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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JUAN DAVID ARREOLA CARRILLO, as
an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

KPS GLOBAL, LLC, a Delaware
corporation; and DOES 1 through 100,

Defendants.

Case No.: 22STCV19527

*[Assigned for all purposes to the Hon. Tony
Kenneth R. Freeman, Dept. 14]*

**DECLARATION OF EMILIO COFINCO
REGARDING CLASS NOTIFICATION
AND SETTLEMENT ADMINISTRATION**

Date: March 11, 2025
Time: 11:00 a.m.
Dept.: 14

Action Filed: June 15, 2022
Trial Date: None Set

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I, Emilio Cofinco, hereby declare:

1. I am employed as a case manager by CPT Group, Inc. (“CPT”), the Court-approved class action settlement administrator, for the *Carrillo v. KPS Global, LLC* settlement. As the case manager for this settlement, I have personal knowledge of the information provided herein, and if called as a witness, I could and would accurately testify thereto.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. For over 30 years, CPT has provided notification and/or claims administration services in thousands of class action cases. Pursuant to the Settlement Agreement for this matter, CPT was responsible for (i) printing and mailing to Settlement Class Members the *Notice of Class Action Settlement* in English and Spanish (hereinafter together referred to as the “Notice”); (ii) calculating Settlement Class Members’ individual settlement awards; (iii) performing National Change of Address (“NCOA”) searches; (iv) performing skip traces using Accurant to obtain updated and forwarding addresses; (v) receiving and logging undeliverable Notice Packets; (vi) receiving and processing completed opt-out requests; (vii) resolving Settlement Class Members’ disputes regarding workweeks during the Settlement Period; (viii) providing Class Counsel and counsel for Defendants with updates on the status of opt-outs and objections; (ix) handling inquiries from Settlement Class Members; (x) completing all necessary tax payments and reporting; and (xi) performing such other tasks as the Parties mutually agree or as the Court orders.

3. CPT received the Court-approved text for the Notice Packet from Class Counsel on August 19, 2024.

4. CPT finalized a 6-page Notice in English and a 7-page Notice in Spanish. CPT received written approval from all parties and a sufficient number were printed to mail to all Settlement Class Members. Attached hereto as Exhibit “A” is a true and correct copy of the Notice.

5. On November 19, 2024, counsel for Defendants provided CPT with a list of Settlement Class Members (“Class List”). The Class List included (a) each Settlement Class Member’s name, (b) last-known mailing address, (c) Social Security Number, (d) phone number, (e) email, (f) employment dates, (g) workweeks during the class period, and (h) PAGA workweeks during the PAGA Period. The Class List contained 511 Settlement Class Members with 31,378 Workweeks.

1 6. Pursuant to the Settlement Agreement, Defendant represents that there are an estimated
2 23,000 Workweeks worked by Class Members during the Class Period. If the number of Workweeks
3 worked during the Class Period is more than 10% greater than this figure (i.e., if there are 25,300 or more
4 Workweeks worked), Defendant agrees to increase the Gross Settlement Amount on a proportional basis
5 for every percent above the 10%. The Total Workweeks during the class period is 31,378 Workweeks,
6 which is 36.43% over the 23,000 workweek threshold. Therefore, the Gross Settlement Amount shall
7 increase by 26.43%, from \$995,000.00 to \$1,257,978.50.

8 7. On November 21, 2024, CPT conducted a National Change of Address (NCOA) search in
9 an attempt to update the Settlement Class Members' addresses as accurately as possible. A search of this
10 database provides updated addresses for any individual who has moved in the previous four years and has
11 notified the U.S. Postal Service of his or her change of address. As a result of the NCOA search, CPT was
12 able to locate 20 new addresses.

13 8. The Notice Packets were enclosed in envelopes with the individual Settlement Class
14 Member's name and last-known address visible on the envelope. On November 27, 2024, the Notice
15 Packets were mailed via U.S. first class mail to all 511 Settlement Class Members. The deadline for
16 Settlement Class Members to submit a dispute, request for exclusion, or objection to the settlement was
17 January 27, 2025.

18 9. CPT also set up a case website with the website address
19 www.cptgroupcaseinfo.com/kpsglobalsettlement and case email inbox with the email address
20 kpsglobalsettlement@cptgroup.com.

21 10. As of the date of this declaration, 63 Notice Packets have been returned to our office by the
22 Post Office, for which one (1) new address was provided by the Post Office and re-mailed. For the
23 remaining 62 Notice Packets, CPT performed a skip-trace to locate a better address using Accurant, one of
24 the most comprehensive address databases available. Accurant utilizes hundreds of different databases
25 supplied by credit reporting agencies, public records and a variety of other national databases.

