

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JACOB GREENWELL, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

ENVIGO RMS, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. RG21108069

Honorable Somnath Raj Chatterjee
Department 16

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 24, 2025
Time: 2:30 p.m.
Department: 16
Reservation ID: 211598178171

Complaint Filed: June 25, 2021
FAC Filed: July 23, 2024
Trial Date: None

1 This matter has come before the Honorable Somnath Raj Chatterjee in Department 16 of
2 the Superior Court of the State of California, for the County of Alameda, on April 25, 2025 at 2:30
3 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers for Justice, PC appears as counsel for Plaintiff Jacob Greenwell ("Plaintiff"), individually
5 and on behalf of all others similarly situated and other aggrieved employees, and Littler Mendelson
6 P.C. appears as counsel for Defendant Envigo RMS, LLC ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class and PAGA Action
12 Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"),
13 attached as "**EXHIBIT 2**" to the Declaration of Helene Mayer in Support of Plaintiff's Motion for
14 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
15 determination that the Settlement appears to fall within the range of possible approval as fair,
16 adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Award, Class Representative Enhancement Award, PAGA Settlement Amount,
3 FCRA Settlement Amount, Settlement Administrator Costs, and payments to the Participating
4 Settlement Class Members, Participating FCRA Class Members, and PAGA Employees provided
5 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be
6 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
7 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
8 made available to the Class Members, FCFA Class Members and PAGA Employees are fair,
9 adequate, and reasonable when balanced against the probable outcome of further litigation relating
10 to certification, liability, and damages issues.

11 5. The Court concludes that, for settlement purposes only, the proposed Class meets
12 the requirements for certification under section 382 of the California Code of Civil Procedure in
13 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
14 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
15 community of interest amongst the members of the Class with respect to the subject matter of the
16 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
17 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
18 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
19 Counsel are qualified to act as counsel for Plaintiff individually and as the Class Representative.

20 6. The Court conditionally certifies, for settlement purposes only, the Settlement Class,
21 defined as follows:

22 All current and former hourly-paid or non-exempt employees who worked for
23 Defendant (including any entities that merged with Defendant) within the State of
California at any time during the period from June 25, 2017 through August 31, 2023.

24 7. The Court conditionally certifies, for settlement purposes only, the FCRA Class
25 Members, defined as follows:

26 All current and former employees and prospective applications for employment in
27 the United States who applied for a job with Defendant (including any entities that
merged with Defendant) on whom a background check was performed at any time
during the period from June 25, 2016 through August 31, 2023.

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1 8. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and Helene Mayer
2 of Lawyers for Justice, PC as Class Counsel.

3 9. The Court provisionally appoints Plaintiff Jacob Greenwell as the Class
4 Representative.

5 10. The Court provisionally appoints Atticus Administration, LLC to handle the
6 administration of the Settlement (“Settlement Administrator”).

7 11. Within 45 calendar days after entry of the Preliminary Approval Order, Defendant
8 shall provide the Settlement Administrator with the Class List, FCRA Class List, and PAGA
9 Employee List in conformity with the Settlement Agreement.

10 12. The Court approves, both as to form and content, the Notice of Class Action
11 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A**,” to be mailed to Settlement Class
12 Members; the Class Notice attached hereto as “**EXHIBIT B**,” to be mailed to FCRA Class
13 Members, and the Class Notice attached hereto as “**EXHIBIT C**,” to be mailed to Class Members
14 who are both Settlement Class Members and FCRA Class Members. The Class Notice shall be
15 provided to Class Members in the manner set forth in the Settlement. The Court finds that the Class
16 Notice appears to fully and accurately inform the Class Members of all material elements of the
17 Settlement, of Class Members’ right to be excluded from the Settlement Class by submitting a
18 Request for Exclusion, of Class Members’ and PAGA Employees’ right to dispute the Workweek(s)
19 and/or PAGA Period credited to each of them, and of each Settlement Class Member’s right and
20 opportunity to object to the Settlement Class. The Court further finds that distribution of the Class
21 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
22 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
23 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The
24 Court further orders the Settlement Administrator to mail the Class Notice to all Class Members
25 and FCRA Class Members within 14 calendar days after receiving the Class List and FCRA Class
26 List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

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1 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
3 choose to be excluded from the Class Settlement, or FCRA Class Member from the FCRA Class
4 Settlement, by submitting a timely and valid written Request for Exclusion no later than 45 calendar
5 days from the initial mailing of the Class Notice (“Response Deadline”), or, in the case of a re-
6 mailed Class Notice, the Response Deadline shall be the later of 45 calendar days after the initial
7 mailing or 14 calendar days from the re-mailing. Any Class Member or FCRA Class Member who
8 submits a Request for Exclusion from the Class Settlement or FCRA Class Settlement is prohibited
9 from making any objections to the Settlement. Any Class Member or FCRA Class Member who
10 submits a timely and valid Request for Exclusion will not be a Settlement Class Member or
11 Participating FCRA Class Member and will not have any right to object, appeal, or comment on
12 the Settlement. Class Members and FCRA Class Members who do not submit a timely and valid
13 Request for Exclusion by the Response Deadline shall be bound by the terms of the Settlement
14 Agreement, any Court order approving the terms of the Settlement, and the Final Approval Order
15 and Judgment entered thereon. PAGA Employees shall be bound to the PAGA Settlement
16 irrespective of whether they exercise their option to opt out of the Class Settlement.

