.m., Monday through Thursday, and Friday between the hours of 8:30 a.m. to 12:00 p.m., excluding Court holidays and closures. Once the Court grants final approval of the Settlement, you may also view the Final Approval Order and Judgment on the administrator's website, www.cptgroupcaseinfo.com/GardnerSettlement.

PLEASE DO NOT CALL THE COURT, THE JUDGE, DEFENDANT'S SUPERVISORS, MANAGERS, OR ATTORNEYS ABOUT THIS SETTLEMENT

- Class members may appear at the final approval hearing either in person in the courtroom or by remote technology. If appearing in person, please check in at Court Services on the 1st floor of the Downtown Superior Courthouse located at 191 N. First Street, San Jose, California 95113 and wait for an escort by a sheriff's deputy to the courtroom. Class members may appear at the final approval hearing remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimize.
- To receive your Settlement Share payment as a Participating Class Member, you must not return an opt out request, and your current mailing address must be on file with the Administrator. All Class Members who worked any time during the PAGA Period, will receive a share of the PAGA Payment and release all PAGA claims.
- Settlement Share and PAGA Payment checks will be void 180 days after issued if not deposited or cashed. After 180 days, the Settlement Administrator will forward the unclaimed amount to Legal Aid at Work, legalaidatwork.org, a non-profit organization providing legal services to California workers. If your check is lost or misplaced, contact the Settlement Administrator immediately to request a replacement.

Superior Court of California, County of Santa Clara
Yanez v. Gardner Family Health Network, Inc.
Case No. 20CV364033

CHANGE OF ADDRESS FORM

I wish to change my name or mailing address or other contact information to the following:

Name: _____

Former Name (if applicable): _____

Street and Apt. No., if any: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____; (Cell): _____

I understand all future correspondence in this Action, including but not necessarily limited to important notices or Settlement Payments, will be sent to the address listed above and not to the address previously used. I request and consent to the use of the address listed above for these purposes.

Submitted by: _____

Dated: _____

Print Name: _____

Signature: _____

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

Yanez v. Gardner Family Health Network, Inc. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Corte Superior de California, Condado de Santa Clara
Yanez v. Gardner Family Health Network, Inc.
 Case No. 20CV364033

AVISO DEL ACUERDO PROPUESTO DE LA DEMANDA COLECTIVA

PARA: Todos los empleados no exentos y pagados por hora que trabajaron en California para Gardner Family Health Network, Inc. (“Gardner”), en cualquier momento desde el 24 de febrero del 2016 hasta el 18 de marzo del 2022.

Una corte autorizó este aviso. Esto no es una solicitud.

Esto no es una demanda en contra de usted y usted no está siendo demandado. Sin embargo, sus derechos legales son afectados si usted actúa o no actúa. Sus derechos se explican en este Aviso.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES	
Hacer Nada y Recibir un Pago	Usted no tiene que hacer nada para recibir un pago del Acuerdo en efectivo. Su Parte del Acuerdo se enviará por correo a usted automáticamente después de que la Corte conceda la aprobación final del Acuerdo. (Ver, Sección 5 a continuación). <i>El Administrador <u>debe</u> tener su dirección actual para enviar por correo su pago.</i>
Excluirse (“Optar por No Participar”)	Si usted no desea participar en el Acuerdo, usted puede excluirse o “optar por no participar” en el Acuerdo. Si opta por no participar, no recibirá ningún pago del Acuerdo y conservará todos los derechos que pueda tener en contra de Gardner. (Ver, Sección 7 a continuación). Si se excluye a sí mismo del Acuerdo, aún recibirá su parte del Pago de PAGA y liberará sus reclamos de PAGA.
Objetar	Usted puede objetar al Acuerdo si considera que no es justo enviando una objeción por escrito al Administrador del Acuerdo o asistiendo personalmente a la Audiencia de Aprobación Final. (Ver, Sección 8 a continuación).
Cambiar Su Dirección	Si su dirección es diferente de la dirección a la que se envió este Aviso, usted debe notificar al Administrador su dirección correcta. Junto con este Aviso se incluye una Forma de Cambio de Dirección y un sobre de devolución preimpreso. El pago de su Parte del Acuerdo se enviará por correo a la dirección archivada con el Administrador.

ESTE AVISO EXPLICA SUS DERECHOS Y LAS FECHAS DE PLAZO PARA EJERCERLOS.

EL DEMANDADO APOYA EL ACUERDO Y NO TOMARÁ REPRESALIAS EN CONTRA DE NINGÚN MIEMBRO DE LA CLASE POR EJERCER LOS DERECHOS DESCRITO EN ESTE AVISO.

1. ¿Por qué recibí este Aviso?

Se llegó a un acuerdo propuesto de una demanda colectiva entre la Demandante Eva Yanez (“Demandante”) y el Demandado Gardner Family Health Network, Inc. (“Demandado” o “Gardner”). La Corte encargada de este caso ha concedido la aprobación preliminar del Acuerdo. Usted recibió este Aviso porque puede ser un miembro de la Clase, definida como: “Todos los empleados no exentos del Demandado que trabajaron en cualquier momento desde el 24 de febrero del 2016 hasta el 18 de marzo del 2022, en el Estado de California.” (“Período de la Clase”).

2. ¿De qué se trata esta demanda colectiva?

El Demandante presentó una Demanda alegando que el Demandado no proporcionó todos: los salarios mínimos y de las horas extras; los períodos de descanso y comida; las declaraciones salariales precisas; los salarios finales adeudados a la separación del empleo; todo lo cual violó las Leyes de Competencia Desleal; y la Ley General de Abogados Privados (“PAGA,” por sus siglas en inglés).

Gardner niega todas las alegaciones y sostiene que cumplió con todas las leyes en todo momento y que no es responsable de ningún daño o sanción reclamados por la Demandante y los Miembros de la Clase.

La Corte concedió la aprobación preliminar del Acuerdo el 16 de mayo del 2023 y aprobó este Aviso. La Corte también aprobó preliminarmente a la Demandante Eva Yanez como la Representante de la Clase, a Cohelan Khoury & Singer y Law Offices of Sahag Majarian II, como los Abogados de la Clase, y a CPT Group, Inc. como el Administrador del Acuerdo.

3. ¿Cuáles son los términos del Acuerdo?

Cantidad Bruta del Acuerdo. El Demandado ha acordado pagar \$1,125,000 (la “Cantidad Bruta del Acuerdo”). La Cantidad Bruta del Acuerdo incluye todos los pagos del Acuerdo a los Miembros de la Clase y, sujeto a la aprobación de la Corte: (a) Gastos de la Administración del Acuerdo que no excederán los \$10,000, (b) Pago de Servicio de la Representante de la Clase de hasta \$5,000, para compensar a la Demandante por los servicios realizados en nombre de la Clase, (c) Honorarios de los Abogados de la Clase de hasta \$375,000, (d) Gastos de Litigio de los Abogados de la Clase de hasta \$21,500, (e) hasta \$30,000 por sanciones civiles de PAGA - \$22,500 (75%) pagados a la Agencia de Fuerza Laboral y Desarrollo de California (“Pago de LWDA”); y, \$7,500 (25%) pagados a los Miembros de la Clase según el número de semanas trabajadas por cada Empleado Agraviado de PAGA desde el 24 de enero del 2019 hasta el 18 de marzo del 2022 (el “Período de PAGA”), en comparación con el número de semanas trabajadas por todos durante el Período de PAGA.

