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13 Los Angeles, California 90071

14 Telephone: (213) 488-6555

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16 Attorneys for Plaintiffs, LORENA RAMIREZ and TERESA MARTINEZ

17
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 FOR THE COUNT OF MONTEREY

20 LORENA RAMIREZ, on behalf of herself and all
21 others similarly aggrieved employees,

22 Plaintiff,

23 v.

24 COVENANT SURGICAL PARTNERS, INC.;
25 SALINAS ENDOSCOPY CENTER, LLC; and
26 DOES 1 through 50, inclusive,

27 Defendants.

CASE NO. 22CV000081

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

**DECLARATION OF VERONICA
OLIVARES WITH RESPECT TO
NOTIFICATION AND
SETTLEMENT ADMINISTRATION**

DATE: December 8, 2023

TIME: 8:30 a.m.

DEPT.: 15

1 I, Veronica Olivares, declare as follows:

2 1. I am employed by CPT Group, Inc., the Court-approved class action Settlement
3 Administrator for *Lorena Ramirez v. Covenant Surgical Partners, Inc. et. al* as a Case Manager.
4 I have personal knowledge of the facts set forth in this Declaration, and if called as a witness, I
5 could and would testify competently thereto.

6 2. Settlement Administrator (“CPT”) has extensive experience in providing notice of
7 class actions and administering class action settlements. In the past 30 years, we have provided
8 notification and/or claims administration services in over one thousand class action cases.

9 3. CPT was selected by the parties to administer the settlement in this action. In this
10 capacity, CPT was charged with (a) printing and mailing to Class Members the *Notice of Class*
11 *Action Settlement*, and hereinafter referred to as the (“Notice”); (b) handling inquiries from Class
12 Members concerning the Notice; (c) emailing counsel weekly reports; (d) determining Settlement
13 Payments; (e) maintaining the settlement funds in an appropriate account; (f) preparing,
14 administering, and distributing the Settlement Payment Checks to participating Class Members;
15 (g) distributing the portion of the PAGA Penalties payable to the LWDA; (h) issuing a final report
16 and performing such other duties as the Parties may direct; and (i) handling all tax document
17 preparation and reporting, including state and federal tax forms, if any.

18 4. CPT received the Court-approved text for the Notice from Counsel on July 20,
19 2023. CPT prepared a draft of the Notice for mailing to the Class Members. Attached hereto as
20 **Exhibit “A”** is a true and correct copy of the Notice.

21 5. On July 27, 2023, CPT received a data file from Counsel containing the Class List
22 for the purpose of mailing the Notice to Class Members. The mailing list contained 770 Class
23 Members.

24 6. On August 8, 2023, CPT ran a National Change of Address (NCOA) search in
25 attempt to update the addresses on the class list and ensure it was as accurate as possible. A search
26 of this database provided updated addresses for any individual who had moved in the previous
27 four years and notified the U.S. Postal Service of their change of address.

1 7. The Notice was enclosed in an envelope with the Class Member's name and
2 known address printed on the envelope. On August 11, 2023, the Notice was mailed via U.S. first
3 class mail to all 770 Class Members. The deadline to submit disputes, requests for exclusion or
4 objections was October 10, 2023.

5 8. On October 12, 2023, CPT received notification from Class Counsel regarding 3
6 individuals who were omitted from the class and should be included into the class. The total class
7 size increased from 770 to 773. The 3 additional Class Members were mailed a Notice and will
8 have a 45-day response deadline of December 1, 2023, to submit disputes, requests for exclusion
9 or object to the Settlement.

10 9. As of the date of this declaration, 15 Notices have been returned to our office by
11 the U.S. Postal Service, of which 3 were provided a new address by the Post Office. For the
12 remaining 12 Notices, CPT performed a skip trace to locate a better address using Accurint, one
13 of the most comprehensive address databases available. It utilizes hundreds of different databases
14 supplied by credit reporting agencies, public records, and a variety of other national databases.

15 10. As a result of skip trace effort or re-mail requests from counsel or the Class
16 Members themselves, a total of 10 Notices have been re-mailed to date. Additionally, 1 Notice
17 was forwarded by CPT. As of the date of this declaration, a total of 8 Notices are deemed
18 undeliverable.

19 11. As of the date of this declaration, CPT has received 2 requests for exclusion from
20 the settlement.

21 12. As of the date of this declaration, CPT has received 1 written dispute regarding
22 periods worked. However, the Class Member contacted CPT and rescinded their dispute. CPT
23 will report 0 disputes.

24 13. As of the date of this declaration, CPT has received 0 objections to the settlement.

25 14. As of the date of this declaration, CPT reports a total of 771 Settlement Class
26 Members, representing 99.74% of the Settlement Class.