17 14. A Final Approval Hearing shall be held before this Court on
18 _____ to determine all necessary matters concerning the
19 Settlement, including: whether the proposed settlement of the action on the terms and conditions
20 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
21 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
22 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
23 reasonable to the Class Members, FCRA Class Members, and PAGA Employees; and determine
24 whether to finally approve the requests for the Class Counsel Award, Class Representative
25 Enhancement Award, PAGA Settlement Amount, FCRA Settlement Amount, and Settlement
26 Administrator Costs.

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1 15. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class
2 Counsel Award, Class Representative Enhancement Award, PAGA Settlement Amount, FCRA
3 Settlement Amount and Settlement Administrator Costs, along with the appropriate declarations
4 and supporting evidence, including the Administrator's declaration by Atticus Administration,
5 LLC, to be heard at the Final Approval Hearing.

6 16. Only Class Members and FCRA Class Members who do not request exclusion from
7 may object to the Class Settlement or FCRA Class Settlement by submitting a Notice of Objection
8 to the Settlement Administrator postmarked on or before the Response Deadline or by presenting
9 their objection orally at the Final Approval Hearing, regardless of whether they submitted a written
10 objection. The Objection must be signed by the Settlement Class Member or Participating Class
11 Member and contain all information required by the Settlement Agreement. A Class Member or
12 FCRA Class Member who does not object prior to or at the Final Approval Hearing will be deemed
13 to have waived any objections and will be foreclosed from making any objections (whether at the
14 Final Approval Hearing, by appeal or otherwise) to the Settlement.

15 17. The Settlement is not a concession or admission and shall not be used against
16 Defendant as an admission or indication with respect to any claim of any fault or omission by
17 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
18 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
19 neither the Settlement, nor any document, statement, proceeding or conduct related to the
20 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
21 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
22 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
23 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
24 establish the existence of any condition constituting a violation of, or a non-compliance with state,
25 federal, local or other applicable law. except for legal proceedings concerning the implementation,
26 interpretation, or enforcement of the Settlement.

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1 18. In the event the Settlement does not become effective in accordance with the terms
2 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
3 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
4 vacated, and the Parties shall revert back to their respective positions as of before entering into the
5 Settlement Agreement.

6 19. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
8 Members and retains jurisdiction to consider all further applications arising out of or connected
9 with the Settlement.

10 **IT IS SO ORDERED.**

11 Dated: _____

12 By: _____
13 The Honorable Somnath Raj Chatterjee
14 Judge of the Superior Court
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EXHIBIT A

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL
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In the Matter of
Greenwell v. Envigo RMS, LLC
Alameda Superior Court,
Case No. RG21108069

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

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER**

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A settlement has been reached between the parties in a lawsuit pending in the Alameda Superior Court on behalf of a Class consisting of: (1) All current and former non-exempt employees of Envigo RMS, LLC (including any entities that merged with Envigo) within the State of California at any time during the period beginning June 25, 2017 through August 31, 2023 ("Class Period") ("Settlement Class Members"); and (2) all of Envigo's (including any entities that merged with Envigo) current and former employees and prospective applicants for employment in the United States who applied for a job with Envigo on whom a background check was performed during the period from June 25, 2016 through August 31, 2023 ("FCRA Class Period") ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members").

You have received this notice because Envigo RMS, LLC's ("Envigo") records indicate that you worked as an employee in an hourly-paid or non-exempt position in California during the Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the Alameda Superior Court, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Settlement Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On June 25, 2021, Plaintiff Jacob Greenwell, on behalf of himself, all others similarly situated, and other alleged aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a First Amended Complaint (the “Operative Complaint”) and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled “Jacob Greenwell v. Envigo RMS, LLC” Case No. RG21108069 (Alameda Superior Court) (the “Action”).

This Action alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) Violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). Envigo denies the allegations in the Action, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and Envigo entered into a Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Settlement Agreement”) that resolves the claims on behalf of the persons in the Class.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Atticus Administration, LLC as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Jacob Greenwell as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”).

Considering the risks, uncertainties, inconvenience, and expense associated with this Action, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Action on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of Envigo. The Court has not ruled on the merits of Plaintiff’s claims or Envigo’s defenses.