26 11. As a result of either a skip trace, request from counsel or the Settlement Class Member, a
27 total of 32 Notice Packets have been re-mailed to date. Additionally, one (1) Notice Packet had a forwarding
28 address, which was re-mailed. Ultimately, there are 32 Notice Packets undeliverable with no forwarding

address, where no new addresses could be found through skip trace.

12. As of the date of this declaration, CPT has not received any objections to the settlement.

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

14. As of the date of this declaration, CPT has not received any requests for exclusion from the settlement.

15. As of this date, there are 511 Participating Class Members who will be paid their portion of the Net Settlement Amount, estimated to be \$753,756.10 and which assumes maximum awards pursuant to the settlement. The Net Settlement Amount available to pay Participating Class Members was determined as follows:

Gross Settlement Fund:	\$1,257,978.50
Less Attorneys' Fees	-\$419,326.17
Less Actual Litigation Costs	-\$19,896.23
Less Plaintiff's Service Award	-\$5,000.00
Less PAGA Penalties to LWDA	-\$37,500.00
Less PAGA Payment	-\$12,500.00
<u>Less Settlement Administration Costs</u>	<u>-\$10,000.00</u>
Net Settlement Amount	\$753,756.10

16. Therefore, CPT will report a total of 511 participating Settlement Class Members will be sent an individual settlement payment, which represents 100% participation rate. The highest individual settlement payment is approximately \$7,735.02, the lowest individual settlement payment is approximately \$24.02, and the average individual settlement payment is approximately \$1,475.06.

17. A total of 428 Aggrieved Employees will be paid their portion of the PAGA Fund. Each Aggrieved Employees' share of the PAGA Fund will be proportional to the number of Pay Periods he or she worked during the PAGA Period. According to Defendant's records, Aggrieved Employees in aggregate worked a total of 13,981 Pay Periods during the PAGA Period. Each Pay Period is accordingly valued at \$0.89. The average estimated payment is \$27.36, the lowest estimated payment is \$0.89, and the highest is \$167.00.

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18. CPT's charge for services rendered to perform its duties and responsibilities pursuant to the terms of the settlement is \$10,000.00. This includes all costs incurred to date, as well as estimated costs for completing the administration and disbursement of the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 5, 2025 at Irvine, California.

Emilio Cofino

Emilio Cofinco

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

Juan David Arreola Carrillo vs. KPS Global, LLC, Los Angeles Superior Court Case No. 22STCV19527

***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.***

This notice is being provided to you in both English and Spanish.

ATTN: «EmployeeName»

You may be eligible to receive money from a class action lawsuit (“Action”) filed against KPS Global, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Juan David Arreola Carrillo (“Plaintiff”), and seeks payment of unpaid minimum and overtime wages, meal and rest period premium wages, wage statement penalties, and waiting time penalties for Class Members (defined as all current and former nonexempt employees of Defendant in California who worked at any time between June 15, 2018, and August 15, 2024 (the “Class Period”)); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Aggrieved Employees (defined as all current and former non-exempt employees of Defendant in California who worked at any time between June 15, 2021, and August 15, 2024 (the “PAGA Period”)).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «Settlement_Amount» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount»** 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 PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Workweeks» workweeks during the Class Period and you worked «PAGA_Payperiods» pay periods during the PAGA Period**. If you believe that you worked more during either period, 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 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant 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 Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the 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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, 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.

Defendant 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 against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is January 27, 2025	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. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by January 27, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the terms of the Settlement if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the March 11, 2025, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on March 11, 2025. 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 Workweeks/Pay Periods Written Challenges Must be Submitted by January 27, 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by January 27, 2025. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. In the Action, Plaintiff alleges that Defendant violated California labor laws by failing to pay all overtime wages, minimum wages, and failing to provide meal periods, rest periods, accurate itemized wage statements, and all final pay upon separation of employment. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*). Plaintiff is represented by attorneys in the Action: Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC ("Class Counsel.")

