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Attorneys for Plaintiff JAVIER MARIN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

THERESA BENDORF, JAVIER MARIN, and
KRISTY PRATHER, on behalf of themselves
and others similarly situated, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

v.

SEA WORLD LLC, a Delaware limited liability
company doing business as SEAWORLD SAN
DIEGO or AQUATICA SAN DIEGO;
SEAWORLD PARKS & ENTERTAINMENT,
INC., a Delaware corporation; and DOES 1
through 25, inclusive,

Defendants.

Lead Case No. 37-2021-00034922-CU-OE-CTL

Other Included Actions:

Case No. 37-2021-00036521-CU-OE-CTL
Case No. 37-2021-00049040-CU-OE-CTL
Case No. 37-2021-00047859-CU-OE-CTL
Case No. 37-2022-00001083-CU-OE-CTL

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF WILLIAM ARGUETA
WITH RESPECT TO SETTLEMENT
ADMINISTRATION AND CLASS NOTICE**

Date: September 13, 2024
Time: 1:30 P.M.
Department: C-69
Judge: Hon. Katherine A. Bacal

1 I, William Argueta, declare as follows:

2 1. I am a Case Manager for CPT Group, Inc. ("CPT"), the Court-approved class action
3 Settlement Administrator for *Theresa Bendorf, et al. v. Sea World LLC, et al.* I have personal knowledge
4 of the facts set forth in this declaration and, if called upon to testify, I could and would testify
5 competently to such facts.

6 2. CPT has extensive experience in providing notice of class actions and administering class
7 action settlements. In the past 30 plus years, we have provided notification and/or settlement
8 administration services in over one thousand class action cases. CPT was selected by both parties and
9 appointed by the Court to provide notice of the class action settlement to class members in this action. In
10 this capacity, CPT was charged with administering the settlement terms and conditions detailed herein,
11 included but not limited to:

12 a. translating into Spanish, preparing, printing and mailing the Notice of Class
13 Action Settlement and Hearing Date for Final Court Approval (herein referred to as "Class Notice");

14 b. processing undeliverable Class Notices and locating updated addresses for Class
15 Members;

16 c. establishing and maintaining a toll-free case hotline where Class Members can
17 speak to case representatives regarding case specific questions;

18 d. receiving inquiries and other communications about the settlement;

19 e. establishing and maintaining a case email address where Class Members can
20 email with case representatives regarding case specific questions;

21 f. establishing a case specific static website with key dates and documents;

22 g. responding to Class Members' inquiries about the Class Notice, and processing
23 Disputes, Requests for Exclusion, and Objections;

24 h. providing Class Counsel and Defense Counsel a declaration attesting to the
25 completion of the notice process, in addition to weekly updates during the response period;

26 i. establishing and administering a qualified settlement fund to disburse all
27 settlement payments;

28 j. calculating Individual Class Payments for each Class Member;

1 k. calculating Individual PAGA Payments for each Aggrieved Employee;
2 l. issuing and distributing the Class Counsel Fees Payment, Class Counsel
3 Litigation Expenses Payment, the Class Representatives' service payments, the PAGA Penalties to the
4 LWDA and Aggrieved Employees, and the Individual Class Payments to Class Members; and
5 m. completing any associated tax withholding and reporting to the State and Federal
6 tax authorities.

7 3. CPT received the Court-approved text for the Class Notice from Counsel on June 14,
8 2024.

9 4. CPT prepared a draft of the Class Notice for mailing to the Class Members consisting of
10 a 8-page English and 8-page Spanish Notice of Class Action Settlement. CPT received approval from
11 the Parties and a sufficient number of Class Notice were printed according to the anticipated class size.
12 Attached hereto as **Exhibit A** is a true and correct copy of the Class Notice.

13 5. On June 27, 2024, CPT received a data file from Defendants containing each Class
14 Member's name, last known address, Social Security number, number of Pay Periods in the Class
15 Period, and number of PAGA Pay Periods in the PAGA Period, and whether the Class Member is a
16 member of the Failure to Recall Class and/or Wage and Hour Class. The mailing list contained 9,566
17 Class Members.

18 6. On July 10, 2024, CPT conducted a National Change of Address (NCOA) search in an
19 attempt to update the class list of addresses as accurately as possible. A search of this database provides
20 updated addresses for any individual who has moved in the previous four years and notified the U.S.
21 Postal Service of their change of address.

22 7. The Class Notices were enclosed in envelopes with the names and known addresses
23 printed on them.

24 8. On July 11, 2024, the Class Notices were mailed via U.S. First-Class mail to all Class
25 Members. The deadline to submit disputes, requests for exclusion or objections was August 26, 2024.

26 9. As of the date of this declaration, six hundred and ninety-two (692) Class Notices have
27 been returned to CPT by the U.S. Postal Service as undeliverable, forty-seven (47) of which had a
28 forwarding address. For the Class Notices returned from the post office without a forwarding address,

CPT attempted to locate a current mailing address using Accurint, one of the most comprehensive address databases available for skip tracing. Accurint utilizes hundreds of different databases supplied by credit supporting agencies, public records, and a variety of other national databases.

10. As a result of a forwarding address, and skip trace efforts, a total of five hundred and twenty-three (523) Class Notices were re-mailed to Class Members. As of the date of this declaration, one hundred seventy-four (174) Class Notices remain undeliverable with no forwarding address and where no new address could be found through skip trace.

11. On July 17, 2024, Class Counsel alerted CPT that thirty-six (36) individuals were inadvertently included in the Failure to Recall Class and should be excluded from the Failure to Recall Class only. After excluding these individuals from the Failure to Recall Class, thirty-one (31) individuals were removed from the class list altogether due to having zero work weeks, bringing the class size to 9,535.

12. As of the date of this declaration, CPT has not received any disputes.

13. As of the date of this declaration, CPT has not received any written objections to the Settlement.

14. As of the date of this declaration, CPT has received nine (9) written requests for exclusion.

15. Since it has not received minimal written requests for exclusion from the settlement, CPT will report that a total of 9,526 Class Members will be issued an Individual Class Payment, which represents a 99.90% participation rate.

16. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to calculate the settlement payment amount for each Participating Class Member. The Net Settlement Amount is calculated as set forth below:

Gross Settlement Amount	\$3,500,000.00
Less Class Counsel Fees Payment (Requested)	-\$1,166,666.67
Less Class Counsel Litigation Expenses Payment (Requested)	-\$22,069.56
Less Service Awards to Class Representatives (Requested)	-\$22,500.00
Less PAGA Penalties to the LWDA	-\$75,000.00

Less PAGA Penalties to Aggrieved Employees	-\$25,000.00
<u>Less Administration Expenses Payment</u>	<u>-\$50,000.00</u>
Remaining Net Settlement Amount	\$2,138,763.77

17. Prior to the deduction of employee-side state and federal taxes, the average settlement payment is estimated to be \$224.52. The highest settlement payment is estimated to be \$915.87, and the lowest estimated payment is \$6.52.