Envigo will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a Settlement Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the workweeks credited to you, if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <http://www.settlementadministrator.com> and are also on file with the Office of the Clerk of the Alameda Superior Court, Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, California 94612. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Envigo's records identify you as a member of the Settlement Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Jacob Greenwell, who used to work as an employee at Envigo in California. The Class Representative is pursuing the Action on behalf of all other similarly situated current and former hourly -paid or non-exempt employees who worked at Envigo in California during the Class Period. The Defendant is Envigo RMS, LLC.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendant

Steven A. Groode (SBN 210500)
James Payer (SBN 292158)
LITTLER MENDELSON P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067
Tel: (310) 553-0308 / Fax: (310) 553-5583

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$278,250.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$30,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Envigo has agreed to pay **\$795,000.00** (the "Gross Settlement Amount") to resolve the Action, which amount will be fully funded by Envigo and includes: (i) Net Settlement Amount (or payments to the Settlement Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$27,400.00**, to be approved by the Court; (iii)

payment of attorneys' fees not to exceed **\$278,250.00** and reasonable litigation costs and expenses not to exceed **\$30,000.00** (together "Class Counsel Award"), each to be approved by the Court; (iv) **\$100,00.00** allocated to PAGA penalties ("PAGA Settlement Amount"), of which 75% or \$75,000.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$25,000.00 will be distributed to PAGA Employees, to be approved by the Court; (v) enhancement award to the Class Representative in an amount not to exceed **\$10,000.00** ("Class Representative Enhancement Award"), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$100,000.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net Settlement Amount (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Enhancement Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net Settlement Amount is estimated to be approximately **\$249,350.00**.

Envigo will pay money into an account administered by the Settlement Administrator on a quarterly basis beginning after the settlement becomes final. Envigo will have a total of one year from **<<DATE>>>**, to meet its payment obligations. The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator's website at **<<SETTLEMENT ADMINISTRATOR'S WEBSITE>>** and has also been filed with the Clerk of the Court.

Individual Settlement Payment to Participating Settlement Class Members:

Each member of the Settlement Class who does not opt out of the Class Settlement as described in Section XI below ("Participating Settlement Class Member") will receive an Individual Settlement Payment from the Net Settlement Amount. **Your Individual Settlement Payment will depend upon the number of workweeks you worked at Envigo during the Class Period. The average Individual Settlement Payment is anticipated to be \$ _____. This is just an estimate of the average payment to Settlement Class Members.** Your payment could be higher or lower depending on various factors including the number of Settlement Class Members who choose to opt out and the number of workweeks you worked at Envigo.

The calculation of Individual Settlement Payments is based on data provided by Envigo. Envigo's records will be determinative with respect to the number of workweeks Settlement Class Members worked.

Each member of the Settlement Class will receive their Individual Settlement Payments in two equal installments, the first of which will be issued within a week of Envigo making its second quarterly settlement payment and the second of which will be issued within a week of Envigo making its third quarterly settlement payment.

Individual PAGA Settlement Payment to PAGA Employees:

Twenty-five percent (25%) of the PAGA Settlement Amount or \$25,000.00 (the "PAGA Employee Amount") will be distributed to all persons who were employed by Envigo (including any entities that merged with Envigo) in California as hourly paid or non-exempt employees at any time during the period

October 7, 2019 through August 31, 2023 (“PAGA Period”) on a pro rata basis based on the total number of pay periods worked by each current and former hourly-paid or non-exempt employee of Envigo in California during the PAGA Period (“PAGA Employee”).

The Individual PAGA Settlement Payment shall be issued within one week of Envigo making its first quarterly settlement payment.

Your Workweeks Based on Envigo’s Records:

According to Envigo’s records:

From June 25, 2017 through August 31, 2023 (i.e., Class Period), you were employed by Envigo as an hourly-paid or non-exempt employee in California for [REDACTED] Compensable Work Weeks.

From October 7, 2019 through August 31, 2023 (i.e., PAGA Period), you were employed by Envigo as an hourly-paid or non-exempt employee in California for [REDACTED] Compensable Pay Periods.

If you wish to dispute the workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Workweeks credited to you, and what you contend is the correct number to be credited to you; (4) attach any documentation that you have to support the dispute; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [insert Response Deadline].

Your Estimated Individual Settlement Payment and Individual PAGA Settlement Payment:

Payments will be made to Settlement Class Members and PAGA Employees pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Compensable Workweeks worked by each Settlement Class Member during the Class Period and based on the number of Compensable Pay Periods worked by each PAGA Employee during the PAGA Period.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Settlement Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual Settlement Payment and Individual PAGA Settlement Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual Settlement Payment and Individual PAGA Settlement Payment (if applicable) may be higher or lower.