Pagos de las Partes del Acuerdo a los Miembros Participantes de la Clase. Después de deducir las cantidades aprobadas por la Corte para los pagos anteriores, la parte que resta es la “Cantidad Neta del Acuerdo” (“NSA,” por sus siglas en inglés) estimada en \$683,500. Los Pagos Individuales del Acuerdo se distribuirán a partir del NSA a todos los Miembros de la Clase que no soliciten ser excluidos (“Miembros Participantes de la Clase”). El Administrador del Acuerdo calculará las Partes Individuales del Acuerdo dividiendo el número de semanas trabajadas por cada Miembro de la Clase durante el Período de la Clase por el número de Semanas de Trabajo trabajadas por todos los Miembros de la Clase durante el Período de la Clase y multiplicando ese número por la Cantidad Neta del Acuerdo. Cada pago del Acuerdo se asignará como: 30% salarios, con retenciones de nómina deducidas, y se emitirán Formas W-2 del IRS; y, 70% intereses y multas y se emitirán Formas 1099 del IRS. Nada de lo contenido en este Aviso constituye asesoramiento sobre impuestos. Los Miembros de la Clase pueden consultar a un asesor fiscal sobre las consecuencias fiscales de los pagos del Acuerdo. Si la Corte aprueba el Acuerdo, y usted no ha solicitado ser excluido, se le enviará por correo automáticamente un cheque por su Parte del Acuerdo a la misma dirección a la que se envió este Aviso de la Demanda Colectiva.

Usted no tiene que hacer nada para recibir un pago, excepto asegurarse de que el administrador tiene su dirección actual. Se adjuntan una Forma de Cambio de Dirección y un sobre de devolución preimpreso.

4. ¿A qué estoy liberando conforme al Acuerdo?

Reclamos Liberados. A partir de la fecha en que la Sentencia sea Definitiva, todos los Miembros Participantes de la Clase liberarán completamente y finalmente al Demandado y a las Partes Liberadas de todas las causas de acción y teorías de hecho o legales que fueron alegadas en la Demanda o que razonablemente podrían haber sido alegadas sobre la base de los hechos alegados en la Demanda, incluyendo: (a) no pagar los salarios mínimos; (b) no pagar los salarios de las horas extras; (c) no proporcionar los períodos de comida; (d) no proporcionar los períodos de descanso; (e) no proporcionar las declaraciones salariales detalladas y precisas; (f) no pagar oportunamente los salarios adeudados después de la separación del empleo; y (g) Violaciones de la Ley de Competencia Desleal. La liberación de estos reclamos será efectiva para el Período de la Clase (“Reclamos Liberados”). Los reclamos por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguridad social, indemnización laboral y reclamos colectivos fuera del Período de la Clase, no serán liberados.

Si no se excluye oportunamente del Acuerdo, no podrá demandar, continuar demandando ni ser parte de ninguna otra demanda presentada en contra del Demandado o de cualquiera de las Partes Liberadas sobre la base de los reclamos cubiertos por este Acuerdo. También significa que todas las órdenes de la Corte en este caso son legalmente obligatorias para usted.

5. ¿De cuánto será mi pago de la Parte del Acuerdo?

Los registros de Gardner muestran que trabajó <<Workweeks>> semanas durante el Período de la Clase (24 de febrero del 2016 hasta el 18 de marzo del 2022) y <<PAGAWEEKS>> semanas durante el Período de PAGA (24 de enero del 2019 hasta el 18 de marzo del 2022).

Sobre la base de esta información, se estima que recibirá un pago de <<estAmount>>, menos las retenciones.

Si usted disputa la información en la que se basa su Pago del Acuerdo, usted debe devolver una declaración escrita de las razones por las que cree que no es correcta, con cualquier documento de apoyo que tenga, al Administrador del Acuerdo a la dirección indicada en el Párrafo 7 a no más tardar el 17 de agosto del 2023. Su disputa escrita debe ser firmada por usted, e incluir el nombre y número del caso, *Yanez v. Gardner*, Caso No. 20CV364033.

6. ¿Cómo puedo obtener un pago de la Parte del Acuerdo?

Para obtener el pago de su Parte del Acuerdo, no tiene que hacer nada. Se le enviará por correo automáticamente un cheque por su Parte del Acuerdo a la misma dirección que se indica en este Aviso de la Clase. Si su dirección no es correcta o ha cambiado desde que recibió este aviso, usted debe notificar al Administrador del Acuerdo. Se adjuntan una Forma de Cambio de Dirección y un sobre de devolución preimpreso para su uso.

La Corte llevará a cabo una Audiencia de Aprobación Final el 18 de octubre del 2023 a la 1:30 p.m. para decidir si aprueba el Acuerdo. Si la Corte aprueba el Acuerdo y no hay objeciones ni apelaciones, los pagos se enviarán por correo a los Miembros Participantes de la Clase aproximadamente seis semanas después de que la Corte emita su orden de aprobación final del Acuerdo. Si hay objeciones o apelaciones, resolverlas tardará tiempo, normalmente más de un año antes de que se puedan distribuir los pagos de la Parte del Acuerdo. Por favor, sea paciente.

7. ¿Qué sucede si no deseo participar en el Acuerdo?

Si usted no desea participar en el Acuerdo por cualquier razón, usted puede solicitar ser excluido del Acuerdo (“optar por no participar”). **Si opta por no participar, no recibirá un pago de la Parte del Acuerdo**, y no estará obligado por los términos del Acuerdo.

Para excluirse, usted debe enviar una solicitud por escrito, firmada y fechada, con el sello postal fechado a no más tardar del 17 de agosto del 2023, al Administrador del Acuerdo:

Yanez v. Gardner Family Health Network, Inc. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

La solicitud de exclusión debe indicar en esencia “Deseo optar por no participar en el Acuerdo del caso *Yanez v. Gardner*, Caso No. 20CV364033. Entiendo que no recibiré el Pago del Acuerdo descrito en el Aviso del Acuerdo de la Demanda Colectiva.” La solicitud debe indicar su nombre completo y dirección y debe estar firmada por usted.

Las solicitudes de exclusión con el sello postal después del 17 de agosto del 2023, o que no están completas o firmadas, serán rechazadas, y usted estará obligado por el Acuerdo y recibirá su pago del Acuerdo. Incluso si devuelve una solicitud de exclusión válida y oportuna, usted aún recibirá una parte de las Sanciones de PAGA y liberará los reclamos de PAGA.

8. ¿Cómo le digo a la Corte que no estoy de acuerdo con el Acuerdo?

Si usted no ha devuelto una solicitud de exclusión y cree que el Acuerdo no debe ser aprobado finalmente por la Corte, usted puede objetar a cualquier término del Acuerdo, ya sea por escrito o en persona. Todas las objeciones por escrito deben indicar su nombre, los motivos de la objeción y el nombre y número del caso, *Yanez v. Gardner*, Caso No. 20CV364033. Por favor, también indique si tiene la intención de comparecer en la audiencia de aprobación final.

Todas las objeciones escritas deben devolverse al Administrador en la dirección que se indica en el Párrafo 7, a no más tardar el 17 de agosto del 2023. Usted también puede asistir a la Audiencia de Aprobación Final el 18 de octubre del 2023 a la 1:30 p.m. y decirle a la Corte su objeción.

Si la Corte aprueba el Acuerdo, usted estará obligado por todos los términos del Acuerdo, aun si ha objetado, de la misma manera que los Miembros de la Clase que no objetan.

9. ¿Quiénes son los Abogados de la Demandante y de la Clase?

Michael D. Singer
Jeff Geraci
Cohelan Khoury & Singer
605 C Street, Suite 200
San Diego, CA 92101
Tel: (619) 595-3001
Correo Electrónico: matlas@ckslaw.com

Sahag Majarian II
Law Offices of Sahag Majarian II
18250 Ventura Blvd.
Tarzana, CA, CA 91356
Tel: (818) 609-0807
Correo Electrónico: jeankoper@majarianlaw.com

10. ¿Cuándo y dónde decidirá la Corte si aprueba el Acuerdo?