18. The estimated average PAGA payment to each Aggrieved Employee is \$3.08. The highest estimated PAGA payment is \$10.93. The lowest estimated PAGA payment is \$0.27.

19. CPT will charge a total of \$50,000.00 in costs associated with the administration of the settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement. Attached hereto as **Exhibit B** is CPT's invoice for this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed this 21st day of August 2024, at Irvine, California.

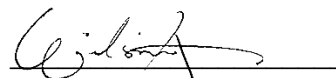

William Argueta

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Theresa Bendorf, et al. v. Sea World LLC, et al.
San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL

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

You may be eligible to receive money from a proposed class action lawsuit against Sea World LLC and SeaWorld Parks & Entertainment, Inc. (collectively, "SeaWorld") entitled *Theresa Bendorf, et al. v. SeaWorld LLC, et al.*, San Diego Superior Court Case No. 37-2021-0034922-CU-OE-CTL (the "Action"). The Action was filed by former SeaWorld employees Theresa Bendorf, Kristy Prather, and Javier Marin (collectively, "Plaintiffs") and seeks payment of alleged (1) unpaid minimum wages, straight time wages, overtime wages, vested vacation wages, meal and rest premium pay, penalties, and interest on behalf of all current and former non-exempt employees of SeaWorld in California from May 25, 2021 through December 15, 2022 (the "Wage and Hour Class Members"), and all current and former employees of SeaWorld in California from November 18, 2019 through December 15, 2022 who were temporarily or permanently furloughed in connection with the COVID-19 pandemic and who SeaWorld allegedly failed to recall or reinstate to their prior employment status, except those individuals who previously entered into release agreements with SeaWorld (the "Failure to Recall Class Members") (collectively, "Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees of SeaWorld in California from May 25, 2021 through December 15, 2022 (the "Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring SeaWorld to fund Individual Class Payments to Wage and Hour Class Members and Failure to Recall Class Members, and (2) a PAGA Settlement requiring SeaWorld to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on SeaWorld's records, and the Parties' current assumptions, **your Individual Wage and Hour Class Payment is estimated to be «EstWageHourAmnt» (less withholding); your Individual Failure to Recall Class Payment is estimated to be «EstFTRAMnt» (less withholding); and your Individual PAGA Payment is estimated to be «EstPAGAAmnt».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual Failure to Recall Class Payment or Individual PAGA Payment, then according to SeaWorld's records you are not eligible for an Individual Failure to Recall Class Payment or Individual PAGA Payment under the Settlement because you are not a member of the Failure to Recall Class or didn't work during the PAGA Period.)

The above estimates are based on SeaWorld's records showing that **you worked «WageHourPayPeriods» Pay Periods** during the Wage and Hour Covered Period from May 25, 2021 through December 15, 2022, **you worked «PAGAPayPeriods» PAGA Pay Periods** during the PAGA Period from May 25, 2021 through December 15, 2022, and you «Are_AreNot» a Failure to Recall Class Member during the Failure to Recall Class Covered Period from November 18, 2019 through December 15, 2022. If you believe that you worked more Pay Periods and/or PAGA Pay Periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

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

to assert the Released Wage and Hour Class Claims, Released Failure to Recall Class Claims, and the Released PAGA Claims against SeaWorld. (See Section 3 of this Notice and Paragraphs 5.2-5.6 of the Settlement Agreement)

(2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment (either an Individual Wage and Hour Class Payment or Individual Failure to Recall Class Payment). You will, however, preserve your right to personally pursue Class Period wage claims and recall claims against SeaWorld, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims and recall claims against SeaWorld that are covered by this Settlement. See Section 3 of this Notice.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is August 26, 2024	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. SeaWorld must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by August 26, 2024	Participating Class Members can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the September 13, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on September 13, 2024. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods/PAGA Pay Periods Written Challenges Must be Submitted by August 26, 2024	The amount of your Individual Wage and Hour Class Payment and Individual PAGA Payment (if any) depend on how many Pay Periods you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Pay Periods and number of PAGA Pay Periods you worked according to SeaWorld's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by August 26, 2024. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former SeaWorld employees. The Action accuses SeaWorld of violating California labor laws by failing to pay minimum wages, straight time wages, overtime wages, and vested vacation wages; failing to provide meal and rest periods and to provide premium pay at the regular rate of pay in lieu thereof; failing to pay all wages timely at the time of furlough, separation, or termination, and during employment; and failing to provide complete, accurate and properly formatted wage

statements. Based on the same claims, Plaintiffs have also asserted a claim for unfair competition and business practices under Cal. Bus. & Prof. Code § 17200, et seq. and for civil penalties under PAGA.

Plaintiffs also accuse SeaWorld of breach of written contract, breach of the implied covenant of good faith and fair dealing, wrongful termination in violation of public policy, wrongful failure to hire in violation of public policy, constructive discharge in violation of public policy, and violation of section 311.0101 et seq. of the San Diego Municipal Code for SeaWorld's alleged failure to recall or reinstate individuals who were temporarily or permanently furloughed in connection with the COVID-19 pandemic and who SeaWorld subsequently failed to recall or reinstate to their prior employment status.

Plaintiffs are represented by the following attorneys in the Action (i.e., Class Counsel): Jonathan M. Genish and Miriam L. Schimmel of Blackstone Law, APC; Larry W. Lee of Diversity Law Group; James R. Hawkins of James Hawkins APLC; Christina M. Lucio and Malte L. L. Farnaes of Farnaes & Lucio, APC; William L. Marder of Polaris Law Group; and Edward W. Choi of the Law Offices of Choi & Associates.

SeaWorld strongly denies violating any laws, failing to recall or reinstate any employees, or failing to pay any wages and contends it complied with all applicable laws.

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

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

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

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

1. SeaWorld Will Pay \$3.5 Million as the Gross Settlement Amount ("Gross Settlement Amount").

SeaWorld has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments (including Individual Wage and Hour Class Payments and Individual Failure to Recall Class Payments), Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and litigation expenses, the Administrator's expenses, and penalties to be paid to the LWDA.

The Gross Settlement Amount includes the Wage and Hour Class Settlement Amount of \$1,000,000 and the Failure to Recall Class Settlement Amount of \$2,500,000.

Assuming the Court grants Final Approval, SeaWorld will fund the Gross Settlement Amount not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters the Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount.

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

A. Up to \$1,166,666.67 (1/3 of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses in the Action without payment.

B. Up to \$7,500 to Plaintiff Bendorf, \$5,000 to Plaintiff Prather, and \$10,000 to Plaintiff Marin as Class Representative Service Payments for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

C. Up to \$52,000 to the Administrator for services administering the Settlement.

D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA and 25% to the Aggrieved Employees.