Once the settlement checks are mailed, Settlement Class Members and PAGA Employees will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

“Released Class Claims” means any and all causes of action and factual or legal theories that were or are alleged in the Complaints in the Action, as well as the Operative Complaint, or reasonably could have been alleged based on the same or similar facts, allegations and/or legal theories contained in the Action and Complaints, arising during the Class Period, including all of the following claims for relief: (a) failure to pay all wages due, including minimum wages, straight time, overtime, and double wages (California Labor Code §§ 510, 1194, 1197, 1197.1, 1198) ; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof (California Labor Code §§ 226.7, 512, and the applicable Wage Order) ; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof (California Labor Code § 226.7 and the applicable Wage Order); (d) failure to pay all wages timely at the time of termination and/or during employment (California Labor Code §§ 201-204); (e) failure to provide timely, complete, accurate or properly formatted wage statements and employment records (California Labor Code §§ 226, 1174, 1174.5 et seq.); (f) failure to keep requisite payroll records (California Labor Code Labor Code §§ 1174, 1174.5); (g) failure to reimburse and indemnify business expenses (California Labor Code §§ 2800, 2802); (h) violation of California’s unfair competition law, including unfair business practices (California Business & Professions Code §§ 17200 et seq.), and that could have been premised on the same or similar claims, facts, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Complaints in the Action, or the Operative Complaint, as well as any claims that could have been pled based on the same or similar facts concerning the Plaintiff or the Settlement Class; (i) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief; and (j) any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged based on the same or similar facts concerning the Plaintiff or the Settlement Class; and (k) any and all other claims under California common law, the California Labor Code (excluding PAGA which are encompassed by the Released PAGA Claims), the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code based on the same or similar facts concerning the Plaintiff or the Settlement Class. The period of the Released Class Claims shall extend to the limits of the Class Period. The res judicata effect of the Final Judgment will be the same as that of the Released Class Claims. Defendant shall be entitled to a release of Released Class Claims which occurred during the Class Period only during such time that the Class Member was classified as hourly-paid or non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period.

“Released PAGA Claims” means any and all causes of action and factual or legal theories that were or are alleged in the Complaints in the Actions, and/or the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories of the Operative Complaint, and includes, without

limitation any PAGA letters sent to the LWDA by Plaintiff during or prior to the Actions, arising during the PAGA Period, for civil penalties pursuant to the PAGA for Defendant's alleged failure to: (a) pay all wages due, including minimum wages, straight time, overtime or double time, (b) provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) provide proper rest periods and to properly provide premium pay in lieu thereof; (d) pay all wages timely at the time of termination and/or during employment; (e) provide timely, complete, accurate, or properly formatted wage statements and employment records; (f) keep requisite payroll records; and (g) reimburse and indemnify business expenses. PAGA Employees may not opt out of or object to such a release of PAGA Claims.

"Released Parties" means Defendant, and any of its past, present and future direct or indirect (a) parents (including, without limitation, Inotiv, Inc.) , (b) subsidiaries, (c) predecessors (including, without limitation Envigo RMS, Inc.), (d) successors, and (e) affiliates, as well as each of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Effective upon final approval by the Court of the Settlement and Envigo making the Final Payment (as described in the Settlement Agreement), all Settlement Class Members and PAGA Employees shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released Class Claims and Released PAGA Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Somnath Rajon Chatterjee on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Department 16 of the Alameda Superior Court, Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, California 94612. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator's website at <<SETTLEMENT ADMINSTRATOR'S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Settlement Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net Settlement Amount and from the PAGA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Class Settlement.

If you do not wish to participate in or be bound by the Class Settlement, you must submit a written statement requesting to be excluded from the Settlement Class postmarked no later than [Response Deadline] (“Request for Exclusion”). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

If you request exclusion, you will not receive any money from the Net Settlement Amount related to the Class Settlement, nor will you be considered to have released your non-PAGA claims alleged in this Action.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

If you exclude yourself from the Class Settlement, you will still receive your share of the PAGA Settlement Amount and will still release your Released PAGA Claims.

C. Option Three: You May Object to the Settlement.

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement Class, you may object to the Class Settlement before final approval of the Settlement by the Court. If you choose to object to the Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the Class Settlement, or any portion of it, you must submit any such written objection postmarked no later than [Response Deadline]. Participating Class Members who wish to object to the Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement. Such objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Jacob Greenwell v. Envigo RMS, LLC Class Settlement
Atticus Administration, LLC
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Jacob Greenwell v. Envigo RMS, LLC* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR ENVIGO.**

EXHIBIT B

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Greenwell v. Envigo RMS, LLC
Alameda Superior Court,
Case No. RG21108069

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

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A settlement has been reached between the parties in a lawsuit pending in the Alameda Superior Court on behalf of a Class consisting of: (1) All current and former non-exempt employees of Envigo RMS, LLC (including any entities that merged with Envigo) within the State of California at any time during the period beginning June 25, 2017 through August 31, 2023 ("Class Period") ("Settlement Class Members"); and (2) all of Envigo's (including any entities that merged with Envigo) current and former employees and prospective applicants for employment in the United States who applied for a job with Envigo on whom a background check was performed during the period from June 25, 2016 through August 31, 2023 ("FCRA Class Period") ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members").