27 15. Pursuant to the terms of the Settlement, participating Settlement Class Members
28 will receive a proportionate share of the Net Settlement Amount, which is currently estimated to

be \$1,077,015.97. The Net Settlement Amount will be allocated as follows: 20% (\$215,403.19) will be allocated to the Settlement Class Members who terminated employment with Defendants during the Class Period and 80% (\$861,612.78) to the entire Settlement Class. There is a total of 469 Settlement Class Members who terminated employment during the Class Period and will receive the same dollar amount in distribution, which is estimated to be \$459.28. There is a total of 771 Settlement Class Members in the Class, with a total of 37,961 pay periods. Settlement Class Members will receive a proportionate share of 80% of the Net Settlement Amount (\$861,612.78), based on the number of pay periods worked during the Class Period. Based on estimated settlement calculations at this time, the estimated pay period rate is \$22.70, the average payment to each Settlement Class Member is estimated to be \$1,117.53 and the highest payment is estimated to be \$6,014.79.

16. Pursuant to the Settlement Agreement, the Aggrieved Employees will receive a proportionate share of the PAGA Payment allocated to the Net PAGA Penalty, currently estimated to be \$12,500.00, based on the number of pay periods worked during the PAGA Period. All Class Members who are Aggrieved Employees, including individuals who requested exclusion from the Settlement, will receive an Individual PAGA Payment. The total number of pay periods worked by 548 Aggrieved Employees is 13,080. Based on the estimated calculations at this time, the estimated PAGA pay period rate is \$0.96, the average Individual PAGA Payment to each Aggrieved Employee is estimated to be \$22.81 and the highest payment is estimated to be \$51.61.

17. The entire Net Settlement Amount was used to calculate the estimated amount for each Settlement Class Member:

Gross Settlement Amount	\$1,750,000.00
Less Class Counsel Fees	(\$583,333.33)
Less Class Counsel Costs	(\$19,650.70)
Less Enhancement Awards to Plaintiff Ramirez	(\$5,000.00)
Less Enhancement Awards to Plaintiff Martinez	(\$5,000.00)

Less LWDA Payment	(\$37,500.00)
Less Payment to Aggrieved Employees	(12,500.00)
<u>Less Settlement Administration Costs</u>	<u>(\$10,000.00)</u>
Net Settlement Amount	\$1,077,015.97

18. CPT will charge a total of \$10,000.00 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 a true and correct copy of CPT's bid to administer the settlement.

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 9th day of November 2023, at Irvine, California.



 Veronica Olivares

EXHIBIT A

Lorena Ramirez v. Covenant Surgical Partners, Inc. et al.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
(CASE NO. 22CV000081)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU WERE EMPLOYED BY COVENANT SURGICAL PARTNERS, INC. AND/OR SALINAS ENDOSCOPY CENTER, LLC AS A NON-EXEMPT EMPLOYEE IN THE STATE OF CALIFORNIA, DURING THE PERIOD OF JANUARY 10, 2018 THROUGH FEBRUARY 1, 2023, YOU MAY BE ELIGIBLE TO RECEIVE MONEY AS PART OF A SETTLEMENT.

The Monterey County Superior Court (“Court”) authorized this Notice to be sent by CPT Group (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

«FName» «LName»
 «Address1» «Address2»
 «City», «State» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
 APPROXIMATELY «TotalEstAmount»
 THROUGH THIS CLASS ACTION
 SETTLEMENT**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Covenant Surgical Partners, Inc. and/or Salinas Endoscopy Center, LLC separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT (Deadline: October 10, 2023)	If you ask to be excluded from the class settlement, you will get no payment from the class settlement amount, but you will keep any rights to sue Covenant Surgical Partners, Inc. and/or Salinas Endoscopy Center, LLC separately for the same legal claims made in this lawsuit. However, you may not request exclusion from the settlement of the PAGA claim. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: October 10, 2023)	If you do not like the class settlement, you can send a written objection to the Settlement Administrator by the deadline or personally appear at the final approval hearing. If your objection is overruled by the Court, you will still be bound by the terms of the settlement and will receive a class settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is this Lawsuit About?

In the lawsuit, the Plaintiffs alleges that Covenant Surgical Partners, Inc. and Salinas Endoscopy Center, LLC (“Defendants”): (1) failed to provide off-duty meal periods, in violation of Labor Code sections 226.7 and 1198; (2) failed to provide off-duty rest periods, in violation of Labor Code sections 226.7 and 1198; (3) failed to pay hourly and overtime wages, in violation of Labor Code sections 1194 and 1198; (4) failed to comply with wage statement requirements, in violation of Labor Code sections 226, 1174 and 1175; (5) failed to pay wages upon termination, in violation of Labor Code sections 201, 202 and 203; and (6) failed to reimburse business expenses, in violation of Labor Code section 2802.