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Wage and Hour Class Payments equal to 28.571% of the Net Settlement Amount (approximately \$606,800.42) ("Wage and Hour Net Settlement Amount") to Participating Wage and Hour Class Members and Individual Failure to Recall Class Payments equal to 71.429% of the Net Settlement Amount (approximately \$1,517,032.91) ("Failure to Recall Net Settlement Amount") to Participating Failure to Recall Class Members.

4. Taxes Owed on Payments to Participating Class Members. Plaintiffs and SeaWorld are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. SeaWorld will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and SeaWorld have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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

7. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, process Requests for Exclusion, challenges over Pay Periods and/or PAGA Pay Periods, and written objections, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

8. Participating Class Members' Release. After the Judgment is final and SeaWorld has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the Class claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against SeaWorld or the Released Parties for wages based on the Class Period facts, as alleged in the Action and resolved by the Settlement.

The Participating Wage and Hour Class Members will be bound by the following release:

All causes of action and factual or legal theories that were alleged in the Operative Complaint in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, including all of the following claims for relief: (a) failure to pay all wages due, including minimum wages, straight

time, and overtime wages; (b) failure to provide proper meal periods and to properly provide premium pay at the regular rate in lieu thereof; (c) failure to provide proper rest periods and to properly provide premium pay at the regular rate in lieu thereof; (d) failure to pay all wages timely at the time of furlough, separation, or termination, and/or during employment; (e) failure to provide complete, accurate, and/or properly formatted wage statements; (f) failure to pay vested vacation wages; (g) unfair competition and business practices (in violation of Cal. Bus. & Prof. Code Sec. 17200, et seq.) that are and/or could have been premised on the claims, 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 Operative Complaint in the Action; and (h) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief (collectively, the “Released Wage and Hour Class Claims”). The period of the release shall extend to the limits of the Wage and Hour Class Covered Period from May 25, 2021 through December 15, 2022. The res judicata effect of the Judgment will be the same as that of the release.

The Participating Failure to Recall Class Members will be bound by the following release:

All causes of action and factual or legal theories that were alleged in the Operative Complaint in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, including all of the following claims for relief in connection with any Covid-19-related furlough, lay-off, termination, or separation from employment: (a) breach of written contract; (b) breach of the implied covenant of good faith and fair dealing; (c) violation of section 311.0101 et seq. of the San Diego Municipal Code; (d) wrongful termination in violation of public policy; (e) wrongful failure to hire in violation of public policy; (f) constructive discharge in violation of public policy; (g) unfair competition and business practices (in violation of Cal. Bus. & Prof. Code Sec. 17200, et seq.) that are and/or could have been premised on the claims, 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 Operative Complaint in the Action; and (h) 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 (collectively, the “Released Failure to Recall Class Claims”). The period of the release shall extend to the limits of the Failure to Recall Class Covered Period from November 18, 2019 through December 15, 2022. The res judicata effect of the Judgment will be the same as that of the release.

9. Aggrieved Employees’ PAGA Release. After the Judgment is final and SeaWorld has fully funded the Gross Settlement and separately paid all employer payroll taxes, Aggrieved Employees will be legally barred from asserting PAGA claims against SeaWorld, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against SeaWorld or the Released Parties based on the PAGA Period facts, as alleged in the Action and resolved by the Settlement.

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices during the PAGA Period from May 25, 2021 through December 15, 2022.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Wage and Hour Class Payments. The Administrator will calculate Individual Wage and Hour Class Payments by (a) dividing the Wage and Hour Net Settlement Amount by the total number of Pay Periods worked by all Participating Wage and Hour Class Members during the Wage and Hour Class Covered Period and (b) multiplying the result by each Participating Wage and Hour Class Member’s Pay Periods.

2. Individual Failure to Recall Class Payments. The Administrator will calculate Individual Failure to Recall Class Payments by dividing the Failure to Recall Net Settlement Amount by the number of Participating Failure to Recall Class Members.

3. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

4. **Pay Period/PAGA Pay Period Challenges.** The number of Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in SeaWorld's records, are stated in the first page of this Notice. You have until August 26, 2024 to challenge the number of Pay Periods and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept SeaWorld's calculation of Pay Periods and/or PAGA Pay Periods based on SeaWorld's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and SeaWorld's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Theresa Bendorf, et al. v. SeaWorld, LLC, et al.*, and include your identifying information (full name, address, email address or telephone number, and last four digits of social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by August 26, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and SeaWorld are asking the Court to approve. At least 16 court days before the September 13, 2024 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for attorneys' fees, litigation expenses, and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.cptgroupcaseinfo.com/SeaWorldSettlement or the Court's website <https://www.roa.sdcourt.ca.gov/roa>.

A Participating Class Member who disagrees with any aspect of the Class Settlement, the Motion for Final Approval, and/or Motion for attorneys' fees, litigation expenses, and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is August 26, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Theresa Bendorf, et al. v. SeaWorld, LLC, et al.* and include your name, current address, email address or telephone number, and last four digits of social security number for verification purposes, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on September 13, 2024 at 1:30 p.m. in Department C-69 of the San Diego Superior Court, located at 330 West Broadway, San Diego, CA 92101. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Microsoft Teams (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.cptgroupcaseinfo.com/SeaWorldSettlement beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything SeaWorld and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at www.cptgroupcaseinfo.com/SeaWorldSettlement. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.roa.sdcourt.ca.gov/roa> and entering the Case Number for the Action, Case No. 37-2021-00034922.

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

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ADMINISTRATOR

Bendorf v. Sea World, LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Telephone: 1-(888) 544-3319
Fax: (949) 419-3446
Email: SeaWorldSettlement@cptgroup.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

AVISO APROBADO POR LA CORTE DEL ACUERDO DE LA DEMANDA COLECTIVA Y LA FECHA DE LA AUDIENCIA PARA LA APROBACIÓN FINAL DE LA CORTE

Theresa Bendorf, et al. v. Sea World LLC, et al.
Caso Número 37-2021-00034922-CU-OE-CTL de la Corte Superior de San Diego

La Corte Superior para el Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!
No es correo basura, spam, publicidad o solicitud de un abogado. Usted no está siendo demandado.