La Corte llevará a cabo una Audiencia de Aprobación Final a la 1:30 p.m. el 18 de octubre del 2023, en el Departamento 19 de la Corte Superior de California, Condado de Santa Clara, 191 North First Street San Jose, CA 95113, ante el Honorable Juez Theodore C. Zayner. La Corte considerará si el Acuerdo es justo, razonable y adecuado. Si se presentan objeciones al Acuerdo, la Corte las considerará en el momento de esta audiencia. Esta audiencia puede ser reprogramada por la Corte sin previo aviso. Sin embargo, si usted presenta una objeción escrita, se le notificará la fecha reprogramada. **No está obligado a asistir** a la Audiencia de Aprobación Final, aunque cualquier Miembro de la Clase es bienvenido a asistir. Cuando se haya firmado y dictado la Orden de Aprobación Final y la Sentencia, se publicarán en el sitio web del Administrador en www.cptgroupcaseinfo.com/GardnerSettlement.

Los miembros de la Clase pueden asistir a la audiencia de aprobación final en persona en la sala de la corte o por tecnología remota. Si asisten en persona, por favor preséntense en los Servicios de la Corte en el 1er piso de la Corte Superior de Downtown ubicada en 191 N. First Street, San Jose, California 95113 y esperen que un agente del alguacil los acompañe a la sala de la corte. Los miembros de la clase pueden asistir a la audiencia de aprobación final de forma remota utilizando el enlace de Microsoft Teams para el Departamento 19 (Sesión de la tarde). Las instrucciones para presentarse de forma remota se encuentran en https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml y deben revisarse por adelantado. Se recomienda a los miembros de la clase que deseen comparecer a distancia que se pongan en contacto con los abogados de la clase al menos tres días antes de la audiencia, si es posible, para evitar o minimizar posibles problemas tecnológicos o de audibilidad.

11. ¿Cómo puedo obtener más información sobre el Acuerdo?

Usted puede llamar al Administrador del Acuerdo al 1 (888)520-1754 o escribir a *Yanez v. Gardner Family Health Network, Inc.* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; o comunicarse con los Abogados de la Clase al (619) 595-3001 para obtener más información.

Este Aviso de la Clase resume el Acuerdo propuesto. Encontrará más detalles en la Resolución del Acuerdo. Usted puede revisar una copia de la Resolución del Acuerdo, la Sentencia Final u otros documentos del Acuerdo consultando el Registro de Acciones (Register of Actions) de la Corte Superior de California para el Condado de Santa Clara. (Introduzca el No. de Caso 20CV364033. <https://portal.scsccourt.org/>). Usted también puede revisar los expedientes del caso en persona en “Records,” Corte Superior de California, Condado de Santa Clara, 191 N. 1st Street, San Jose, California 95113, entre las 8:30 a.m. y la 1:30 p.m., de lunes a jueves, y los viernes entre las 8:30 a.m. y las 12:00 p.m., excluyendo los días festivos y los días de cierre de la Corte. Una vez que la Corte conceda la aprobación final del Acuerdo, usted también podrá ver la Orden de Aprobación Final y la Sentencia en el sitio web del administrador, www.cptgroupcaseinfo.com/GardnerSettlement.

**POR FAVOR NO LLAME A LA CORTE, AL JUEZ, A LOS SUPERVISORES DEL DEMANDADO,
A LOS GERENTES, O A LOS ABOGADOS SOBRE ESTE ACUERDO**

- Los miembros de la Clase pueden comparecer en la audiencia de aprobación final en persona en la sala de la corte o por tecnología remota. Si se presenta en persona, por favor regístrese en los Servicios de la Corte en el 1er piso de la Corte Superior de Downtown ubicada en 191 N. First Street, San Jose, California 95113 y espere que un agente del alguacil lo acompañe a la sala de la corte. Los miembros de la clase pueden asistir a la audiencia de aprobación final de forma remota utilizando el enlace de Microsoft Teams para el Departamento 19 (Sesión de la tarde). Las instrucciones para presentarse de forma remota se encuentran en https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml y deben revisarse por adelantado. Se recomienda a los miembros de la clase que deseen comparecer a distancia que se pongan en contacto con los abogados de la clase al menos tres días antes de la audiencia, si es posible, para evitar o minimizar posibles problemas tecnológicos o de audibilidad.
- Para recibir el pago de su Parte del Acuerdo como un Miembro Participante de la Clase, usted no debe devolver una solicitud de exclusión y su dirección postal actual debe estar archivada con el Administrador. Todos los Miembros de la Clase que trabajaron en algún momento durante el Período de PAGA, recibirán una parte del Pago de PAGA y liberarán todos los reclamos de PAGA.
- Los cheques de la Parte del Acuerdo y del Pago de PAGA se anularán 180 días después de su emisión si no se depositan o se cobran. Después de 180 días, el Administrador del Acuerdo enviará la cantidad no reclamada a Legal Aid at Work, legallaidatwork.org, una organización sin fines de lucro que brinda servicios legales a los trabajadores de California. Si pierde o extravía su cheque, comuníquese de inmediato con el Administrador del Acuerdo para solicitar un reemplazo.

Corte Superior de California, Condado de Santa Clara
Yanez v. Gardner Family Health Network, Inc.
Case No. 20CV364033

FORMA DE CAMBIO DE DIRECCIÓN

Yo deseo cambiar mi nombre o dirección postal u otra información de contacto a lo siguiente:

Nombre: _____

Nombre Anterior (si es aplicable): _____

Calle y No. de Apto., si hay alguno: _____

Ciudad, Estado y Código Postal: _____

Teléfono(s): (Hogar): _____; (Celular): _____

Entiendo que toda la correspondencia futura en esta Demanda, incluyendo pero no necesariamente limitado a avisos importantes o Pagos del Acuerdo, se enviará a la dirección que se indica anteriormente y no a la dirección utilizada anteriormente. Solicito y consiento el uso de la dirección mencionada anteriormente para estos propósitos.

Presentada por: _____

Fecha: _____

Nombre Escrito: _____

Firma: _____

**POR FAVOR DEVUELVA ESTA FORMA EN EL SOBRE PROPORCIONADO
O POR CORREO DE PRIMERA CLASE DE LOS ESTADOS UNIDOS A:**

Yanez v. Gardner Family Health Network, Inc. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

EXHIBIT B

Superior Court of California, County of Santa Clara
Yanez v. Gardner Family Health Network, Inc.
 Case No. 20CV364033

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**TO: All non-exempt, hourly employees who worked in California for
 Gardner Family Health Network, Inc. (“Gardner”),
 any time from February 24, 2016, to March 18, 2022.**

A court authorized this notice. This is not a solicitation.

*This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or don’t act.
 Your rights are explained in this Notice.*

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing and Receive a Payment	You do not have to do anything to receive a cash Settlement payment. Your Settlement Share will be mailed to you automatically after the Court grants final approval of the Settlement. (See, Section 5 below). <i>The Administrator <u>must</u> have your current address to mail your payment.</i>
Exclude Yourself (“Opt Out”)	If you do not want to participate in the Settlement, you may exclude yourself, or “opt out” of the Settlement. If you opt out, you will not receive a Settlement payment, and you will keep all rights you may have against Gardner. (See, Section 7 below). If you exclude yourself from the Settlement, you will still receive your share of the PAGA Payment and release your PAGA claims.
Object	You can object to the Settlement if you think it is not fair by sending a written objection to the Settlement Administrator or by appearing in person at the time of the Final Approval Hearing. (See, Section 8 below).
Change Your Address	If your address is different than the address this Notice was mailed to, you must notify the Administrator of your correct address. A Change of Address Form and pre-printed return envelope are included with this Notice. Your Settlement Share payment will be mailed to the address on file with the Administrator.

THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM.

DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE.

1. Why did I get this Notice?

A proposed settlement of a class action lawsuit was reached between Plaintiff Eva Yanez (“Plaintiff”) and Defendant Gardner Family Health Network, Inc. (“Defendant” or “Gardner”). The Court in charge of this case has granted preliminary approval of the Settlement. You received this Notice because you may be a member of the Class, defined as: “All non-exempt employees of Defendant who worked at any time from February 24, 2016, to March 18, 2022, in the State of California.” (“Class Period”).