Defendants deny the allegations in the lawsuit and further deny they have engaged in any wrongdoing. Defendants assert that they complied with all legal requirements, but are resolving this action in order to avoid the risk and costs of further legal proceedings.

3. Why is this a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Lorena Ramirez and Teresa Martinez), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Monterey County Superior Court is in charge of the case. The lawsuit is known as *Lorena Ramirez v. Covenant Surgical Partners, Inc. et. al.*, Case No. 22CV000081.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs think they could have won at trial. Defendants thinks that they would have won before or at trial. But there was no trial or a pretrial determination on the merits of the case by the Court. Instead, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation, and the individuals potentially affected will get compensation. The class representatives and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that the following individuals are class members: all non-exempt employees who are or previously were employed by Covenant Surgical Partners, Inc. and/or Salinas Endoscopy Center, LLC in California during the period of January 10, 2018, through February 1, 2023 (“Class” or “Class Members”). If you received this Notice, you are a member of the Class.

6. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by Defendants in the amount of \$1,750,000 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to Class Members who can be located, and who do not exclude themselves from the settlement, will

be the Gross Settlement Amount minus the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$10,000.00; (b) class representative Service Payments to Plaintiffs not to exceed \$10,000.00 each for their work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$583,333.33; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$25,000.00; and (e) PAGA Payment in the amount of \$50,000.00. **Class Counsel’s attorneys’ fees and costs remain subject to Court approval.**

By statute, the Labor and Workforce Development Agency will receive seventy-five percent of the PAGA Payment —i.e., the amount of \$37,500.00. Class Members who worked during the period from January 10, 2021, to February 1, 2023 (the “PAGA Period”) will receive a portion of the remaining twenty-five percent of the PAGA Payment (“Net PAGA Penalty”).

No portion of the Net Settlement Amount or Net PAGA Penalty will be returned to Defendants under any circumstances. Instead, any unclaimed portions will be sent to the *cy pres* recipient, Legal Aid at Work.

7. How Much Will My Payment Be?

Twenty percent (20%) of the Net Settlement Amount will be evenly distributed to Class Members who terminated employment with Defendants during the period from January 10, 2018, to February 1, 2023 (“Class Period”).

The remaining eighty percent (80%) of the Net Settlement Amount will be distributed to Class Members based on the number of pay periods the employee worked during the Class Period, as compared to the total number of pay periods worked by all Class Members during the Class Period. However, Class Members will be credited an additional pay period for each pay period where he or she worked as a RN or LVN during the Class Period.

Based on Defendants’ records, you are a «Current_Former» employee and worked «EnhancedPeriods» pay periods during the Class Period. Your estimated Individual Class Settlement Payment is «TotalSettAmount».

If you were employed by Defendants during the PAGA Period, you are also entitled to a pro rata share of the Net PAGA Penalty based on the number of pay periods you worked during the PAGA Period. Based on Defendants’ records, you worked «PAGAPeriods» pay periods during the PAGA Period. Your estimated Individual PAGA Settlement Payment is «PAGAAmount».

8. How Do I Receive a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately forty-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What Am I Giving Up to Receive a Settlement Payment?

Unless you request to be excluded from the class settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the other Released Parties for any legal claims based on the subject matter of the class settlement. Specifically, you will be giving up or “releasing” the Released Class Claims summarized below:

- All claims, including penalties, interest, costs, and attorneys’ fees related thereto, that were or could have been brought under the facts and allegations made in the operative First Amended Complaint for Damages, Penalties and for Injunctive Relief for violation of Labor Code sections 201, 202, 203, 204, 226.7, 510,

512, 558, 1194, 1198, 1199 and 2802, that accrued during the period of January 10, 2018 through May 2, 2023.

Additionally, if you worked during the period from January 10, 2021, to February 1, 2023, you will be giving up or “releasing” the Released PAGA Claims summarized below:

- All claims for penalties under the California Private Attorneys General Act, including interest, costs and attorneys’ fees related thereto, predicated on the violation of Labor Code sections 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802 that were alleged in the PAGA Notice and operative First Amended Complaint for Damages, Penalties and for Injunctive Relief, that accrued during the period of January 10, 2021 through May 2, 2023.

10. How Do I Exclude Myself from the Class Settlement?

To exclude yourself from the class settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Lorena Ramirez v. Covenant Surgical Partners, Inc. et. al.* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than October 10, 2023, to the Settlement Administrator at *Lorena Ramirez v. Covenant Surgical Partners, Inc. et. al.* c/o CPT Group, Inc. 50 Corporate Park, Irvine, California, 92606.

If you submit a timely and valid “opt-out” request, you will no longer be a member of the Class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendants in the future for the class claims made in this lawsuit, at your own expense.