Usted puede ser elegible para recibir dinero de una demanda colectiva propuesta en contra de SeaWorld LLC y SeaWorld Parks & Entertainment, Inc. (colectivamente, “SeaWorld”) titulada *Theresa Bendorf, et al. v. SeaWorld LLC, et al.*, Caso Número 37-2021-0034922-CU-OE-CTL de la Corte Superior del Condado de San Diego (la “Demanda”). La Demanda fue presentada por los empleados anteriores de SeaWorld Theresa Bendorf, Kristy Prather y Javier Marin (colectivamente, los “Demandantes”) y solicita el pago de los supuestos (1) salarios mínimos, salarios del tiempo regular, salarios de las horas extras, salarios por vacaciones adquiridas, el pago de las primas de los períodos de comida y de descanso, sanciones e intereses no pagados en nombre de todos los empleados no exentos actuales y anteriores de SeaWorld en California desde el 25 de mayo del 2021 hasta el 15 de diciembre del 2022 (los “Miembros de la Clase de Salarios y Horarios”), y todos los empleados actuales y anteriores de SeaWorld en California desde el 18 de noviembre del 2019 hasta el 15 de diciembre del 2022 que fueron suspendidos de manera temporal o permanente en relación con la pandemia de COVID-19 y que SeaWorld supuestamente no volvió a llamar o reincorporar su estado de empleo anterior, excepto aquellas personas que previamente firmaron acuerdos de liberación con SeaWorld (los “Miembros de la Clase No Llamada”) (“Failure to Recall Class Members”) (colectivamente, los “Miembros de la Clase”); y (2) sanciones conforme a la Ley General de Abogados Privados de California (“PAGA”) para todos los empleados no exentos, actuales y anteriores, de SeaWorld en California desde el 25 de mayo del 2021 hasta el 15 de diciembre del 2022 (los “Empleados Agraviados”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de la Clase que requiere que SeaWorld financie los Pagos Individuales de la Clase a los Miembros de la Clase de Salarios y Horarios y a los Miembros de la Clase No Llamada, y (2) un Acuerdo de PAGA que requiere que SeaWorld financie los Pagos Individuales de PAGA a los Empleados Agraviados y pague sanciones a la Agencia de Desarrollo Laboral y Fuerza de Trabajo de California (“LWDA,” por sus siglas en inglés).

Según los registros de SeaWorld y las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Clase de Salarios y Horarios es de «EstWageHourAmnt» (menos las retenciones); se estima que su Pago Individual de la Clase No Llamada es de «EstFTRAmnt» (menos las retenciones); y se estima que su Pago Individual de PAGA es de «EstPAGAAmnt»**. La cantidad real que puede recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ninguna cantidad para su Pago Individual de la Clase No Llamada o el Pago Individual de PAGA, entonces según los registros de SeaWorld, usted no es elegible para su Pago Individual No Llamados o el Pago Individual de PAGA según el Acuerdo porque usted no es un miembro de la Clase No Llamada o no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros de SeaWorld que muestran que **usted trabajó «WageHourPayPeriods» Períodos de Pago** durante el Período Cubierto de Salarios y Horarios desde el 25 de mayo del 2021 hasta el 15 de diciembre del 2022, **usted trabajó «PAGAPayPeriods» Períodos de Pago de PAGA** durante el Período de PAGA desde el 25 de mayo del 2021 hasta el 15 de diciembre del 2022, y usted «Es_NoEs» un Miembro de la Clase No Llamada durante el Período Cubierto de la Clase No Llamada desde el 18 de noviembre del 2019 hasta el 15 de diciembre del 2022. Si usted cree que trabajó más Períodos de Pago y/o Períodos de Pago de PAGA, usted puede presentar una disputa antes de la fecha límite. Ver Sección 4 de este Aviso.

La Corte ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. La Corte aún no ha decidido si concederá la aprobación final. Sus derechos legales son afectados si usted actúa o no actúa. Lea este Aviso cuidadosamente. Se considerará que lo ha leído y entendido cuidadosamente. En la Audiencia de Aprobación Final, la Corte decidirá si aprueba finalmente el Acuerdo y cuánto del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes (“Abogados de la Clase”). Si la Corte finalmente aprueba el Acuerdo, SeaWorld realizará los pagos conforme al Acuerdo y los Miembros de la Clase que no opten por excluirse (“Miembros Participantes de la Clase”) y los Empleados Agraviados renunciarán a sus derechos de afirmar ciertos reclamos en contra de SeaWorld.

Si usted trabajó para SeaWorld durante el Período de la Clase y/o el Período de PAGA, usted tiene dos opciones básicas según el Acuerdo:

(1) **Hacer Nada.** Usted no tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago Individual de PAGA. Sin embargo, como un Miembro Participante de la Clase, usted renunciará a su derecho de afirmar los Reclamos Liberados de la Clase de Salarios y Horarios, los Reclamos Liberados de la Clase No Llamada, y los Reclamos Liberados de PAGA en contra de SeaWorld. (Ver la Sección 3 de este Aviso y los Párrafos 5.2-5.6 de la Resolución del Acuerdo).

(2) **Excluirse del Acuerdo de la Clase.** Usted puede excluirse del Acuerdo de la Clase (optar por excluirse) presentando la Solicitud de Exclusión por escrito o de otro modo notificando al Administrador por escrito. Si opta por excluirse del Acuerdo, no recibirá un Pago Individual de la Clase (ya sea un Pago Individual de Clase de Salarios y Horarios o un Pago Individual de Clase No Llamada). Sin embargo, conservará su derecho a presentar personalmente reclamos salariales del Período de la Clase y los reclamos de los que no fueron llamados en contra de SeaWorld y, si es un Empleado Agraviado, seguirá siendo elegible para recibir un Pago Individual de PAGA. No puede optar por excluirse de la porción de PAGA del Acuerdo propuesto.

SeaWorld no tomará represalias en contra de usted por cualquier acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

Usted No Tiene Que Hacer Nada Para Participar en el Acuerdo	Si usted no hace nada, será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago Individual de PAGA (si lo hay). A cambio, usted renunciará a su derecho de afirmar los reclamos salariales y reclamos de los que no fueron llamados en contra de SeaWorld que están cubiertos por este Acuerdo. Ver Sección 3 de este Aviso.
Usted Puede Optar Por Excluirse del Acuerdo de la Clase, Pero No del Acuerdo de PAGA La Fecha Límite de Exclusión es el 26 de agosto del 2024	Si no desea participar completamente en el Acuerdo propuesto, usted puede optar por excluirse del Acuerdo de la Clase enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro de la Clase No Participante y ya no será elegible para un Pago Individual de la Clase. Los Miembros de la Clase No Participantes no pueden objetar a ninguna porción del Acuerdo propuesto. Ver la Sección 6 de este Aviso. Usted no puede optar por excluirse de la porción de PAGA del Acuerdo propuesto. SeaWorld debe pagar los Pagos Individuales de PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de presentar los Reclamos Liberados de PAGA (definidos a continuación).
Los Miembros Participantes de la Clase Pueden Objetar al Acuerdo de la Clase, pero no al Acuerdo de PAGA Las Objeciones Escritas Deben Ser Presentadas antes del 26 de agosto del 2024	Los Miembros Participantes de la Clase pueden objetar a cualquier aspecto del Acuerdo propuesto. La decisión de la Corte sobre la aprobación final del Acuerdo incluirá la determinación de cuánto se pagará a los Abogados de la Clase y a los Demandantes que presentaron la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o a los Demandantes, pero cada dólar pagado a los Abogados de la Clase y a los Demandantes reduce la cantidad total pagada a los Miembros Participantes de la Clase. Usted puede objetar a las cantidades solicitadas por los Abogados de la Clase o a los Demandantes si considera que no son razonables. Ver la Sección 7 de este Aviso.
Usted Puede Participar en la Audiencia de Aprobación Final del 13 de septiembre del 2024	La Audiencia de Aprobación Final de la Corte está programada para el 13 de septiembre del 2024. Usted no tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o utilizando la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Clase pueden objetar verbalmente al Acuerdo en la Audiencia de Aprobación Final. Ver la Sección 8 de este Aviso.
Usted Puede Disputar el Cálculo de sus Períodos de Pago/Períodos de Pago de PAGA	La cantidad de su Pago Individual de la Clase de Salarios y Horarios y el Pago Individual de PAGA (si corresponde) dependen de cuantos Períodos de Pago que usted trabajó al menos un día durante el Período de la Clase y cuántos Períodos de Pago usted trabajó por lo menos un día durante el Período de PAGA, respectivamente. El número de Períodos de Pago y el número de Períodos de Pago