2. What is this class action lawsuit about?

Plaintiff filed a Complaint alleging Defendant failed to provide all: minimum and overtime wages; rest and meal periods; accurate wage statements; final wages due upon separation of employment; all of which violated Unfair Competition Laws; and Private Attorneys General Act (PAGA).

Gardner denies all allegations and contends it complied with all laws at all times and it is not liable for any damages or penalties claimed by Plaintiff and the Class Members.

The Court granted preliminary approval of the Settlement on May 16, 2023 and approved this Notice. The Court also preliminarily approved Plaintiff Eva Yanez as Class Representative, Cohelan Khoury & Singer and Law Offices of Sahag Majarian II, as Class Counsel, and CPT Group, Inc., as Settlement Administrator.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant agreed to pay \$1,125,000 (the “Gross Settlement Amount”). The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$10,000, (b) Class Representative Service Payment up to \$5,000, to compensate Plaintiff for services undertaken on behalf of the Class, (c) Class Counsel Fees up to \$375,000, (d) Class Counsel Litigation Expenses up to \$21,500, (e) up to \$30,000 for PAGA civil penalties - \$22,500 (75%) paid to California’s Labor Workforce and Development Agency (“LWDA Payment”); and, \$7,500 (25%) paid to Class Members based on the number of weeks worked by each PAGA Aggrieved Employee from January 24, 2019, to March 18, 2022 (the “PAGA Period”), compared to the number of weeks worked by all during the PAGA Period.

Settlement Share Payments to Participating Class Members. After deducting Court-approved amounts for the payments above, the remaining portion is the “Net Settlement Amount” (“NSA”) estimated at \$683,500. Individual Settlement Payments shall be distributed from the NSA to all Class Members who do not request to be excluded (“Participating Class Members”). The Settlement Administrator will calculate Individual Settlement Shares by dividing the number of weeks each Class Member worked during the Class Period by the number of Work Weeks all Class Members worked during the Class Period and multiplying that number by the Net Settlement Amount. Each Settlement payment will be allocated as: 30% wages, with payroll withholdings deducted, and IRS W-2 Forms issued; and, 70% interest and penalties with IRS 1099 Forms issued. Nothing in this Notice is advice about taxes. Class Members may want to consult a tax advisor about the tax consequence of Settlement payments. If the Court approves the Settlement, and you have not requested to be excluded, a check for your Settlement Share will be automatically mailed to you at the same address this Class Notice was mailed.

You do not have to do anything to receive a payment, except make sure the Administrator has your current address. A Change of Address Form and pre-printed return envelope are enclosed.

4. What do I release under the Settlement?

Released Claims. As of the date the Judgment becomes Final, all Participating Class Members will fully and finally release Defendant and the Released Parties from all causes of action and factual or legal theories that were alleged in the Complaint or reasonably could have been alleged based on the facts alleged in the Complaint, including: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest breaks; (e) failure to provide accurate itemized wage statements; (f) failure to timely pay wages due upon separation of employment; and (g) Violations of the Unfair Competition Law. The release of these claims shall be effective for the Class Period (“Released Claims”). Claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period, are not released.

If you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit filed against Defendant or any Released Party based on the claims covered by this Settlement. It also means all of the Court’s orders in this case are legally binding on you.

5. How much will my Settlement Share payment be?

Gardner’s records show you worked <<Workweeks>> weeks during the Class Period (February 24, 2016, to March 18, 2022) and <<PAGAWeeks>> weeks during the PAGA Period (January 24, 2019, to March 18, 2022).

Based on this information, you are estimated to receive a payment of <<estAmount>> less withholdings.

If you dispute the information your Settlement Payment is based on, you must return a written statement of the reasons you believe it is not correct, with any supporting documents you have, to the Settlement Administrator at the address in Paragraph 7 no later than October 30, 2023. Your written dispute should be signed by you, and include the case name and number, *Yanez v. Gardner*, Case No. 20CV364033.

6. How can I get a Settlement Share payment?

To get your Settlement Share payment, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is not correct or has changed since you received this notice, you must notify the Settlement Administrator. A Change of Address Form and pre-printed return envelope are enclosed for your use.

The Court will hold a Final Approval Hearing on November 8, 2023 at 1:30 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed to Participating Class Members about six weeks after the Court enters its order finally approving the Settlement. If there are objections or appeals, resolving them will take time, usually more than a year before Settlement Share payments can be distributed. Please be patient.

7. What if I do not want to participate in the Settlement?

If you do not want to participate in the Settlement for any reason, you may request to be excluded from the Settlement (“to opt out”). **If you opt out, you will not receive a Settlement Share payment**, and you will not be bound by the terms of the Settlement.

To opt out, you must return a written, signed and dated request, postmarked no later than October 30, 2023, to the Settlement Administrator:

Yanez v. Gardner Family Health Network, Inc. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

The opt-out request must state in substance: “I want to opt out of the Settlement of the case *Yanez v. Gardner*, Case No. 20CV364033. I understand I will not receive a Settlement Payment described in the Notice of Class Action Settlement.” The request must state your full name and address and must be signed by you.

Opt out requests postmarked after October 30, 2023, or that are incomplete or unsigned, will be rejected, and you will be bound by the Settlement and will receive your Settlement payment. Even if you return a valid and timely opt-out request, you will still receive a share of the PAGA Penalties and will release PAGA claims.

8. How do I tell the Court that I do not agree with the Settlement?

If you have not returned an opt out request and believe the Settlement should not be finally approved by the Court, you may object to any Settlement term either in writing or in person. All written objections must state your name, the reasons for the objection, and the name and number of the case, *Yanez v. Gardner*, Case No. 20CV364033. Please also state whether you intend to appear at the final approval hearing.

All written objections must be returned to the Administrator at the address in Paragraph 7, no later than October 30, 2023. You may also appear at the Final Approval Hearing on November 8, 2023, at 1:30 p.m. and tell the Court your objection.

If the Court approves the Settlement you will be bound by all Settlement terms, even if you objected, in the same way as Class Members who do not object.

9. Who are the Attorneys for Plaintiff and the Class?

Michael D. Singer
Jeff Geraci
Cohelan Khoury & Singer
605 C Street, Suite 200
San Diego, CA 92101
Tel: (619) 595-3001
Email: matlas@ckslaw.com

Sahag Majarian II
Law Offices of Sahag Majarian II
18250 Ventura Blvd.
Tarzana, CA, CA 91356
Tel: (818) 609-0807
Email: jeankoper@majarianlaw.com

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 1:30 p.m. on November 8, 2023 in Department 19 of the Superior Court of California, County of Santa Clara, 191 North First Street San Jose, CA 95113, before the Hon. Judge Theodore C. Zayner. The Court will consider whether the Settlement is fair, reasonable, and adequate. If objections to the Settlement are made, the Court will consider them at the time of this hearing. This hearing may be rescheduled by the Court without further notice. If you submit a written objection, however, you will be provided notice of the rescheduled date. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend. When the Final Approval Order and Judgment has been signed and entered, it will be posted on the Administrator's website at www.cptgroupcaseinfo.com/GardnerSettlement.

Class members may appear at the final approval hearing either in person in the courtroom or by remote technology. If appearing in person, please check in at Court Services on the 1st floor of the Downtown Superior Courthouse located at 191 N. First Street, San Jose, California 95113 and wait for an escort by a sheriff's deputy to the courtroom. Class members may appear at the final approval hearing remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimize.

11. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1 (888)520-1754 or write to *Yanez v. Gardner Family Health Network, Inc.* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; or contact Class Counsel at (619) 595-3001 for more information.

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by looking at the Register of Actions for the California Superior Court for the County of Santa Clara. (Enter Case No. 20CV364033. <https://portal.scsccourt.org/>). You may also review the case files in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 1:30 p.m., Monday through Thursday, and Friday between the hours of 8:30 a.m. to 12:00 p.m., excluding Court holidays and closures. Once the Court grants final approval of the Settlement, you may also view the Final Approval Order and Judgment on the administrator's website, www.cptgroupcaseinfo.com/GardnerSettlement.