If you worked during the PAGA Period, you may not opt-out, or request to be excluded, from the settlement of the PAGA claim. Thus, even if you submit a timely and valid “opt-out” request, you will still receive an Individual PAGA Settlement Payment and will be deemed to have released the PAGA claims.

11. How Do I Tell the Court That I Don’t Believe That the Class Settlement Is Fair?

As a Class Member, you can object to the class settlement if you believe that the class settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the class settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed class settlement, you may do so in writing to the Settlement Administrator. If you submit a timely written objection to the Settlement Administrator or you appear at the final approval hearing for the settlement, either in person or through an attorney, you do so at your own expense. (See Question 15.)

All written objections should be signed by you and should include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than October 10, 2023, to the Settlement Administrator at *Lorena Ramirez v. Covenant Surgical Partners, Inc. et. al.* c/o CPT Group, Inc. 50 Corporate Park, Irvine, California, 92606.

There is no right to object to the settlement of the PAGA claim.

12. What is the Difference between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the class settlement. You can object only if you stay in the Class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

13. Do I Have a Lawyer in this Case?

The Court decided that the law firms of Fitzpatrick & Swanston and Diversity Law Group, which represent the Plaintiffs, are also qualified to represent you and all Class Members. You will not be charged for these lawyers. This law firm is referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How Will the Attorneys for the Class And The Class Representative Be Paid?

The attorneys for the Plaintiffs and the Class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$583,333.33 in attorneys' fees and for actual litigation costs incurred up to a maximum of \$25,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 15 below for details as to when this hearing will take place). Class Members (like you) do not have to pay the fees and costs of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If approved by the Court, Service Payments for the Plaintiffs in an amount up \$5,000.00 each (*i.e.* \$10,000 together) will be paid from the Gross Settlement Amount for their work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

15. Notice of Hearing on Final Approval and Objections to Class-Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Thomas W. Wills on December 8, 2023, at 8: 30 a.m., in Department 15 of the Superior Court of California for the County of Monterey, located at 1200 Aguajito Road, Monterey, California 93940, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment, and all Class Members who have not requested exclusion will be deemed to have waived the Released Class Claims set forth above.

16. How Do I Receive More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

17. What is the Contact Information for Class Counsel?

The address for Class Counsel is as follows:

FITZPATRICK & SWANSTON

B. James Fitzpatrick
bjfitzpatrick@fandslegal.com
Laura L. Franklin
lfranklin@fandslegal.com
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
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515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Lorena Ramirez v. Covenant Surgical Partners, Inc. et. al.
c/o CPT Group
50 Corporate Park
Irvine, California 92606
1-888-268-6043

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE DO NOT CONTACT COVENANT SURGICAL PARTNERS, INC., SALINAS ENDOSCOPY CENTER, LLC, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT B

CASE NAME: RAMIREZ v COVENANT SURGICAL PARTNERS, INC.

Date: February 16, 2023
Requesting Attorney: Kristen Agnew
Plaintiff or Defense: Plaintiff
Firm Name: Diversity Law
Telephone: (213) 488-6555
Email: kagnew@diversitylaw.com

All-In Settlement

Class Size: 820
Opt-Out Rate: 1.5%
No. of Checks Issued: 808
Postage Total: \$1,060.02
Grand Total: \$14,732.64

DISCOUNTED FLAT FEE: \$10,000.00

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.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
TOTAL			\$1,715.00

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 Exclusion Form.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Print & Mail Notice Packets	\$1.00	820	\$820.00
First-Class Postage (up to 1 oz.)*	\$0.60	820	\$492.00
TOTAL			\$1,637.00

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

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Remaild.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	49	\$24.50
Skip Trace for Best Address	\$1.00	42	\$42.00
Print & Remail Notice Packets	\$1.00	38	\$38.00
First-Class Postage (up to 1 oz.)	\$0.60	38	\$22.80
TOTAL			\$187.30

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	12	\$24.60
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.60	1	\$0.60
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$341.70

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.	\$3.00	164	\$492.00
		TOTAL	\$792.00

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	808	\$80.77
		TOTAL	\$515.77

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 Claimants. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed 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	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	808	\$2,019.25
First-Class Postage (up to 1 oz.)*	\$0.60	808	\$484.62
		TOTAL	\$4,493.87

*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	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	65	\$32.50
Skip Trace for Best Address	\$1.00	65	\$65.00
Remail Undeliverable Checks	\$2.50	59	\$147.50
First-Class Postage (up to 1 oz.)	\$0.60	59	\$35.40
Re-Issue Checks as Required	\$5.00	41	\$205.00
First-Class Postage (up to 1 oz.)	\$0.60	41	\$24.60
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
Unclaimed Funds Sent to Cy Pres	No Fee	1	No Fee
TOTAL			\$5,050.00

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

GRAND TOTAL	\$14,732.64
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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.