Defendant strongly denies violating any laws 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 Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settling the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant 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, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant 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) 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. Defendant Will Pay \$1,257,978.50 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters 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. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$419,326.17 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$8,250.00 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 1/3 of each Individual Class Payment to taxable wages ("Wage Portion") and 2/3 to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Plaintiff and Defendant 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 do not cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to California Controller's Unclaimed Property Fund in your name, so that you may recover the funds at a later date.**
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than January 27, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by January 27, 2025. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void (Defendant will not pay any money and Class Members will not release any claims against Defendant).
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, 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.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the 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 Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendant, its past and present parent companies, subsidiaries and affiliates, and their respective present and former officers, directors, principals, heirs, stockholders, agents, managers, employees, insurers, co-insurers, reinsurers, attorneys, accountants, auditors, advisors, registered representatives, consultants, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, partners, predecessors, successors, assigns, and any other persons acting by, through, under, or in concert with any of them (“Released Parties”) from any and all federal and California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action, that were asserted or could have been asserted based on the facts and claims alleged in the Action, that arose during the Class Period. Except as set forth in Paragraph 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. The time period covered by this release will mirror the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

All Participating and Non-Participating Class Members who are 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 civil penalties resulting from claims, demands, rights, liabilities and causes of action under the PAGA, premised on the facts, claims, causes of action or legal theories pled in the Action (or Plaintiff’s letter to the LWDA dated June 15, 2022), or which could have been alleged based on the factual allegations therein, that arose during the PAGA Period. The time period covered by this release will mirror the PAGA Period. This release does not include Aggrieved Employees’ underlying wage and hour claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of PAGA Penalties (\$12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. **Workweek/Pay Period Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until January 27, 2025, to challenge the number of Workweeks and/or 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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 Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant'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 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, telephone number, and a simple statement that you do not want to participate in the 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 *Juan David Arreola Carrillo vs. KPS Global, LLC*, Los Angeles Superior Court Case No. 22STCV19527, and include your identifying information (full name, address, telephone number, approximate dates of employment, and 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 January 27, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before March 11, 2025, (the Final Approval Hearing), Class Counsel and/or Plaintiff 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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/kpsglobalsettlement or the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV19527.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is January 27, 2025.** 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 (*Juan David Arreola Carrillo vs. KPS Global, LLC*, Los Angeles Superior Court Case No. 22STCV19527) and include your name, current address, telephone number, and approximate dates of employment for Defendant 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 March 11, 2025 at 11:00 a.m. in Department 14 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome>). 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/kpsglobalsettlement 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 Defendant and Plaintiff 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 www.cptgroupcaseinfo.com/kpsglobalsettlement. 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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV19527. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

HAINES LAW GROUP, APC

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 Fax: (424) 292-2355

Settlement Administrator:

Carrillo vs. KPS Global, LLC, c/o CPT Group, Inc.
 50 Corporate Park
 Irvine, CA 92606
 Tel: 1-888-965-6984
 Fax: 949-419-3446
 Email: kpsglobalsettlement@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. **Please make sure you contact the Settlement Administrator before the void date otherwise your check will be voided and transmitted to California Controller's Unclaimed Property Fund in your name, so that you may recover the funds at a later date.**

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

Juan David Arreola Carrillo vs. KPS Global, LLC, Los Angeles Superior Court Case No. 22STCV19527

***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.***

Este aviso está siendo proporcionado a usted en inglés y español.

ATTN: «EmployeeName»

Usted puede ser elegible para recibir dinero de una demanda colectiva (“Demanda”) presentada en contra de KPS Global, LLC (“Demandado”) por las supuestas violaciones de salarios y horarios. La Demanda fue presentada por un empleado anterior del Demandado, Juan David Arreola Carrillo (“Demandante”), y solicita el pago de salarios no pagados mínimos y de las horas extras, los salarios de las primas de los períodos de comida y de descanso, las sanciones de las declaraciones salariales, y las sanciones del tiempo de espera para los Miembros de la Clase (definidos como todos los empleados no exentos actuales y anteriores del Demandado en California que trabajaron en cualquier momento entre el 15 de junio del 2018 y el 15 de agosto del 2024 (el “Período de la Clase”)); y (2) sanciones bajo la Ley General de Abogados Privados de California (“PAGA,” por sus siglas en inglés) para todos los Empleados Agraviados (definidos como todos los empleados no exentos actuales y anteriores del Demandado en California que trabajaron en cualquier momento entre el 15 de junio del 2021 y el 15 de agosto del 2024 (el “Período de PAGA”)).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de la Clase requiere que el Demandado financie los Pagos Individuales de la Clase, y (2) un Acuerdo de PAGA que requiere que el Demandado financie los Pagos Individuales de la Clase, y (2) una porción de PAGA del Acuerdo que requiere que el Demandado financie los Pagos Individuales de PAGA y pague sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés).