You have received this notice because Envigo RMS, LLC's ("Envigo") records indicate that you worked as an employee and/or applied for employment for whom a background check was performed during the FCRA Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the FCRA Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the Alameda Superior Court, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a FCRA Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On June 25, 2021, Plaintiff Jacob Greenwell, on behalf of himself, all others similarly situated, and other alleged aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a First Amended Complaint (the “Operative Complaint”) and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled “*Jacob Greenwell v. Envigo RMS, LLC*” Case No. RG21108069 (Alameda Superior Court) (the “Action”).

This Action alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) Violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). Envigo denies the allegations in the Action, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and Envigo entered into a Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Settlement Agreement”) that resolves the claims on behalf of the persons in the Class.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Atticus Administration, LLC as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Jacob Greenwell as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”).

Considering the risks, uncertainties, inconvenience, and expense associated with this Action, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Action on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of Envigo. The Court has not ruled on the merits of Plaintiff’s claims or Envigo’s defenses.

Envigo will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a FRCA Class Member, you need not take any action to receive an Individual FCRA Settlement Payment, but you have the opportunity to request exclusion from the FCRA Class Settlement (in which case you will not receive an Individual FCRA Settlement Payment) or object to the FCRA Class Settlement, , if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> and are also on file with the Office of the Clerk of the Alameda Superior Court, Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, California 94612. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Envigo's records identify you as a member of the FCRA Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Jacob Greenwell, who used to work as an employee at Envigo in California. The Class Representative is pursuing the Action on behalf of all of Envigo's current and former employees and prospective applicants for employment in the United States who applied for a job with Defendant on whom a background check was performed at any time during the FCRA Class Period. The Defendant is Envigo RMS, LLC

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendant

Steven A. Groode (SBN 210500)
James Payer (SBN 292158)
LITTLER MENDELSON P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067
Tel: (310) 553-0308 / Fax: (310) 553-5583

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$278,250.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$30,000.00, subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Envigo has agreed to pay **\$795,000.00** (the "Gross Settlement Amount") to resolve the Action, which amount will be fully

funded by Envigo and includes: (i) Net Settlement Amount (or payments to the Settlement Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$27,400.00**, to be approved by the Court; (iii) payment of attorneys' fees not to exceed **\$278,250.00** and reasonable litigation costs and expenses not to exceed **\$30,000.00** (together "Class Counsel Award"), each to be approved by the Court; (iv) **\$100,00.00** allocated to PAGA penalties ("PAGA Settlement Amount"), of which 75% or \$75,000.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$25,000.00 will be distributed to PAGA Employees, to be approved by the Court; (v) enhancement award to the Class Representative in an amount not to exceed **\$10,000.00** ("Class Representative Enhancement Award"), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$100,000.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net Settlement Amount (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Enhancement Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net Settlement Amount is estimated to be approximately **\$249,350.00**.

Envigo will pay money into an account administered by the Settlement Administrator on a quarterly basis beginning after the settlement becomes final. Envigo will have a total of one year from <<DATE>>>, to meet its payment obligations.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> and has also been filed with the Clerk of the Court.

Individual FCRA Settlement Payment to Settlement FCRA Class Members

Each member of the FCRA Class who does not opt out of the FCRA Class Settlement as described in Section XI below (Participating FCRA Class Member") will receive an Individual FCRA Settlement Payment. Individual FCRA Settlement Payments will be issued on an equal *pro rata* basis of the FCRA Settlement Amount, or \$100,000.00

Under the terms of the Settlement, your Individual FCRA Settlement Payment is estimated to be \$[REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual FCRA Settlement Payment reflected in this Notice is only an estimate. Your actual Individual FCRA Settlement Payment may be higher or lower.

The Individual FCRA Settlement Payment shall be issued within one week of Envigo making its second quarterly settlement payment.

Once the settlement checks are mailed, Participating FCRA Class Members will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

“Released FCRA Class Claims” means any and all causes of action and factual or legal theories that were or are alleged in the Complaint in the Action, and/or the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the FCRA Class Period, relating to background checks including but not limited to claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq., and similar state laws, including the Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 et seq., the Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 et seq., California Business & Professions Code §§ 17200 et seq., and similar claims under other state laws, including all damages, punitive damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief. As to all other FCRA claims, past or present, the Participating FCRA Class Members also waive and release their rights to be a class representative in a class action as of the Effective Date of this Settlement. The period of the Released FCRA Class Claims shall extend to the limits of the FCRA Class Period. The res judicata effect of the Final Judgment will be the same as that of the Released FCRA Class Claims. Defendant shall be entitled to a release of Released FCRA Class Claims, which occurred during the FCRA Class Period.