**PLEASE DO NOT CALL THE COURT, THE JUDGE, DEFENDANT'S
SUPERVISORS, MANAGERS, OR ATTORNEYS ABOUT THIS SETTLEMENT**

- Class members may appear at the final approval hearing either in person in the courtroom or by remote technology. If appearing in person, please check in at Court Services on the 1st floor of the Downtown Superior Courthouse located at 191 N. First Street, San Jose, California 95113 and wait for an escort by a sheriff's deputy to the courtroom. Class members may appear at the final approval hearing remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimize.
- To receive your Settlement Share payment as a Participating Class Member, you must not return an opt out request, and your current mailing address must be on file with the Administrator. All Class Members who worked any time during the PAGA Period, will receive a share of the PAGA Payment and release all PAGA claims.
- Settlement Share and PAGA Payment checks will be void 180 days after issued if not deposited or cashed. After 180 days, the Settlement Administrator will forward the unclaimed amount to Legal Aid at Work, legallaidatwork.org, a non-profit organization providing legal services to California workers. If your check is lost or misplaced, contact the Settlement Administrator immediately to request a replacement.

Superior Court of California, County of Santa Clara
Yanez v. Gardner Family Health Network, Inc.
Case No. 20CV364033

CHANGE OF ADDRESS FORM

I wish to change my name or mailing address or other contact information to the following:

Name: _____

Former Name (if applicable): _____

Street and Apt. No., if any: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____; (Cell): _____

I understand all future correspondence in this Action, including but not necessarily limited to important notices or Settlement Payments, will be sent to the address listed above and not to the address previously used. I request and consent to the use of the address listed above for these purposes.

Submitted by: _____

Dated: _____

Print Name: _____

Signature: _____

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

Yanez v. Gardner Family Health Network, Inc. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Corte Superior de California, Condado de Santa Clara
Yanez v. Gardner Family Health Network, Inc.
 Case No. 20CV364033

AVISO DEL ACUERDO PROPUESTO DE LA DEMANDA COLECTIVA

PARA: Todos los empleados no exentos y pagados por hora que trabajaron en California para Gardner Family Health Network, Inc. (“Gardner”), en cualquier momento desde el 24 de febrero del 2016 hasta el 18 de marzo del 2022.

Una corte autorizó este aviso. Esto no es una solicitud.

Esto no es una demanda en contra de usted y usted no está siendo demandado. Sin embargo, sus derechos legales son afectados si usted actúa o no actúa. Sus derechos se explican en este Aviso.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES	
Hacer Nada y Recibir un Pago	Usted no tiene que hacer nada para recibir un pago del Acuerdo en efectivo. Su Parte del Acuerdo se enviará por correo a usted automáticamente después de que la Corte conceda la aprobación final del Acuerdo. (Ver, Sección 5 a continuación). <i>El Administrador <u>debe</u> tener su dirección actual para enviar por correo su pago.</i>
Excluirse (“Optar por No Participar”)	Si usted no desea participar en el Acuerdo, usted puede excluirse o “optar por no participar” en el Acuerdo. Si opta por no participar, no recibirá ningún pago del Acuerdo y conservará todos los derechos que pueda tener en contra de Gardner. (Ver, Sección 7 a continuación). Si se excluye a sí mismo del Acuerdo, aún recibirá su parte del Pago de PAGA y liberará sus reclamos de PAGA.
Objetar	Usted puede objetar al Acuerdo si considera que no es justo enviando una objeción por escrito al Administrador del Acuerdo o asistiendo personalmente a la Audiencia de Aprobación Final. (Ver, Sección 8 a continuación).
Cambiar Su Dirección	Si su dirección es diferente de la dirección a la que se envió este Aviso, usted debe notificar al Administrador su dirección correcta. Junto con este Aviso se incluye una Forma de Cambio de Dirección y un sobre de devolución preimpreso. El pago de su Parte del Acuerdo se enviará por correo a la dirección archivada con el Administrador.

ESTE AVISO EXPLICA SUS DERECHOS Y LAS FECHAS DE PLAZO PARA EJERCERLOS.

EL DEMANDADO APOYA EL ACUERDO Y NO TOMARÁ REPRESALIAS EN CONTRA DE NINGÚN MIEMBRO DE LA CLASE POR EJERCER LOS DERECHOS DESCRITO EN ESTE AVISO.

1. ¿Por qué recibí este Aviso?

Se llegó a un acuerdo propuesto de una demanda colectiva entre la Demandante Eva Yanez (“Demandante”) y el Demandado Gardner Family Health Network, Inc. (“Demandado” o “Gardner”). La Corte encargada de este caso ha concedido la aprobación preliminar del Acuerdo. Usted recibió este Aviso porque puede ser un miembro de la Clase, definida como: “Todos los empleados no exentos del Demandado que trabajaron en cualquier momento desde el 24 de febrero del 2016 hasta el 18 de marzo del 2022, en el Estado de California.” (“Período de la Clase”).

2. ¿De qué se trata esta demanda colectiva?

El Demandante presentó una Demanda alegando que el Demandado no proporcionó todos: los salarios mínimos y de las horas extras; los períodos de descanso y comida; las declaraciones salariales precisas; los salarios finales adeudados a la separación del empleo; todo lo cual violó las Leyes de Competencia Desleal; y la Ley General de Abogados Privados (“PAGA,” por sus siglas en inglés).

Gardner niega todas las alegaciones y sostiene que cumplió con todas las leyes en todo momento y que no es responsable de ningún daño o sanción reclamados por la Demandante y los Miembros de la Clase.

La Corte concedió la aprobación preliminar del Acuerdo el 16 de mayo del 2023 y aprobó este Aviso. La Corte también aprobó preliminarmente a la Demandante Eva Yanez como la Representante de la Clase, a Cohelan Khoury & Singer y Law Offices of Sahag Majarian II, como los Abogados de la Clase, y a CPT Group, Inc. como el Administrador del Acuerdo.

3. ¿Cuáles son los términos del Acuerdo?

Cantidad Bruta del Acuerdo. El Demandado ha acordado pagar \$1,125,000 (la “Cantidad Bruta del Acuerdo”). La Cantidad Bruta del Acuerdo incluye todos los pagos del Acuerdo a los Miembros de la Clase y, sujeto a la aprobación de la Corte: (a) Gastos de la Administración del Acuerdo que no excederán los \$10,000, (b) Pago de Servicio de la Representante de la Clase de hasta \$5,000, para compensar a la Demandante por los servicios realizados en nombre de la Clase, (c) Honorarios de los Abogados de la Clase de hasta \$375,000, (d) Gastos de Litigio de los Abogados de la Clase de hasta \$21,500, (e) hasta \$30,000 por sanciones civiles de PAGA - \$22,500 (75%) pagados a la Agencia de Fuerza Laboral y Desarrollo de California (“Pago de LWDA”); y, \$7,500 (25%) pagados a los Miembros de la Clase según el número de semanas trabajadas por cada Empleado Agraviado de PAGA desde el 24 de enero del 2019 hasta el 18 de marzo del 2022 (el “Período de PAGA”), en comparación con el número de semanas trabajadas por todos durante el Período de PAGA.

Pagos de las Partes del Acuerdo a los Miembros Participantes de la Clase. Después de deducir las cantidades aprobadas por la Corte para los pagos anteriores, la parte que resta es la “Cantidad Neta del Acuerdo” (“NSA,” por sus siglas en inglés) estimada en \$683,500. Los Pagos Individuales del Acuerdo se distribuirán a partir del NSA a todos los Miembros de la Clase que no soliciten ser excluidos (“Miembros Participantes de la Clase”). El Administrador del Acuerdo calculará las Partes Individuales del Acuerdo dividiendo el número de semanas trabajadas por cada Miembro de la Clase durante el Período de la Clase por el número de Semanas de Trabajo trabajadas por todos los Miembros de la Clase durante el Período de la Clase y multiplicando ese número por la Cantidad Neta del Acuerdo. Cada pago del Acuerdo se asignará como: 30% salarios, con retenciones de nómina deducidas, y se emitirán Formas W-2 del IRS; y, 70% intereses y multas y se emitirán Formas 1099 del IRS. Nada de lo contenido en este Aviso constituye asesoramiento sobre impuestos. Los Miembros de la Clase pueden consultar a un asesor fiscal sobre las consecuencias fiscales de los pagos del Acuerdo. Si la Corte aprueba el Acuerdo, y usted no ha solicitado ser excluido, se le enviará por correo automáticamente un cheque por su Parte del Acuerdo a la misma dirección a la que se envió este Aviso de la Demanda Colectiva.