Según los registros del Demandado, y las suposiciones actuales de las Partes, **su Pago Individual de la Clase se estima ser de «Settlement_Amount» (menos las retenciones) y su Pago Individual de PAGA se estima ser de «PAGA_Amount»**. 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 PAGA, entonces según los registros del Demandado, usted no es elegible para un Pago Individual de PAGA según el Acuerdo porque no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros del Demandado que muestran que **usted trabajó «Workweeks» semanas de trabajo durante el Período de la Clase y usted trabajó «PAGA_Payperiods» períodos de pago durante el Período de PAGA**. Si cree que trabajó más durante cualquiera de los dos períodos, usted puede presentar una disputa antes de la fecha límite. Ver la 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 del Acuerdo. Sus derechos legales son afectados tanto si actúa o no actúa. Lea este Aviso cuidadosamente. Se considerará que lo ha leído atentamente y entendido. En la Audiencia de Aprobación Final, la Corte decidirá si aprueba finalmente el Acuerdo y qué parte del Acuerdo se pagará al Demandante y a los abogados del Demandante (“Abogados de la Clase”). La Corte también decidirá si dicta una sentencia que obligue al Demandado hacer pagos según el Acuerdo y que obligue a los Miembros de la Clase y a los Empleados Agraviados a renunciar a sus derechos de afirmar ciertos reclamos en contra del Demandado.

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

- (1) **No 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 reclamos salariales del Período de la Clase y reclamos de las sanciones del Período de PAGA en contra del Demandado.
- (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. Sin embargo, conservará su derecho a presentar personalmente reclamos salariales del Período de la Clase en contra del Demandado 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.

El Demandado 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 en contra del Demandado que están cubiertos por este Acuerdo (Reclamos Liberados).
Usted Puede Optar Por Excluirse del Acuerdo de la Clase, Pero No del Acuerdo de PAGA La Fecha Límite de Exclusión es el 27 de enero de 2025	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. El Demandado 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 (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 27 de enero de 2025	Todos los Miembros de la Clase que no opten por la exclusión (“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 al Demandante que presentó la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o al Demandante, pero cada dólar pagado a los Abogados de la Clase y al Demandante reduce la cantidad total pagada a los Miembros Participantes de la Clase. Usted puede objetar a los términos del Acuerdo si usted considera que no son razonables. Ver la Sección 7 de este Aviso.
Usted Puede Participar en la Audiencia de Aprobación Final del 11 de marzo del 2025	La Audiencia de Aprobación Final de la Corte está programada para llevarse a cabo el 11 de marzo del 2025. Usted no tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre por su propia cuenta), 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 Semanas De Trabajo/Períodos de Pago Las Disputas Escritas Deben Ser Presentadas antes del 27 de enero de 2025	Las cantidades de su Pago Individual de la Clase y el Pago de PAGA (si lo hay) dependen de cuántas semanas de trabajo usted trabajó por lo 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 Semanas de Trabajo del Período de la Clase y el número de Períodos de Pago del Período de PAGA que usted trabajó según los registros del Demandado se indican en la primera página de este Aviso. Si no está de acuerdo con alguno de estos números, usted debe disputarla antes del 27 de enero de 2025. Ver la Sección 4 de este Aviso.

1. ¿DE QUÉ SE TRATA ESTA DEMANDA?

El Demandante es un empleado anterior del Demandado. En la Demanda, el Demandante violó las leyes laborales de California al no pagar los salarios de las horas extras, los salarios mínimos, y al no proporcionar los períodos de comida, los períodos de descanso, las declaraciones salariales precisas y detalladas, y todos los pagos finales a la separación de empleo. Sobre la base de los mismos reclamos, el Demandante también ha afirmado un reclamo por sanciones civiles conforme a la Ley General de Abogados Privados de California (§§ 2698, y *siguientes* del Código Laboral). El Demandante es representado por los abogados en la Demanda: Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, y Susan J. Perez de Haines Law Group, APC (“Abogados de la Clase”).

El Demandado niega firmemente haber violado ninguna ley ni haber dejado de pagar 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 determinación sobre si el Demandado o el Demandante tienen la razón sobre los méritos. Mientras tanto, el Demandante y el Demandado contrataron a un mediador con experiencia y neutral en un esfuerzo para resolver la Demanda mediante la negociación para poner fin al 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 extensa resolución del acuerdo por escrito (“Acuerdo”) y acordando solicitar conjuntamente a la Corte que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, el Demandante y el Demandado 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 llegar a un acuerdo, el Demandado no admite ninguna violación ni concede el mérito de ningún reclamo.