Las Disputas Escritas Deben Ser Presentadas antes del 26 de agosto del 2024	de PAGA que usted trabajó según los registros de SeaWorld se indican en la primera página de este Aviso. Si no está de acuerdo con cualquiera de estos números, usted debe cuestionarlas antes del 26 de agosto del 2024. Ver la Sección 4 de este Aviso.
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1. ¿DE QUÉ SE TRATA LA DEMANDA?

Los Demandantes son empleados anteriores de SeaWorld. La Demanda acusa a SeaWorld de violar las leyes laborales de California al no pagar los salarios mínimos, los salarios del tiempo regular, los salarios de las horas extras y los salarios por vacaciones adquiridas; al no proporcionar los períodos de comida y de descanso y al no proporcionar el pago de primas a la tasa regular de pago en su lugar; al no pagar todos los salarios a tiempo en el momento de la suspensión, separación o terminación, y durante el empleo; y al no proporcionar las declaraciones salariales completas, precisas y en el formato adecuado. Sobre la base de los mismos reclamos, los Demandantes también han afirmado un reclamo por competencia desleal y prácticas comerciales conforme la § 17200, y siguientes del Código de Negocios y Profesiones de California y por sanciones civiles bajo PAGA.

Los Demandantes también acusan a SeaWorld de incumplimiento de contrato escrito, incumplimiento del pacto implícito de buena fe y trato justo, despido injusto en violación de la política pública, falta de contratación injusta en violación de la política pública, despido constructivo en violación de la política pública y violación de la sección 311.0101 y siguientes del Código Municipal de San Diego por el supuesto incumplimiento de SeaWorld de llamar o reincorporar a los individuos que fueron suspendidos temporalmente o permanentemente en relación con la pandemia de COVID-19 y que en consecuencia SeaWorld no llamó de nuevo o reincorporó a su situación laboral anterior.

Los Demandantes son representados por los siguientes abogados en la Demanda (es decir, los Abogados de la Clase): Jonathan M. Genish y Miriam L. Schimmel de Blackstone Law, APC; Larry W. Lee de Diversity Law Group; James R. Hawkins de James Hawkins APLC; Christina M. Lucio y Malte L. L. Farnaes de Farnaes & Lucio, APC; William L. Marder de Polaris Law Group; y Edward W. Choi de Law Offices of Choi & Associates.

SeaWorld niega enérgicamente que haya violado alguna ley, que no haya sido llamado o reincorporado a ningún empleado, o que no haya pagado ningún salario, y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta el momento, la Corte no ha hecho ninguna decisión si SeaWorld o los Demandantes tienen la razón sobre los méritos. Mientras tanto, los Demandantes y SeaWorld contrataron a un mediador experimentado y neutral en un esfuerzo para resolver la Demanda al negociar para finalizar el caso mediante un acuerdo (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de una resolución del acuerdo extensa y escrita (“Resolución del Acuerdo” o “Acuerdo”) y acordando solicitar conjuntamente a la Corte que dicte una sentencia que finalice la Demanda y haga cumplir el Acuerdo, los Demandantes y SeaWorld han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final de la Corte. Ambas partes están de acuerdo en que el Acuerdo propuesto es un compromiso de los reclamos en disputa. Al aceptar el acuerdo, SeaWorld no admite ninguna violación ni concede el mérito de cualquier reclamo.

Los Demandantes y los Abogados de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque consideran que: (1) SeaWorld ha acordado pagar una cantidad justa, razonable y adecuada considerando la solidez de los reclamos y los riesgos e incertidumbres de un litigio continuo; y (2) el Acuerdo es en el mejor interés de los Miembros de la Clase y de los Empleados Agraviados. La Corte aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso, y programó una audiencia para determinar la Aprobación Final.

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

1. SeaWorld Pagará \$3.5 Millones como la Cantidad Bruta del Acuerdo (“Cantidad Bruta del Acuerdo”).

SeaWorld ha acordado depositar la Cantidad Bruta del Acuerdo en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará la Cantidad Bruta del Acuerdo para pagar los Pagos Individuales de la Clase (incluyendo los Pagos Individuales de la Clase de Salarios y Horarios y los Pagos Individuales de la Clase No Llamada), los Pagos Individuales de PAGA, los Pagos de Servicio del Representante de la Clase, los honorarios de abogados y gastos de litigio de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la LWDA.

La Cantidad Bruta del Acuerdo incluye la Cantidad del Acuerdo de la Clase de Salarios y Horarios de \$1,000,000 y la Cantidad del Acuerdo de la Clase No Llamados de \$2,500,000.

Asumiendo que la Corte conceda la Aprobación Final, SeaWorld financiará la Cantidad Bruta del Acuerdo no más de 21 días después de que la Sentencia dictada por la Corte sea definitiva. La Sentencia será definitiva en la fecha en que la Corte dicte la Sentencia, o en una fecha posterior si los Miembros Participantes de la Clase se oponen al Acuerdo propuesto o si se apela la Sentencia.

2. Deducciones Aprobadas por la Corte de la Cantidad Bruta del Acuerdo.

En la Audiencia de Aprobación Final, los Demandantes y/o los Abogados de la Clase le pedirán a la Corte que apruebe las siguientes deducciones de la Cantidad Bruta del Acuerdo, cuyas cantidades serán decididas por la Corte en la Audiencia de Aprobación Final:

A. Hasta \$1,166,666.67 (1/3 de la Cantidad Bruta del Acuerdo) a los Abogados de la Clase para los honorarios de abogados y hasta \$35,000 para sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir ningún pago.