“Released Parties” means Defendant, and any of its past, present and future direct or indirect (a) parents (including, without limitation, Inotiv, Inc.) , (b) subsidiaries, (c) predecessors (including, without limitation Envigo RMS, Inc.), (d) successors, and (e) affiliates, as well as each of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Effective upon final approval by the Court of the Settlement and Envigo making the Final Payment (as described in the Settlement Agreement), all Settlement FCRA Class Members shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released FCRA Class Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Somnath Rajon Chatterjee on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Department 16 of the Alameda Superior Court, Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, California 94612. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally

approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual FCRA Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the FCRA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the FCRA Class Settlement, you must submit a written statement requesting to be excluded from the FCRA Class postmarked no later than [Response Deadline] ("Request for Exclusion"). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the FCRA Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

If you request exclusion, you will not receive any money from the FCRA Settlement Amount, nor will you be considered to have released your claims alleged in this Action.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

C. Option Three: You May Object to the Settlement.

If you are a Class Member, and you do not exclude yourself from the FCRA Class, you may object to the FCRA Class Settlement before final approval of the Settlement by the Court. If you choose to object to the FCRA Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the FCRA Class Settlement, or any portion of it, you must submit any such written objection postmarked no later than [Response Deadline]. Settlement FCRA Class Members who wish to object to the Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement. Such objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support

for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Jacob Greenwell v. Envigo RMS, LLC Class Settlement
Atticus Administration, LLC
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Jacob Greenwell v. Envigo RMS, LLC* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR ENVIGO.**

EXHIBIT C

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Greenwell v. Envigo RMS, LLC
Alameda Superior Court,
Case No. RG21108069

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

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A settlement has been reached between the parties in a lawsuit pending in the Alameda Superior Court on behalf of a Class consisting of: (1) All current and former non-exempt employees of Envigo RMS, LLC (including any entities that merged with Envigo) within the State of California at any time during the period beginning June 25, 2017 through August 31, 2023 ("Class Period") ("Settlement Class Members"); and (2) all of Envigo's (including any entities that merged with Envigo) current and former employees and prospective applicants for employment in the United States who applied for a job with Envigo on whom a background check was performed during the period from June 25, 2016 through August 31, 2023 ("FCRA Class Period") ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members").

You have received this notice because Envigo RMS, LLC's ("Envigo") records indicate that you worked as an employee in an hourly-paid or non-exempt position in California during the Class Period, and worked or applied for employment for whom a background check was performed during the FCRA Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the Class Settlement and/or FCRA Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the Alameda Superior Court, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On June 25, 2021, Plaintiff Jacob Greenwell, on behalf of himself, all others similarly situated, and other aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a First Amended Complaint (the “Operative Complaint”) and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled “*Jacob Greenwell v. Envigo RMS, LLC*” Case No. RG21108069 (Alameda Superior Court) (the “Action”).

This Action alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) Violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). Envigo denies the allegations in the Action, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and Envigo entered into a Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Settlement Agreement”) that resolves the claims on behalf of the persons in the Class.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Atticus Administration, LLC as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Jacob Greenwell as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”).

Considering the risks, uncertainties, inconvenience, and expense associated with this Action, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Action on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of Envigo. The Court has not ruled on the merits of Plaintiff’s claims or Envigo’s defenses.

Envigo will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment and/or Individual FCRA Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement and/or FCRA Class Settlement (in which case you will not receive an Individual Settlement Payment and/or Individual FCRA Settlement Payment), object to the Class Settlement and/or FCRA Class Settlement, and/or dispute the workweeks credited to you, if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> and are also on file with the Office of the Clerk of the Alameda Superior Court, Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, California 94612. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Envigo's records identify you as a member of the Settlement Class and the FCRA Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Jacob Greenwell, who used to work as an employee at Envigo in California. The Class Representative is pursuing the Action on behalf of all other similarly situated current and former hourly -paid or non-exempt employees who worked at Envigo in California during the Class Period, and all of Envigo's current and former employees and prospective applicants for employment in the United States who applied for a job with Defendant on whom a background check was performed at any time during the FCRA Class Period. The Defendant is Envigo RMS, LLC

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendant

Steven A. Groode (SBN 210500)
James Payer (SBN 292158)
LITTLER MENDELSON P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067
Tel: (310) 553-0308 / Fax: (310) 553-5583

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$278,250.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$30,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Envigo has agreed to pay **\$795,000.00** (the “Gross Settlement Amount”) to resolve the Action, which amount will be fully funded by Envigo and includes: (i) Net Settlement Amount (or payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$27,400.00**, to be approved by the Court; (iii) payment of attorneys’ fees not to exceed **\$278,250.00** and reasonable litigation costs and expenses not to exceed **\$30,000.00** (together “Class Counsel Award”), each to be approved by the Court; (iv) **\$100,00.00** allocated to PAGA penalties (“PAGA Settlement Amount”), of which 75% or \$75,000.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$25,000.00 will be distributed to PAGA Employees, to be approved by the Court; (v) service payment to the Class Representative in an amount not to exceed **\$10,000.00** (“Class Representative Service Award”), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$100,000.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net Settlement Amount (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Service Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net Settlement Amount is estimated to be approximately **\$249,350.00**.