El Demandante y los Abogados de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque consideran que: (1) el Demandado ha acordado pagar una cantidad justa, razonable y adecuada considerando la fuerza 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 Agravados. 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. El Demandado Pagará \$1,257,978.50 como la Cantidad Bruta del Acuerdo (Acuerdo Bruto). El Demandado ha acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos Individuales de PAGA, el Pago de Servicio del Representante de la Clase, los honorarios y gastos de abogados de los Abogados de la Clase, los gastos del Administrador, y las sanciones que se pagarán a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés). Suponiendo que la Corte conceda la Aprobación Final, el Demandado financiará el Acuerdo Bruto no más de 30 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 más adelante si los Miembros Participantes de la Clase se oponen al Acuerdo propuesto o si se apela la Sentencia.
2. Deducciones Aprobadas por la Corte del Acuerdo Bruto. En la Audiencia de Aprobación Final, el Demandante y/o los Abogados de la Clase le pedirán a la Corte que apruebe las siguientes deducciones del Acuerdo Bruto, cuyas cantidades serán decididas por la Corte en la Audiencia de Aprobación Final:
 - A. Hasta \$419,326.17 (1/3 del Acuerdo Bruto) a los Abogados de la Clase para los honorarios de abogados y hasta \$30,000.00 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 \$5,000.00 como una Adjudicación del Representante de la Clase por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase. La Adjudicación del Representante de la Clase será el único dinero que el Demandante recibirá aparte del Pago Individual de la Clase y cualquier Pago Individual de PAGA del Demandante.
 - C. Hasta \$8,250.00 al Administrador por servicios de administrar el Acuerdo.
 - D. Hasta \$50,000.00 para las Sanciones de PAGA, asignadas como el 75% al Pago de PAGA de la LWDA y el 25% a los Pagos Individuales de PAGA a los Empleados Agravados sobre la base de sus Períodos de Pago del Período de PAGA.

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

3. Acuerdo Neto Distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por la Corte, el Administrador distribuirá el resto del Acuerdo Bruto (el “Acuerdo Neto”) realizando los Pagos Individuales de la Clase a los Miembros Participantes de la Clase según sus Semanas de Trabajo del Período de la Clase.
4. Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. El Demandante y el Demandado le están pidiendo a la Corte que apruebe una asignación de 1/3 de cada Pago Individual de la Clase a los salarios sujetos a impuestos (“Porción Salarial”) y 2/3 a los intereses y sanciones (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y se declarará en las Formas W-2 del IRS. El Demandado pagará por separado los impuestos sobre la nómina del empleador que adeude sobre la Porción Salarial. Los Pagos Individuales de PAGA se contabilizan como

sanciones y no como salarios para los propósitos 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 el Demandante y el Demandado 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 con un asesor fiscal si 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 Clase y los Pagos Individuales de PAGA mostrará la fecha en que vence el cheque (la fecha de anulación). **Si no lo cobra antes de la fecha de anulación, su cheque se cancelará automáticamente, y el dinero se transmitirá al Fondo de Propiedad No Reclamada del Controlador de California en su nombre, para que usted pueda recuperar los fondos más adelante.**
6. Solicitudes de Exclusión del Acuerdo de la Clase (Optar por la Exclusión). Usted será tratado como un Miembro Participante de la Clase, participando completamente en el Acuerdo de la Clase, a menos de que notifique al Administrador por escrito, a no más tardar el 27 de enero de 2025, que desea excluirse. La manera más fácil de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes del 27 de enero de 2025. La Solicitud de Exclusión debe ser una carta de un Miembro de la Clase o de su representante en la que se indique el nombre del Miembro de la Clase, su dirección actual, su número de teléfono y una declaración simple en la que elija ser excluido del Acuerdo. Los Miembros de la Clase excluidos (es decir, los Miembros de la Clase No Participantes) no recibirán los Pagos Individuales de la Clase, pero conservarán sus derechos a presentar personalmente reclamos por salarios y horarios en contra del Demandado.