B. Hasta \$7,500 a la Demandante Bendorf, \$5,000 a la Demandante Prather, y \$10,000 al Demandante Marin como los Pagos de Servicio de los Representantes de la Clase por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase. Los Pagos de Servicio de los Representantes de la Clase será el único dinero que recibirán los Demandantes aparte de los Pagos Individuales de la Clase y cualquier Pago Individual de PAGA de los Demandantes.

C. Hasta \$52,000 al Administrador por servicios de administrar el Acuerdo.

D. Hasta \$100,000 para Sanciones de PAGA, asignados el 75% a la LWDA y el 25% a los Empleados Agraviados.

Los Miembros Participantes de la Clase tienen derecho a objetar cualquiera de estas deducciones. La Corte considerará todas las objeciones.

3. Cantidad Neta del Acuerdo Distribuida a los Miembros Participantes de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por la Corte, el Administrador distribuirá el resto de la Cantidad Bruta del Acuerdo (la “Cantidad Neta del Acuerdo”) haciendo Pagos Individuales de la Clase de Salarios y Horarios iguales al 28.571% de la Cantidad Neta del Acuerdo (aproximadamente \$606,800.42) (“Cantidad Neta del Acuerdo de Salarios y Horarios”) a los Miembros Participantes de la Clase de Salarios y Horarios y los Pagos Individuales de la Clase No Llamados iguales al 71.42% de la Cantidad Neta del Acuerdo (aproximadamente \$1,517,032.91) (“Cantidad Neta del Acuerdo de la Clase No Llamada”) a los Miembros Participantes de la Clase No Llamada.

4. Impuestos Debidos Sobre los Pagos a los Miembros Participantes de la Clase. Los Demandantes y SeaWorld le están pidiendo a la Corte que apruebe una asignación del 20% de cada Pago Individual de la Clase a salarios que están sujetos a impuestos (“Porción Salarial”) y el 80% a sanciones e intereses (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y se declarará en las Formas W-2 del IRS. SeaWorld pagará por separado los impuestos sobre nóminas de los empleadores que adeude sobre la Porción Salarial. Los Pagos Individuales de PAGA se contabilizan como sanciones y no como salarios a efectos fiscales. El Administrador declarará los Pagos Individuales de PAGA y las Porciones No Salariales de los Pagos Individuales de la Clase en las Formas 1099 del IRS.

Aunque los Demandantes y SeaWorld han acordado estas asignaciones, ninguna de las partes le está asesorando sobre si sus pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo las sanciones y los intereses sobre impuestos atrasados) sobre cualquier pago recibido del Acuerdo propuesto. Usted debe consultar a un asesor fiscal si usted tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

5. Es Necesario Cobrar Prontamente Los Cheques De Pago. El anverso de cada cheque emitido para los Pagos Individuales de la Clase y los Pagos Individuales de PAGA mostrará la fecha en la que caduca el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de caducidad, su cheque se cancelará automáticamente, y el dinero se depositará con el Fondo de Propiedad No Reclamada del Controlador de California. Si el dinero representado por su cheque se envía al Fondo de Propiedad No Reclamada del Controlador, usted debe consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

6. El Acuerdo Propuesto será Nulo si la Corte Niega la Aprobación Final. Es posible que la Corte se niegue a conceder la Aprobación Final del Acuerdo o se niegue a dictar una Sentencia. También es posible que la Corte dicte una Sentencia que sea revocada en apelación. Los Demandantes y SeaWorld han acordado que, en cualquier caso, el Acuerdo será nulo: SeaWorld no pagará ningún dinero y los Miembros de la Clase no liberarán ningún reclamo en contra de SeaWorld.

7. Administrador. La Corte ha designado a una compañía neutral, CPT Group, Inc., (el “Administrador”) para que envíe este Aviso, calcule y realice los pagos, procese las Solicitudes de Exclusión, las disputas sobre los Períodos de Pago y/o los Períodos de Pago de PAGA, y las objeciones escritas, enviar por correo o enviar de nuevo por correo los cheques del acuerdo y las formas fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se indica en la Sección 9 de este Aviso.

8. Liberación de los Miembros Participantes de la Clase. Una vez que la Sentencia sea definitiva y SeaWorld haya completamente financiado la Cantidad Bruta del Acuerdo y haya pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros Participantes de la Clase estarán legalmente prohibidos de presentar cualquiera de los reclamos liberados según el Acuerdo. Esto significa que, a menos de que usted haya optado por excluirse de manera válida del Acuerdo de la Clase, no podrá demandar, continuar demandando ni ser parte de ninguna otra demanda en contra de SeaWorld o las Partes Liberadas por los salarios basados en los hechos del Período de la Clase, según se alega en la Demanda y se resuelve mediante este Acuerdo.

Los Miembros Participantes de la Clase de Salarios y Horarios estarán obligados por la siguiente liberación:

Todas las causas de acción y las teorías de hecho o legales que se alegaron en la Demanda Operativa en la Demanda o que razonablemente podrían haberse alegado sobre la base de los hechos y las teorías legales contenidas en la Demanda Operativa, incluyendo todos los siguientes reclamos de compensación: (a) no pagar todos los salarios adeudados, incluyendo los salarios mínimos, tiempo regular y salarios de las horas extras; (b) no proporcionar los períodos de comida adecuados y no proporcionar adecuadamente el pago de las primas a la tasa regular en su lugar; (c) no proporcionar los períodos de descanso adecuados y no proporcionar adecuadamente el pago de las primas a la tasa regular en su lugar; (d) no pagar oportunamente todos los salarios en el momento de la suspensión, separación o terminación, y/o durante el empleo; (e) no proporcionar las declaraciones salariales completas, precisas y/o con el formato adecuado; (f) no pagar los salarios de las vacaciones adquiridas; (g) competencia desleal y prácticas comerciales (en violación de las Secciones 17200, y siguientes del Código de Negocios y Profesiones de California) que se basan y/o podrían haberse basado en los reclamos, las causas de acción o las teorías legales de compensación descritas anteriormente o en cualquiera de los reclamos, las causas de acción o las teorías legales de compensación alegadas en la Demanda Operativa en la Demanda; y (h) todos los daños y perjuicios, sanciones, intereses y otras cantidades recuperables conforme a dichos reclamos, causas de acción o teorías legales de compensación (colectivamente, los “Reclamos Liberados de la Clase de Salarios y Horarios”). El período de la liberación se extenderá hasta los límites del Período Cubierto de la Clase de Salarios y Horarios desde el 25 de mayo del 2021 hasta el 15 de diciembre del 2022.