Usted no tiene que hacer nada para recibir un pago, excepto asegurarse de que el administrador tiene su dirección actual. Se adjuntan una Forma de Cambio de Dirección y un sobre de devolución preimpreso.

4. ¿A qué estoy liberando conforme al Acuerdo?

Reclamos Liberados. A partir de la fecha en que la Sentencia sea Definitiva, todos los Miembros Participantes de la Clase liberarán completamente y finalmente al Demandado y a las Partes Liberadas de todas las causas de acción y teorías de hecho o legales que fueron alegadas en la Demanda o que razonablemente podrían haber sido alegadas sobre la base de los hechos alegados en la Demanda, incluyendo: (a) no pagar los salarios mínimos; (b) no pagar los salarios de las horas extras; (c) no proporcionar los períodos de comida; (d) no proporcionar los períodos de descanso; (e) no proporcionar las declaraciones salariales detalladas y precisas; (f) no pagar oportunamente los salarios adeudados después de la separación del empleo; y (g) Violaciones de la Ley de Competencia Desleal. La liberación de estos reclamos será efectiva para el Período de la Clase (“Reclamos Liberados”). Los reclamos por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguridad social, indemnización laboral y reclamos colectivos fuera del Período de la Clase, no serán liberados.

Si no se excluye oportunamente del Acuerdo, no podrá demandar, continuar demandando ni ser parte de ninguna otra demanda presentada en contra del Demandado o de cualquiera de las Partes Liberadas sobre la base de los reclamos cubiertos por este Acuerdo. También significa que todas las órdenes de la Corte en este caso son legalmente obligatorias para usted.

5. ¿De cuánto será mi pago de la Parte del Acuerdo?

Los registros de Gardner muestran que trabajó <<Workweeks>> semanas durante el Período de la Clase (24 de febrero del 2016 hasta el 18 de marzo del 2022) y <<PAGAWEEKS>> semanas durante el Período de PAGA (24 de enero del 2019 hasta el 18 de marzo del 2022).

Sobre la base de esta información, se estima que recibirá un pago de <<EstAmount>> , menos las retenciones.

Si usted disputa la información en la que se basa su Pago del Acuerdo, usted debe devolver una declaración escrita de las razones por las que cree que no es correcta, con cualquier documento de apoyo que tenga, al Administrador del Acuerdo a la dirección indicada en el Párrafo 7 a no más tardar el 30 de octubre del 2023. Su disputa escrita debe ser firmada por usted, e incluir el nombre y número del caso, *Yanez v. Gardner*, Caso No. 20CV364033.

6. ¿Cómo puedo obtener un pago de la Parte del Acuerdo?

Para obtener el pago de su Parte del Acuerdo, no tiene que hacer nada. Se le enviará por correo automáticamente un cheque por su Parte del Acuerdo a la misma dirección que se indica en este Aviso de la Clase. Si su dirección no es correcta o ha cambiado desde que recibió este aviso, usted debe notificar al Administrador del Acuerdo. Se adjuntan una Forma de Cambio de Dirección y un sobre de devolución preimpreso para su uso.

La Corte llevará a cabo una Audiencia de Aprobación Final el 8 de noviembre del 2023 a la 1:30 p.m. para decidir si aprueba el Acuerdo. Si la Corte aprueba el Acuerdo y no hay objeciones ni apelaciones, los pagos se enviarán por correo a los Miembros Participantes de la Clase aproximadamente seis semanas después de que la Corte emita su orden de aprobación final del Acuerdo. Si hay objeciones o apelaciones, resolverlas tardará tiempo, normalmente más de un año antes de que se puedan distribuir los pagos de la Parte del Acuerdo. Por favor, sea paciente.

7. ¿Qué sucede si no deseo participar en el Acuerdo?

Si usted no desea participar en el Acuerdo por cualquier razón, usted puede solicitar ser excluido del Acuerdo (“optar por no participar”). **Si opta por no participar, no recibirá un pago de la Parte del Acuerdo**, y no estará obligado por los términos del Acuerdo.

Para excluirse, usted debe enviar una solicitud por escrito, firmada y fechada, con el sello postal fechado a no más tardar del 30 de octubre del 2023, al Administrador del Acuerdo:

Yanez v. Gardner Family Health Network, Inc. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

La solicitud de exclusión debe indicar en esencia “Deseo optar por no participar en el Acuerdo del caso *Yanez v. Gardner*, Caso No. 20CV364033. Entiendo que no recibiré el Pago del Acuerdo descrito en el Aviso del Acuerdo de la Demanda Colectiva.” La solicitud debe indicar su nombre completo y dirección y debe estar firmada por usted.

Las solicitudes de exclusión con el sello postal después del 30 de octubre del 2023, o que no están completas o firmadas, serán rechazadas, y usted estará obligado por el Acuerdo y recibirá su pago del Acuerdo. Incluso si devuelve una solicitud de exclusión válida y oportuna, usted aún recibirá una parte de las Sanciones de PAGA y liberará los reclamos de PAGA.

8. ¿Cómo le digo a la Corte que no estoy de acuerdo con el Acuerdo?

Si usted no ha devuelto una solicitud de exclusión y cree que el Acuerdo no debe ser aprobado finalmente por la Corte, usted puede objetar a cualquier término del Acuerdo, ya sea por escrito o en persona. Todas las objeciones por escrito deben indicar su nombre, los motivos de la objeción y el nombre y número del caso, *Yanez v. Gardner*, Caso No. 20CV364033. Por favor, también indique si tiene la intención de comparecer en la audiencia de aprobación final.

Todas las objeciones escritas deben devolverse al Administrador en la dirección que se indica en el Párrafo 7, a no más tardar el 30 de octubre del 2023. Usted también puede asistir a la Audiencia de Aprobación Final el 8 de noviembre del 2023 a la 1:30 p.m. y decirle a la Corte su objeción.

Si la Corte aprueba el Acuerdo, usted estará obligado por todos los términos del Acuerdo, aun si ha objetado, de la misma manera que los Miembros de la Clase que no objetan.

9. ¿Quiénes son los Abogados de la Demandante y de la Clase?

Michael D. Singer
Jeff Geraci
Cohelan Khoury & Singer
605 C Street, Suite 200
San Diego, CA 92101
Tel: (619) 595-3001
Correo Electrónico: matlas@ckslaw.com

Sahag Majarian II
Law Offices of Sahag Majarian II
18250 Ventura Blvd.
Tarzana, CA, CA 91356
Tel: (818) 609-0807
Correo Electrónico: jeankoper@majarianlaw.com

10. ¿Cuándo y dónde decidirá la Corte si aprueba el Acuerdo?

La Corte llevará a cabo una Audiencia de Aprobación Final a la 1:30 p.m. el 8 de noviembre del 2023, en el Departamento 19 de la Corte Superior de California, Condado de Santa Clara, 191 North First Street San Jose, CA 95113, ante el Honorable Juez Theodore C. Zayner. La Corte considerará si el Acuerdo es justo, razonable y adecuado. Si se presentan objeciones al Acuerdo, la Corte las considerará en el momento de esta audiencia. Esta audiencia puede ser reprogramada por la Corte sin previo aviso. Sin embargo, si usted presenta una objeción escrita, se le notificará la fecha reprogramada. **No está obligado a asistir** a la Audiencia de Aprobación Final, aunque cualquier Miembro de la Clase es bienvenido a asistir. Cuando se haya firmado y dictado la Orden de Aprobación Final y la Sentencia, se publicarán en el sitio web del Administrador en www.cptgroupcaseinfo.com/GardnerSettlement.