Usted no puede optar por excluirse de la porción de PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo de la Clase (Miembros de la Clase No Participantes) siguen siendo elegibles para los Pagos Individuales de PAGA y son requeridos a renunciar a su derecho de afirmar reclamos de PAGA en contra del Demandado según los hechos del Período de PAGA alegados en la Demanda.
7. 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. El Demandante y el Demandado han acordado que, en cualquier caso, el Acuerdo será nulo (el Demandado no pagará ningún dinero y los Miembros de la Clase no liberarán ningún reclamo en contra del Demandado).
8. Administrador. La Corte ha designado a una compañía neutral, CPT Group, Inc. (el “Administrador”) para que envíe este Aviso, calcule y realice los pagos, y procese las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Disputas de los Miembros de la Clase sobre las Semanas de Trabajo, enviará por correo y reenviará 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.
9. Liberación de los Miembros Participantes de la Clase. Una vez que la Sentencia sea definitiva y el Demandado haya completamente financiado el Acuerdo Bruto 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 conforme al Acuerdo. Esto significa que, a menos de que 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 del Demandado o las entidades relacionadas por salarios basados en los hechos del Período de la Clase y sanciones de PAGA basadas en los hechos del Período de PAGA, según se alega en la Demanda y se resuelve por este Acuerdo.

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

Todos los Miembros Participantes de la Clase, en nombre de sí mismos y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan al Demandado, a sus anteriores y actuales compañías matrices, subsidiarias y afiliadas, y a sus respectivos actuales y anteriores funcionarios, directores, principales, herederos, accionistas, agentes, gerentes, empleados, aseguradores, coaseguradores, reaseguradores, abogados, contables, auditores, asesores, representantes registrados, consultores, asesores, planes de pensiones y prestaciones sociales, fiduciarios de planes, administradores, fideicomisarios, socios, predecesores, sucesores, cesionarios y cualquier otra persona que actúe por, a través de, bajo, o en conexión con cualquiera de ellos (“Partes Liberadas”) de cualquiera y todos los reclamos, derechos, demandas, responsabilidades y/o causas de acción federales y de la ley estatal de

California sobre salarios y horarios, que se afirmaron o podrían haberse afirmado sobre la base de los hechos y reclamos alegados en la Demanda, que surgieron durante el Período de la Clase. Excepto como se establece en el Párrafo 6.3 de la Resolución del Acuerdo, los Miembros Participantes de la Clase no renuncian a ningún otro reclamo, incluyendo reclamos por beneficios adquiridos, despido injustificado, violación de la Ley de Equidad en el Empleo y la Vivienda, seguro de desempleo, discapacidad, seguridad social, indemnización laboral, o reclamos basados en hechos que ocurrieron fuera del Período de la Clase. El período de tiempo cubierto por esta liberación reflejará el Período de la Clase.

10. Liberación de PAGA de los Empleados Agraviados. Una vez que la sentencia de la Corte sea definitiva, y el Demandado haya pagado el Acuerdo Bruto (y haya pagado por separado los impuestos sobre la nómina del empleador), todos los Empleados Agraviados no podrán presentar reclamos de PAGA en contra del Demandado, 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, o participar en cualquier otro reclamo de PAGA en contra del Demandado o sus entidades relacionadas basado en los hechos del Período de PAGA alegados en la Demanda y resueltos por este Acuerdo.

Los Empleados Agraviados estarán obligados por la siguiente liberación:

Todos los Miembros Participantes y No Participantes de la Clase que son Empleados Agraviados se considera que liberan, en nombre de sí mismos y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Liberadas de las sanciones civiles que resulten de los reclamos, demandas, derechos, responsabilidades y causas de acción conforme a la PAGA, basadas en los hechos, reclamos, causas de acción o teorías legales alegadas en la Demanda (o en la carta del Demandante a la LWDA fechada el 15 de junio del 2022), o que podrían haber sido alegadas sobre la base de las alegaciones de hecho contenidas en esta, que surgieron durante el Período de PAGA. El período de tiempo cubierto por esta liberación reflejará el Período de PAGA. Esta liberación no incluye los reclamos subyacentes de salarios y horarios de los Empleados Agraviados.

4. **¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?**

1. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo la Cantidad Neta del Acuerdo por el número total de Semanas de Trabajo trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas de Trabajo trabajadas por cada Miembro Participante de la Clase individual.
2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo la parte del 25% de las Sanciones de PAGA (\$12,500.00) 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.
3. Disputas de las Semanas de Trabajo/Períodos de Pago. El número de Semanas de Trabajo de la Clase que usted trabajó durante el Período de la Clase y el número de Períodos de Pago de PAGA que usted trabajó durante el Período de PAGA, según se indica en los registros del Demandado, se indican en la primera página de este Aviso. Usted tiene hasta el 27 de enero de 2025, para disputar el número de Semanas de Trabajo y/o Períodos de Pago que se le acreditaron. Usted puede presentar su disputa firmando y enviando una carta al Administrador por correo, correo electrónico o fax. En la **Sección 9** de este Aviso se encuentra la información de contacto del Administrador.