Los Miembros Participantes de la Clase No Llamados estarán obligados por la siguiente liberación:

Todas las causas de acción y teorías de hecho o legales que se alegaron en la Demanda Operativa en la Demanda o que razonablemente podrían haberse alegado sobre la base de los hechos y las teorías legales contenidas en la Demanda Operativa, incluyendo todos los siguientes reclamos de compensación en relación con cualquier suspensión, despido, terminación o separación del empleo relacionada con Covid-19: (a) incumplimiento de contrato escrito; (b) incumplimiento del pacto implícito de buena fe y trato justo; (c) violación de la sección 311.0101 y siguientes del Código Municipal de San Diego; (d) terminación injusta en violación de la política pública; (e) falta de contratación injusta en violación de la política pública; (f) despido constructivo en violación de la política pública; (g) competencia desleal y prácticas comerciales (en violación de la Sec. 17200, y siguientes del Código de Negocios y Profesiones) que se basan y/o podrían haberse basado en los reclamos, las causas de acción o las teorías legales de compensación descritas anteriormente o en cualquiera de los reclamos, las causas de acción o las teorías legales de compensación alegadas en la Demanda Operativa en la Demanda; y (h) reclamos similares conforme a otras leyes estatales, incluyendo todos los daños, daños punitivos, sanciones, intereses y otras cantidades recuperables conforme a dichos reclamos, causas de acción o teorías legales de compensación (colectivamente, los “Reclamos de la Clase No Llamados”). El período de liberación se extenderá hasta los límites del Período Cubierto por la Clase No Llamados, desde el 18 de noviembre del 2019 hasta el 15 de diciembre del 2022. El efecto de cosa juzgada de la Sentencia será el mismo que el de la liberación.

9. Liberación de PAGA de los Empleados Agraviados. Después de que la sentencia de la Corte sea definitiva, y SeaWorld haya pagado el Acuerdo Bruto y pagado por separado los impuestos sobre la nómina por parte del empleador, a todos los Empleados Agraviados se les prohibirá afirmar reclamos de PAGA en contra de SeaWorld, ya sea que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluyendo aquellos que son Miembros Participantes de la Clase y aquellos que opten por excluirse del Acuerdo de la Clase, no pueden demandar, continuar demandando ni participar en ningún otro reclamo de PAGA en contra de SeaWorld o las Partes Liberadas sobre la base de los hechos del Período de PAGA, como se alega en la Demanda y resueltos por este Acuerdo.

Los Empleados Agraviados estarán obligados por la siguiente liberación:

Todos los Empleados Agraviados se consideran liberados, en nombre de sí mismos y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, las Partes Liberadas de todos los reclamos por sanciones de PAGA que se alegaron, o que razonablemente podrían haberse alegado, sobre la base de los hechos declarados en la Denuncia Operativa y los Avisos de PAGA durante el Período de PAGA desde el 25 de mayo del 2021 hasta el 15 de diciembre del 2022.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de la Clase de Salarios y Horarios. El Administrador calculará los Pagos Individuales de la Clase de Salarios y Horarios (a) dividiendo la Cantidad Neta del Acuerdo de Salarios y Horarios por el número total de Períodos de Pago trabajados por todos los Miembros Participantes de la Clase de Salarios y Horarios durante el Período Cubierto de la Clase de Salarios y Horarios y (b) multiplicando el resultado por los Períodos de Pago de cada Miembro Participante de la Clase de Salarios y Horarios.

2. Pagos Individuales de la Clase No Llamados. El Administrador calculará los Pagos Individuales de la Clase No Llamada dividiendo la Cantidad Neta del Acuerdo por el número de Miembros Participantes de la Clase No Llamada.

3. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo \$25,000 por el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Períodos de Pago del Período de PAGA trabajados por cada Empleado Agraviado individual.

4. Disputas de los Períodos de Pago/Períodos de Pago de PAGA. El número de Períodos de Pago que usted trabajó durante el Período de la Clase y el número de Períodos de Pago de PAGA que trabajó durante el Período de PAGA, según se indica en los registros de SeaWorld, se indican en la primera página de este Aviso. Usted tiene hasta el 26 de agosto del 2024 para disputar el número de Períodos de Pago y/o Períodos de Pago de PAGA que se le acreditaron. Usted puede presentar su cuestionamiento firmando y enviando una carta al Administrador por correo, correo electrónico o fax. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Es necesario que apoye su disputa enviando copias de los talones de pago u otros registros. El Administrador aceptará el cálculo de SeaWorld de los Períodos de Pago y/o los Períodos de Pago de PAGA según los registros de SeaWorld como precisos a menos de que usted envíe copias de registros que contengan información contraria. Usted debe enviar copias en lugar de originales porque los documentos no serán devueltos a usted. El Administrador resolverá las disputas de los Períodos de Pago y/o los Períodos de Pago de PAGA sobre la base de su presentación y de los aportes de los Abogados de la Clase (que abogarán en nombre de los Miembros Participantes de la Clase) y de los Abogados de SeaWorld. La decisión del Administrador es final. Usted no puede apelar ni disputar de otra manera su decisión final.

5. ¿CÓMO SE ME PAGARÁ?

1. Miembros Participantes de la Clase. El Administrador enviará, por correo de EE. UU., un solo cheque a cada Miembro Participante de la Clase (es decir, a cada Miembro de la Clase que no opte por no participar), incluyendo a aquellos que también califiquen como Empleados Agraviados. El cheque único combinará el Pago Individual de la Clase de Salarios y Horarios y el Pago Individual de la Clase No Llamada, y el Pago Individual de PAGA.

2. Miembros de la Clase No Participantes. El Administrador enviará, por correo de EE. UU., un solo cheque del Pago Individual de PAGA a cada Empleado Agraviado que opte por excluirse del Acuerdo de la Clase (es decir, cada Miembro de la Clase No Participante).

Su cheque se enviará a la misma dirección que este Aviso. Si cambia su dirección, asegúrese de notificar al Administrador lo más pronto posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE LA CLASE?

Presente una carta escrita y firmada con su nombre, dirección actual, correo electrónico o número de teléfono y una declaración simple de que no desea participar en el Acuerdo de la Clase. El Administrador lo excluirá sobre la base de cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identifique la Demanda como *Theresa Bendorf, et al. v. SeaWorld, LLC, et al.*, e incluya sus datos de identificación, (su nombre completo, dirección, correo electrónico o número de teléfono, los últimos cuatro dígitos del número de seguro social para los propósitos de verificación). Usted mismo debe presentar la solicitud. Si otra persona realiza la solicitud en su nombre, ésta no será válida. **Usted debe enviar al Administrador su solicitud para ser excluido antes del 26 de agosto del 2024, o no será válida.** La Sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO OBJETO AL ACUERDO?