Los miembros de la Clase pueden asistir a la audiencia de aprobación final en persona en la sala de la corte o por tecnología remota. Si asisten en persona, por favor preséntense en los Servicios de la Corte en el 1er piso de la Corte Superior de Downtown ubicada en 191 N. First Street, San Jose, California 95113 y esperen que un agente del alguacil los acompañe a la sala de la corte. Los miembros de la clase pueden asistir a la audiencia de aprobación final de forma remota utilizando el enlace de Microsoft Teams para el Departamento 19 (Sesión de la tarde). Las instrucciones para presentarse de forma remota se encuentran en https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml y deben revisarse por adelantado. Se recomienda a los miembros de la clase que deseen comparecer a distancia que se pongan en contacto con los abogados de la clase al menos tres días antes de la audiencia, si es posible, para evitar o minimizar posibles problemas tecnológicos o de audibilidad.

11. ¿Cómo puedo obtener más información sobre el Acuerdo?

Usted puede llamar al Administrador del Acuerdo al 1 (888)520-1754 o escribir a *Yanez v. Gardner Family Health Network, Inc.* Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; o comunicarse con los Abogados de la Clase al (619) 595-3001 para obtener más información.

Este Aviso de la Clase resume el Acuerdo propuesto. Encontrará más detalles en la Resolución del Acuerdo. Usted puede revisar una copia de la Resolución del Acuerdo, la Sentencia Final u otros documentos del Acuerdo consultando el Registro de Acciones (Register of Actions) de la Corte Superior de California para el Condado de Santa Clara. (Introduzca el No. de Caso 20CV364033. <https://portal.scsccourt.org/>). Usted también puede revisar los expedientes del caso en persona en “Records,” Corte Superior de California, Condado de Santa Clara, 191 N. 1st Street, San Jose, California 95113, entre las 8:30 a.m. y la 1:30 p.m., de lunes a jueves, y los viernes entre las 8:30 a.m. y las 12:00 p.m., excluyendo los días festivos y los días de cierre de la Corte. Una vez que la Corte conceda la aprobación final del Acuerdo, usted también podrá ver la Orden de Aprobación Final y la Sentencia en el sitio web del administrador, www.cptgroupcaseinfo.com/GardnerSettlement.

**POR FAVOR NO LLAME A LA CORTE, AL JUEZ, A LOS SUPERVISORES DEL DEMANDADO,
A LOS GERENTES, O A LOS ABOGADOS SOBRE ESTE ACUERDO**

- Los miembros de la Clase pueden comparecer en la audiencia de aprobación final en persona en la sala de la corte o por tecnología remota. Si se presenta en persona, por favor regístrese en los Servicios de la Corte en el 1er piso de la Corte Superior de Downtown ubicada en 191 N. First Street, San Jose, California 95113 y espere que un agente del alguacil lo acompañe a la sala de la corte. Los miembros de la clase pueden asistir a la audiencia de aprobación final de forma remota utilizando el enlace de Microsoft Teams para el Departamento 19 (Sesión de la tarde). Las instrucciones para presentarse de forma remota se encuentran en https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml y deben revisarse por adelantado. Se recomienda a los miembros de la clase que deseen comparecer a distancia que se pongan en contacto con los abogados de la clase al menos tres días antes de la audiencia, si es posible, para evitar o minimizar posibles problemas tecnológicos o de audibilidad.
- Para recibir el pago de su Parte del Acuerdo como un Miembro Participante de la Clase, usted no debe devolver una solicitud de exclusión y su dirección postal actual debe estar archivada con el Administrador. Todos los Miembros de la Clase que trabajaron en algún momento durante el Período de PAGA, recibirán una parte del Pago de PAGA y liberarán todos los reclamos de PAGA.
- Los cheques de la Parte del Acuerdo y del Pago de PAGA se anularán 180 días después de su emisión si no se depositan o se cobran. Después de 180 días, el Administrador del Acuerdo enviará la cantidad no reclamada a Legal Aid at Work, legalaidthatwork.org, una organización sin fines de lucro que brinda servicios legales a los trabajadores de California. Si pierde o extravía su cheque, comuníquese de inmediato con el Administrador del Acuerdo para solicitar un reemplazo.

Corte Superior de California, Condado de Santa Clara
Yanez v. Gardner Family Health Network, Inc.
Case No. 20CV364033

FORMA DE CAMBIO DE DIRECCIÓN

Yo deseo cambiar mi nombre o dirección postal u otra información de contacto a lo siguiente:

Nombre: _____

Nombre Anterior (si es aplicable): _____

Calle y No. de Apto., si hay alguno: _____

Ciudad, Estado y Código Postal: _____

Teléfono(s): (Hogar): _____; (Celular): _____

Entiendo que toda la correspondencia futura en esta Demanda, incluyendo pero no necesariamente limitado a avisos importantes o Pagos del Acuerdo, se enviará a la dirección que se indica anteriormente y no a la dirección utilizada anteriormente. Solicito y consiento el uso de la dirección mencionada anteriormente para estos propósitos.

Presentada por: _____

Fecha: _____

Nombre Escrito: _____

Firma: _____

**POR FAVOR DEVUELVA ESTA FORMA EN EL SOBRE PROPORCIONADO
O POR CORREO DE PRIMERA CLASE DE LOS ESTADOS UNIDOS A:**

Yanez v. Gardner Family Health Network, Inc. Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

FORMA DE CAMBIO DE DIRECCION

¿Preguntas? Llame Gratuitamente – 1 (888)520-1754

EXHIBIT C



www.cptgroup.com

Contact Name: Ryan Schley, Esq.
Alan Rock

Corporate Headquarters
50 Corporate Park, Irvine CA 92606
Ryan@cptgroup.com

Direct Number: (949) 358-0404

Headquarters: (800) 542-0900

Fax Number: (949) 428-1023

Case Name: Yanez v Gardner

Date: **June 15, 2022**

All-In Settlement

Requesting Attorney: **Matthew Atlas**

* Class Members: **750**

Plaintiff or Defense: **Plaintiff**

** Opt-Out Rate: **1.5%**

Firm Name: **Cohelan Khoury & Singer**

Opt-Outs Received: **11**

Telephone: **(619) 595-3001**

Postage Total: **\$1,096.74**

Email: matthew@ckslaw.com

Grand Total: **\$17,449.04**

***** DISCOUNTED FLAT FEE: \$10,000.00**

* This number is an estimate provided by counsel. If the actual number is different, our cost estimate will change accordingly.

** For ease of comparison, in the event competing estimates use an alternate filing rate to calculate estimated cost, please advise us so that we may modify the estimate accordingly.

*** This price is valid for administration of a maximum of 11 opt-out's filed. Any additional opt-out's filed above 11 will be billed at the rate of \$8.00 per member.

Case Setup

Case Setup / Data Management / Create a Unified Mailing List / TFN Establish & Setup / Spanish Translation / Static Website

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Project Manager	\$95.00	7	\$665.00
System Programming/Data Base Setup	\$150.00	7	\$1,050.00
Toll-Free Number Establish/Setup*	\$150.00	2	\$300.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Static Website	\$500.00	1	\$500.00
Total			\$3,715.00

* Up to 120 days after disbursement

Notification Procedures

National Change of Address (NCOA) / Notice & Opt-Out Form / SASE / Postage (up to 2 oz.)

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
NCOA	\$150.00	1	\$150.00
Project Manager-Opt-Out/Notice Format	\$95.00	2	\$190.00
Merged Data	\$0.50	750	\$375.00
Mailing of Notice Pack	\$1.50	750	\$1,125.00
Estimated Postage (up to 2 oz.)*	\$0.78	750	\$585.00
Postage for SASE	\$0.58	750	\$435.00
Total			\$2,860.00

*Additional charges will apply if the postage exceeds 2 oz. The final rate will be determined at the time of mailing.