Usted necesita apoyar su disputa enviando copias de los talones de pago u otros registros. El Administrador aceptará el cálculo del Demandado de Semanas de Trabajo y/o Períodos de Pago basado en los registros del Demandado 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 Semanas de Trabajo y/o Períodos de Pago 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 del Demandado. La decisión del Administrador es definitiva. 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 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 Agravado 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, número de teléfono y una declaración simple de que no desea participar en el Acuerdo. 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 *Juan David Arreola Carrillo vs. KPS Global, LLC*, Caso Número 22STCV19527 de la Corte Superior de Los Ángeles, e incluir sus datos de identificación, (su nombre completo, dirección, número de teléfono, las fechas aproximadas de empleo, y el número de seguro social para los propósitos de verificación). Usted debe presentar la solicitud por sí mismo. Si otra persona hace la solicitud por usted, no será válida. **Usted debe enviar al Administrador su solicitud para ser excluido antes del 27 de enero de 2025, 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. Antes de decidir si desea objetar, tal vez desee ver lo que la Demandante y el Demandado le están pidiendo a la Corte que apruebe. Al menos 16 días hábiles antes del 11 de marzo del 2025, (Audiencia de Aprobación Final), los Abogados de la Clase y/o el Demandante presentarán ante la Corte (1) una Petición de Aprobación Final que incluye, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Petición de Honorarios, Gastos de Litigio y una Adjudicación de Servicio declarando (i) la cantidad que los Abogados de la Clase están solicitando para los honorarios de abogados y gastos de litigio; y (ii) la cantidad que el Demandante está solicitando como la Adjudicación de Servicio del Representante de la Clase. Una vez que lo soliciten razonablemente, los Abogados de la Clase (cuya información de contacto se indica 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 en www.cptgroupcaseinfo.com/kpsglobalsettlement o el sitio web de la Corte (<http://www.lacourt.org/casesummary/ui/index.aspx>) e ingresar el Número de Caso para la Demanda, Caso Número 22STCV19527.

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, los Gastos de Litigio y una Adjudicación de Servicio puede desear objetar, por ejemplo, que el Acuerdo propuesto no es justo, o que las cantidades solicitadas por los Abogados de la Clase o el Demandante son demasiado altas o demasiado bajas. **La fecha límite para enviar objeciones por escrito al Administrador es el 27 de enero de 2025.** 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 (*Juan David Arreola Carrillo vs. KPS Global, LLC*, Caso Número 22STCV19527 de la Corte Superior de Los Ángeles) e incluir su nombre, su dirección actual, número de teléfono y las fechas aproximadas de empleo para el Demandado 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 11 de marzo del 2025 a las 11:00 a.m. en el Departamento 14 de la Corte Superior de Los Ángeles, ubicada en 312 North Spring Street, Los Angeles, CA 90012. En la Audiencia, el juez decidirá si concede la Aprobación Final del Acuerdo y qué parte del Acuerdo Bruto se pagará a los Abogados de la Clase, al Demandante 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 LACourtConnect (<https://my.lacourt.org/laccwelcome>). Consulte el sitio web de la Corte para obtener la información más actualizada.

Es posible que la Corte reprogramme la Audiencia de Aprobación Final. Usted debe consultar el sitio web del Administrador en www.cptgroupcaseinfo.com/kpsglobalsettlement 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 el Demandado y el Demandante han prometido hacer conforme al Acuerdo propuesto. La manera más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web del Administrador www.cptgroupcaseinfo.com/kpsglobalsettlement. 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 ingresando a (<http://www.lacourt.org/casesummary/ui/index.aspx>) y escribiendo el Número de Caso de la Demanda, Caso No. 22STCV19527. Usted también puede hacer una cita para revisar personalmente los documentos de la corte en la Oficina del Secretario en la Corte Stanley Mosk llamando al (213) 830-0800.

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

Abogados de la Clase:

HAINES LAW GROUP, APC

Paul K. Haines (phaines@haineslawgroup.com)

Fletcher W. Schmidt (fschmidt@haineslawgroup.com)

Andrew J. Rowbotham (arowbotham@haineslawgroup.com)

Susan J. Perez (sperez@haineslawgroup.com)

2155 Campus Drive, Suite 180

El Segundo, CA 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

Administrador del Acuerdo:

Carrillo vs. KPS Global, LLC, c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

Tel: 1-888-965-6984

Fax: 949-419-3446

Correo Electrónico: kpsglobalsettlement@cptgroup.com

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

Si usted pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que usted solicite un reemplazo antes de la fecha de anulación que se indica en el anverso del cheque original. **Por favor, asegúrese de comunicarse con el Administrador del Acuerdo antes de la fecha de anulación, de lo contrario su cheque será anulado y transmitido al Fondo de Propiedad No Reclamada del Contralor de California en su nombre, para que pueda recuperar los fondos más adelante.**

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.