Envigo will pay money into an account administered by the Settlement Administrator on a quarterly basis beginning after the settlement becomes final. Envigo will have a total of one year from **<<DATE>>>**, to meet its payment obligations.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator’s website at **<<SETTLEMENT ADMINISTRATOR’S WEBSITE>>** and has also been filed with the Clerk of the Court.

Individual Settlement Payment to Participating Settlement Class Members:

Each member of the Settlement Class who does not opt out of the Class Settlement as described in Section XI below (“Participating Settlement Class Member”) will receive an Individual Settlement Payment from the Net Settlement Amount. **Your Individual Settlement Payment will depend upon the number of workweeks you worked at Envigo during the Class Period. The average Individual Settlement Payment is anticipated to be \$ _____. This is just an estimate of the average payment to Settlement Class Members.** Your payment could be higher or lower depending on various factors including the number of Settlement Class Members who choose to opt out and the number of workweeks you worked at Envigo.

Each member of the Settlement Class will receive their Individual Settlement Payments in two equal installments, the first of which will be issued within a week of Envigo making its second quarterly settlement payment and the second of which will be issued within a week of Envigo making its third quarterly settlement payment.

The calculation of Individual Settlement Payments is based on data provided by Envigo. Envigo's records will be determinative with respect to the number of workweeks Settlement Class Members worked.

Individual PAGA Settlement Payment to PAGA Employees:

Twenty-five percent (25%) of the PAGA Settlement Amount or \$25,000.00 (the "PAGA Employee Amount") will be distributed to all persons who were employed by Envigo (including any entities that merged with Envigo) in California as hourly paid or non-exempt employees at any time during the period October 7, 2019 through August 31, 2023 ("PAGA Period") on a pro rata basis based on the total number of pay periods worked by each current and former hourly-paid or non-exempt employee of Envigo in California during the PAGA Period ("PAGA Employee").

The Individual PAGA Settlement Payment shall be issued within one week of Envigo making its first quarterly settlement payment.

Individual FCRA Settlement Payment to Settlement FCRA Class Members

Each member of the FCRA Class who does not opt out of the FCRA Class Settlement as described in Section XI below ("Participating FCRA Class Member") will receive an Individual FCRA Settlement Payment. Individual FCRA Settlement Payments will be issued on an equal *pro rata* basis of the FCRA Settlement Amount, or \$100,000.00.

The Individual FCRA Settlement Payment shall be issued within one week of Envigo making its second quarterly settlement payment.

Your Workweeks Based on Envigo's Records:

According to Envigo's records:

From June 25, 2017 through August 31, 2023 (i.e., Class Period), you were employed by Envigo as an hourly-paid or non-exempt employee in California for [REDACTED] Compensable Workweeks.

From October 7, 2019 through August 31, 2023 (i.e., PAGA Period), you were employed by Envigo as an hourly-paid or non-exempt employee in California for [REDACTED] Compensable Pay Periods.

If you wish to dispute the workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Workweeks credited to you, and what you contend is the correct number to be credited to you; (4) attach any documentation that you have to support the dispute; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [insert Response Deadline].

Your Estimated Individual Settlement Payment, Estimated Individual FCRA Settlement Payment,

and Individual PAGA Settlement Payment:

Payments will be made to Participating Settlement Class Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Compensable Workweeks worked by each Participating Settlement Class Member during the Class Period, and payments will be made to PAGA Employees based on the number of Compensable Pay Periods worked by each PAGA Employee during the PAGA Period. Payments will be made to Settlement FCRA Class Members based on an equal *pro rata* portion of the FCRA Settlement Amount.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Settlement Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual FCRA Settlement Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual Settlement Payment, Individual FCRA Settlement Payment, Individual PAGA Settlement Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual Settlement Payment, Individual FCRA Settlement Payment, Individual PAGA Settlement Payment (if applicable) may be higher or lower.

Once the settlement checks are mailed, Participating Settlement Class Members, Participating FCRA Class Members, and PAGA Employees will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

"Released Class Claims" means any and all causes of action and factual or legal theories that were or are alleged in the Complaints in the Action, as well as the Operative Complaint, or reasonably could have been alleged based on the same or similar facts, allegations and/or legal theories contained in the Action and Complaints, arising during the Class Period, including all of the following claims for relief: (a) failure to pay all wages due, including minimum wages, straight time, overtime, and double wages (California Labor Code §§ 510, 1194, 1197, 1197.1, 1198); (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof (California Labor Code §§ 226.7, 512, and the applicable Wage Order); (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof (California Labor Code § 226.7 and the applicable Wage Order); (d) failure to pay all wages timely at the