Sólo los Miembros Participantes de la Clase tienen derecho a objetar al Acuerdo de la Clase. Antes de decidir si desea objetar, tal vez desee ver lo que los Demandantes y SeaWorld le están pidiendo a la Corte que apruebe. Al menos 16 días de corte antes de la Audiencia de Aprobación Final del 13 de septiembre del 2024, los Abogados de la Clase y/o los Demandantes presentarán ante la Corte (1) una Petición de Aprobación Final que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Petición de honorarios de abogados, gastos de litigio y Pagos de Servicio del Representante de la Clase que indique (i) la cantidad que los Abogados de la Clase solicitan por honorarios de abogados y gastos de litigio; y (ii) las cantidades que los Demandantes solicitan como Pagos de Servicio del Representante de la Clase. Después de una solicitud razonable, los Abogados de la Clase (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno para usted. Usted también puede verlos en el sitio web del Administrador www.cptgroupcaseinfo.com/SeaWorldSettlement o en el sitio web de la Corte <https://www.roa.sdcourt.ca.gov/roa>.

Un Miembro Participante de la Clase que no esté de acuerdo con algún aspecto del Acuerdo, la Petición de Aprobación Final y/o la Petición para los honorarios de abogados, gastos de litigio y Adjudicación de Servicio del Representante de la Clase puede desear objetar, por ejemplo, que el Acuerdo propuesto no es justo, o que las cantidades solicitadas por los Abogados de la Clase o los Demandantes son demasiado altas o demasiado bajas. **La fecha límite para enviar objeciones por escrito al Administrador es el 26 de agosto del 2024.** Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Asegúrese de identificar la Demanda, *Theresa Bendorf, et al. v. SeaWorld, LLC, et al.*, e incluir su nombre, su dirección actual, correo electrónico o número de teléfono, y los últimos cuatro dígitos del número de seguro social para los propósitos de verificación, y firme la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para objetar por su propia cuenta) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicar a la Corte a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Vea la Sección 8 de este Aviso (inmediatamente a continuación) para más detalles sobre la Audiencia de Aprobación Final.

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

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Final el 13 de septiembre del 2024 a la 1:30 p.m. en el Departamento C-69 de la Corte Superior de San Diego, ubicada en 330 West Broadway, San Diego, CA 92101. En la Audiencia, el juez decidirá si concede la Aprobación Final del Acuerdo y qué parte de la Cantidad Bruta del Acuerdo se pagará a los Abogados de la Clase, a los Demandantes y al Administrador. La Corte invitará a los objetores, a los Abogados de la Clase y a los Abogados de la Defensa a presentar sus comentarios antes de tomar una decisión. Usted puede asistir (o contratar a un abogado para que asista) ya sea personalmente o de manera virtual mediante Microsoft Teams (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilicvirtualhearings>). Consulte el sitio web de la Corte para obtener la información más actualizada.

Es posible que la Corte re programe la Audiencia de Aprobación Final. Usted debe consultar el sitio web del Administrador en www.cptgroupcaseinfo.com/SeaWorldSettlement de antemano o comunicarse con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que SeaWorld y los Demandantes han prometido hacer según el Acuerdo propuesto. La manera más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es ir al sitio web del Administrador en www.cptgroupcaseinfo.com/SeaWorldSettlement. Usted también puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web de la Corte Superior visitando <https://www.roa.sdcourt.ca.gov/roa> e ingresando el Número de Caso de la Demanda, Número de Caso 37-2021-00034922.

NO LLAME A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

ABOGADOS DE LA CLASE

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ADMINISTRADOR

Bendorf v. Sea World, LLC
c/o CPT Group, Inc.
50 Corporate Park, Irvine, CA 92606
Teléfono: 1-(888) 544-3319
Fax: (949) 419-3446
Correo Electrónico: SeaWorldSettlement@cptgroup.com

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre y cuando solicite el reemplazo antes de la fecha de anulación que se indica en el frente del cheque original. Si su cheque ya es nulo, usted debe consultar el Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

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

EXHIBIT B

CASE NAME: SEAWORLD

INVOICE

Class Size: 9,566
Opt-Out Rate: 0.1%
No. of Checks Issued: 9,556
Postage Total: \$12,963.13
Grand Total: \$70,119.71
DISCOUNTED FLAT FEE: \$50,000.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. The Notice Packet will be Translated into Spanish. CPT Setup and Maintained a Dedicated Case Email Address and Static Website.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	8	\$760.00
Programming: Data Base Setup	\$150.00	8	\$1,200.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Dedicated Case Email Address	\$150.00	2	\$300.00
Static Website	\$500.00	1	\$500.00
		TOTAL	\$3,960.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA. CPT will Mail a Full-Length Notice, 1-Page Dispute Form & 1-Page Exclusion Form in Both English & Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$350.00	1	\$350.00
Print & Mail Notice Packets	\$1.50	9,566	\$14,349.00
First-Class Postage (up to 2 oz.)*	\$0.62	9,566	\$5,930.92
		TOTAL	\$20,819.92

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

7% of the Notices Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 78% of the Notice Packets were Remailled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	12	\$720.00
Update Undeliverable Mail Database	\$0.50	692	\$346.00
Skip Trace for Best Address	\$0.50	667	\$333.50
Print & Remail Notice Packets	\$1.50	523	\$784.50
First-Class Postage (up to 2 oz.)	\$0.62	523	\$324.26
		TOTAL	\$2,508.26

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	11	\$21.13
Print & Mail Deficiency/Dispute Notices	\$1.50	5	\$7.50
First-Class Postage (up to 1 oz.)	\$0.69	5	\$3.45
Review & Process Deficiency Responses	\$10.00	3	\$30.00
		TOTAL	\$367.08

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$2.00	1,435	\$2,870.00
		TOTAL	\$3,170.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	9,556	\$955.64
		TOTAL	\$1,390.64

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashied and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	6	\$900.00
Project Manager: Correspondence w/Parties	\$95.00	3	\$285.00
Programming: Setup & Printing of Checks	\$150.00	8	\$1,200.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$1.75	9,556	\$16,723.76
First-Class Postage (up to 1 oz.)*	\$0.62	9,556	\$5,924.99
		TOTAL	\$25,933.75

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	8	\$1,200.00
Update Undeliverable Checks Database	\$0.50	573	\$286.50
Skip Trace for Best Address	\$0.50	573	\$286.50
Remail Undeliverable Checks	\$2.25	521	\$1,172.25
First-Class Postage (up to 1 oz.)	\$0.69	521	\$359.49
Re-Issue Checks as Required	\$4.75	383	\$1,819.25
First-Class Postage (up to 1 oz.)	\$0.69	383	\$264.27
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
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
TOTAL			\$8,428.26

*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.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	2,007	\$301.05
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	201	\$1,005.00
First-Class Postage (up to 1 oz.)	\$0.69	201	\$138.69
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Project Manager: June Remittance	\$95.00	2	\$190.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$3,541.80

GRAND TOTAL \$70,119.71

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

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, and objections, 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 products 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.