CASE NAME: CARRILLO v KPS GLOBAL

Date: December 11, 2024
Requesting Attorney: Andrew Rowbotham
Plaintiff or Defense: Plaintiff
Firm Name: Haines Law Group
Telephone: (424) 292-2354
Email: arowbotham@haineslawgroup.com

All-In Settlement

Class Size: 511
Opt-Out Rate: 1.5%
No. of Checks Issued: 503
Postage Total: \$919.37
Grand Total: \$14,876.27

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. Notice to be Translation into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	5	\$475.00
Programming: Data Base Setup	\$150.00	5	\$750.00
Spanish Translation	\$1,200.00	1	\$1,200.00
TOTAL			\$2,425.00

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 in 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)	\$135.00	1	\$135.00
Print & Mail Notice Packets	\$1.50	511	\$766.50
First-Class Postage (up to 2 oz.)*	\$0.97	511	\$495.67
TOTAL			\$1,587.17

*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 Remailled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	31	\$15.50
Skip Trace for Best Address	\$1.00	27	\$27.00
Print & Remail Notice Packets	\$1.50	25	\$37.50
First-Class Postage (up to 2 oz.)	\$0.97	25	\$24.25
TOTAL			\$164.25

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	8	\$15.33
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.69	1	\$0.69
Review & Process Deficiency Responses	\$10.00	1	\$10.00
TOTAL			\$332.52

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	103	\$309.00
TOTAL			\$609.00

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	503	\$50.33
TOTAL			\$485.33

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	503	\$1,258.34
First-Class Postage (up to 1 oz.)*	\$0.69	503	\$347.30
TOTAL			\$3,595.64

*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	40	\$20.00
Skip Trace for Best Address	\$1.00	40	\$40.00
Remail Undeliverable Checks	\$2.50	36	\$90.00
First-Class Postage (up to 1 oz.)	\$0.69	36	\$24.84
Re-Issue Checks as Required	\$5.00	26	\$130.00
First-Class Postage (up to 1 oz.)	\$0.69	26	\$17.94
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			\$4,862.78

*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	106	\$15.90
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.68	1	\$8.68
Add'l Account Recons	\$150.00	3	\$450.00
TOTAL			\$814.58

GRAND TOTAL \$14,876.27

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.

CASE NAME: CARRILLO v KPS GLOBAL

Date: April 20, 2023
Requesting Attorney: Andrew Rowbotham
Plaintiff or Defense: Plaintiff
Firm Name: Haines Law Group
Telephone: (424) 292-2354
Email: arowbotham@haineslawgroup.com

All-In Settlement

Class Size: 350
Opt-Out Rate: 1.5%
No. of Checks Issued: 345
Postage Total: \$529.71
Grand Total: \$12,320.06

DISCOUNTED FLAT FEE: \$8,250.00

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. Notice to be Translation into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	3	\$285.00
Programming: Data Base Setup	\$150.00	3	\$450.00
Spanish Translation	\$1,200.00	1	\$1,200.00
TOTAL			\$1,935.00

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 in 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)	\$135.00	1	\$135.00
Print & Mail Notice Packets	\$1.50	350	\$525.00
First-Class Postage (up to 2 oz.)*	\$0.81	350	\$283.50
TOTAL			\$1,133.50

*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 Remailled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	21	\$10.50
Skip Trace for Best Address	\$1.00	18	\$18.00
Print & Remail Notice Packets	\$1.50	16	\$24.00
First-Class Postage (up to 2 oz.)	\$0.81	16	\$12.96
TOTAL			\$125.46

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	5	\$10.50
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			\$327.60

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	70	\$210.00
TOTAL			\$510.00

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	345	\$34.48
TOTAL			\$469.48

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	345	\$861.88
First-Class Postage (up to 1 oz.)*	\$0.60	345	\$206.85
TOTAL			\$3,058.73

*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	28	\$14.00
Skip Trace for Best Address	\$1.00	28	\$28.00
Remail Undeliverable Checks	\$2.50	25	\$62.50
First-Class Postage (up to 1 oz.)	\$0.60	25	\$15.00
Re-Issue Checks as Required	\$5.00	18	\$90.00
First-Class Postage (up to 1 oz.)	\$0.60	18	\$10.80
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			\$4,760.30

*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	\$12,320.06
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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.