time of termination and/or during employment (California Labor Code §§ 201-204); (e) failure to provide timely, complete, accurate or properly formatted wage statements and employment records (California Labor Code §§ 226, 1174, 1174.5 et seq.); (f) failure to keep requisite payroll records (California Labor Code §§ 1174, 1174.5); (g) failure to reimburse and indemnify business expenses (California Labor Code §§ 2800, 2802); (h) violation of California's unfair competition law, including unfair business practices (California Business & Professions Code §§ 17200 et seq.), and that could have been premised on the same or similar claims, facts, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Complaints in the Action, or the Operative Complaint, as well as any claims that could have been pled based on the same or similar facts concerning the Plaintiff or the Settlement Class; (i) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief; and (j) any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged based on the same or similar facts concerning the Plaintiff or the Settlement Class; and (k) any and all other claims under California common law, the California Labor Code (excluding PAGA which are encompassed by the Released PAGA Claims), the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code based on the same or similar facts concerning the Plaintiff or the Settlement Class. The period of the Released Class Claims shall extend to the limits of the Class Period. The res judicata effect of the Final Judgment will be the same as that of the Released Class Claims. Defendant shall be entitled to a release of Released Class Claims which occurred during the Class Period only during such time that the Class Member was classified as hourly-paid or non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

"Released FCRA Class Claims" means any and all causes of action and factual or legal theories that were or are alleged in the Complaint in the Action, and/or the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the FCRA Class Period, relating to background checks including but not limited to claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq., and similar state laws, including the Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 et seq., the Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 et seq., California Business & Professions Code §§ 17200 et seq., and similar claims under other state laws, including all damages, punitive damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief. As to all other FCRA claims, past or present, the Participating FCRA Class Members also waive and release their rights to be a class representative in a class action as of the Effective Date of this Settlement. The period of the Released FCRA Class Claims shall extend to the limits of the FCRA Class Period. The res judicata effect of the Final Judgment will be the same as that of the Released FCRA Class Claims. Defendant shall be entitled to a release of Released FCRA Class Claims, which occurred during the FCRA Class Period.

"Released PAGA Claims" means any and all causes of action and factual or legal theories that were or are alleged in the Complaints in the Actions, and/or the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories of the Operative Complaint, and includes, without limitation any PAGA letters sent to the LWDA by Plaintiff during or prior to the Actions, arising during the PAGA Period, for civil penalties pursuant to the PAGA for Defendant's alleged failure to: (a) pay all wages due, including minimum wages, straight time, overtime or double time, (b) provide proper meal

periods, and to properly provide premium pay in lieu thereof; (c) provide proper rest periods and to properly provide premium pay in lieu thereof; (d) pay all wages timely at the time of termination and/or during employment; (e) provide timely, complete, accurate, or properly formatted wage statements and employment records; (f) keep requisite payroll records; and (g) reimburse and indemnify business expenses. PAGA Employees may not opt out of or object to such a release of PAGA Claims.

“Released Parties” means Defendant, and any of its past, present and future direct or indirect (a) parents (including, without limitation, Inotiv, Inc.) , (b) subsidiaries, (c) predecessors (including, without limitation Envigo RMS, Inc.), (d) successors, and (e) affiliates, as well as each of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Effective upon final approval by the Court of the Settlement and Envigo making the Final Payment (as described in the Settlement Agreement), all Participating Settlement Class Members, Participating FCRA Class Members, and PAGA Employees shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released Class Claims, Released FCRA Class Claims, and Released PAGA Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Somnath Rajon Chatterjee on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Department 16 of the Alameda Superior Court, Rene C. Davidson Courthouse, 1225 Fallon Street Oakland, California 94612. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator’s website at <<SETTLEMENT ADMINSTRATOR’S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual Settlement Payment and/or Individual FCRA Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net Settlement Amount, the FCRA Settlement Amount, and/or the PAGA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the Class Settlement and/or FCRA Class Settlement, you must submit a written statement requesting to be excluded from the Settlement Class and/or FCRA Class postmarked no later than [Response Deadline] (“Request for Exclusion”). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the California Class Settlement and/or FCRA Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

If you request exclusion, you will not receive any money from the Net Settlement Amount and/or FCRA Settlement Amount, nor will you be considered to have released your claims alleged in this Action.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

If you exclude yourself from the Class Settlement and/or FCRA Class Settlement, you will still receive your share of the PAGA Settlement and will still release your Released PAGA Claims.

C. Option Three: You May Object to the Settlement.

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement Class, you may object to the Class Settlement, and if you are a FCRA Class Member, and you do not exclude yourself from the FCRA Class, you may object to the FCRA Class Settlement before final approval of the Settlement by the Court. If you choose to object to the Class Settlement and/or FCRA Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the Class Settlement and/or FCRA Class Settlement, or any portion of it, you must submit any such written objection postmarked no later than [Response Deadline]. Participating Settlement Class Members and/or Participating FCRA Class Members who wish to object to the Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement. Such objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Jacob Greenwell v. Envigo RMS, LLC Class Settlement
Atticus Administration, LLC
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Jacob Greenwell v. Envigo RMS, LLC* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR ENVIGO.**