Returned Mail

Notices Returned as Undeliverable / Skip Traces / Remail Notice Packets / Postage

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Update Undeliverable	\$0.50	75	\$37.50
Skip Traces	\$1.25	65	\$81.25
Remail Packs	\$2.00	56	\$112.00
Estimated Postage (up to 2 oz.)	\$0.78	56	\$43.68
Clerical Staff	\$60.00	2	\$120.00
Total			\$394.43

Opt-Out Processing

Process Opt-Outs, Deficiencies & Other Requests from Class Members / Call Center Support

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming of Opt-Out Data Base	\$150.00	4	\$600.00
Opt-Out Processing	\$5.00	11	\$55.00
Clerical Staff	\$60.00	1	\$60.00
Deficiency/Dispute Letters	\$20.00	1	\$20.00
Estimated Postage (up to 1 oz.)	\$0.58	1	\$0.58
Project Manager	\$95.00	1	\$95.00
Call Center Support	\$3.00	150	\$450.00
Total			\$1,280.58

SSN Verification

Verify SSN for Validity with IRS / IRS Backup Withholdings

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming for SSN Selection	\$150.00	1	\$150.00
Project Manager	\$95.00	3	\$285.00
SSN Verification	\$0.20	739	\$147.80
Total			\$582.80

Disbursement

Calculations / Data Management / Create & Manage QSF / Print & Mail Checks, 1099/W-2

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming Database-Calculate Totals	\$150.00	3	\$450.00
Project Supervisor Review of Distribution	\$150.00	3	\$450.00
Project Manager-Correspond w/Attorney	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming/Setup & Printing of Checks	\$150.00	3	\$450.00
Print Mail Checks, W-2/1099 (8x10 sheet)	\$2.50	739	\$1,847.50
Estimated Postage (up to 1 oz.)	\$0.58	739	\$428.62
Total			\$4,266.12

Post-Disbursement & Tax Reporting

Account Recons / Skip Trace / Reissue Checks / Annual Tax Reporting / Final Reporting & Declaration / Uncashed Checks Sent to Cy pres

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Re-Issue Checks as Required	\$5.00	8	\$40.00
Project Supervisor -Account Recons	\$150.00	6	\$900.00
Skip Trace	\$1.25	59	\$73.75
Remail Undeliverable Checks	\$2.50	59	\$147.50
Estimated Postage (up to 1 oz.)	\$0.58	67	\$38.86
Project Supervisor-Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming- Final Reports	\$150.00	2	\$300.00
Project Manager - Acnt Files Sent to Atty	\$150.00	2	\$300.00
Project Supervisor - Final Declaration	\$150.00	2	\$300.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Uncashed Checks Sent to Cy pres	Included	1	Included
Total			\$4,350.11

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

Grand Total: **\$17,449.04**

TERMS AND CONDITIONS

These Terms and Conditions are made a part of and incorporated by reference into the CPT Group, Inc. Terms and Conditions Agreement by and between Client and CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 ("CPT").

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, objections, and the like which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work product resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds

are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

- 2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement, and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

- 3. **Security.** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement, and shall promptly inform the other Parties of such breaches.

- 4. **CPT Obligations.** Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.

5. Mutual Obligations.

- a) **Resources.** Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there

is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) Incident Notification. Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. Qualified Settlement Fund Account. At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. Fees and Payment. Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only, and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. Term and Termination.
 - a) Term. The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
 - b) Termination for Cause. Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
 - c) Bankruptcy Events. A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) Effect of Termination. Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
 - e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a. Compelled Disclosure. If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the

other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.

- b. Remedies. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. Intellectual Property. As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. Warranties. Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. Liability.
 - a. Liability Cap. EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b. Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
15. Miscellaneous Provisions.
 - a. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and

the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

- b. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c. Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d. Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e. Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f. Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g. No Third Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.
- h. Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT

from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i. Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l. Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m. Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n. Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
- o. Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
- p. Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.



www.cptgroup.com

Contact Name: Ryan Schley, Esq.
Alan Rock

Corporate Headquarters

50 Corporate Park, Irvine CA 92606

Ryan@cptgroup.com

Direct Number: (949) 358-0404

Headquarters: (800) 542-0900

Fax Number: (949) 428-1023

Case Name: Yanez v Gardner

Date: **August 11, 2023**

All-In Settlement

Requesting Attorney: **Matthew Atlas**

* Additional Class Members: **59**

Plaintiff or Defense: **Plaintiff**

Postage Total: **\$92.01**

Firm Name: **Cohelan Khoury & Singer**

GRAND TOTAL: \$639.26

Telephone: **(619) 595-3001**

Email: matthew@ckslaw.com

* This number is an estimate provided by counsel. If the actual number is different, our cost estimate will change accordingly.

Additional Notification Procedures

National Change of Address (NCOA) / Notice & Opt-Out Form / SASE / Postage (up to 2 oz.)

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Project Manager	\$95.00	1	\$95.00
NCOA	\$75.00	1	\$75.00
Project Manager-Opt-Out/Notice Format	\$95.00	2	\$190.00
Merged Data	\$0.50	59	\$29.50
Mailing of Notice Pack	\$1.50	59	\$88.50
Estimated Postage (up to 2 oz.)*	\$0.87	59	\$51.33
Postage for SASE	\$0.66	59	\$38.94
Total			\$568.27

*Additional charges will apply if the postage exceeds 2 oz. The final rate will be determined at the time of mailing.

Returned Mail

Notices Returned as Undeliverable / Skip Traces / Remail Notice Packets / Postage

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Update Undeliverable	\$0.50	3	\$1.50
Skip Traces	\$1.25	3	\$3.75
Remail Packs	\$2.00	2	\$4.00
Estimated Postage (up to 2 oz.)	\$0.87	2	\$1.74
Clerical Staff	\$60.00	1	\$60.00
Total			\$70.99

Grand Total: \$639.26

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- a) “**Affiliate**” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
- b) “**Approved Bank**” means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) “**Case**” means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) “**Claims Administrator**” means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) “**Client**” means collectively Plaintiff Counsel and Defense Counsel.
- f) “**Client Content**” means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, objections, and the like which contain Client Data.
- g) “**Client Data**” means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) “**Class Member**” means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) “**Confidential Information**” means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked “confidential” or “proprietary” or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient’s prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) “**Court Order**” means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) “**Defendant**” means the named party and/or parties in the Case against whom action is brought.
- l) “**Defense Counsel**” means the attorney of record for the defendant(s) in the Case.
- m) “**Intellectual Property Right**” means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) “**Order**” means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) “**Parties**” shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) “**Plaintiff**” means the named party and/or parties in the Case who are bringing the action.
- q) “**Plaintiff Counsel**” means the attorney of record for plaintiff Class Members in the Case.
- r) “**Products**” means any and all CPT Services, and work product resulting from Services.
- s) “**Qualified Settlement Fund**” means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds

are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) “**Service**” means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) “**Software**” means any and all of CPT’s proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) “**Settlement**” means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) “**Settlement Agreement**” means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) “**Term**” means the term of the Agreement, as set forth in the Order.
 - y) “**Transmission Methods**” means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) “**Wire Information**” means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement, and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement, and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section “Client Obligations”, CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there

is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) Incident Notification. Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. Qualified Settlement Fund Account. At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. Fees and Payment. Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only, and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. Term and Termination.
 - a) Term. The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
 - b) Termination for Cause. Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
 - c) Bankruptcy Events. A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) Effect of Termination. Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
 - e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a. Compelled Disclosure. If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the

other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.

- b. Remedies. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. Intellectual Property. As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. Warranties. Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. Liability.
 - a. Liability Cap. EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b. Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
15. Miscellaneous Provisions.
 - a. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and

the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

- b. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c. Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d. Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e. Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f. Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g. No Third Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.
- h. Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT

from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i. Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l. Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m. Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n. Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
- o. Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
- p. Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.