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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF LOS ANGELES**  
9

10 HEATHER-ANN MONTERO, as an individual  
11 and on behalf of all others similarly situated,

12 Plaintiff,

13 vs.  
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15 BISCO INDUSTRIES, INC., an Illinois  
16 corporation; and DOES 1 through 100, inclusive,

17 Defendant.  
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Case No.: 23STCV00918

**DECLARATION OF KAYLIE O'CONNOR  
ON BEHALF OF CPT GROUP, INC. THE  
SETTLEMENT ADMINISTRATOR**

Date: July 9, 2025

Time: 10:00 a.m.

Dept.: SSC-10

Action Filed: January 13, 2023

Trial Date: None Set

## **DECLARATION OF KAYLIE O'CONNOR**

I, Kaylie O'Connor, declare as follows:

1. I am employed as a Senior Case Manager for CPT Group, Inc. (“CPT”), the Court-approved class action Settlement Administrator for the above referenced case. I have personal knowledge of the facts set forth in this declaration and, if called upon to testify, I could and would testify competently to such facts.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past 30 plus years, we have provided notification and/or settlement administration services in thousands of class action cases. CPT was selected by both parties to provide notice of the settlement. In this capacity, CPT was charged with administering the settlement terms and conditions detailed herein, included but not limited to: (a) preparing, printing and mailing the *Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval Settlement* (hereinafter referred to as “Notice”); (b) processing undeliverable mail and locating updated addresses for Class Members; (c) establishing and maintaining a toll-free case hotline and email address to receive Class Member calls and emails; (d) establishing and maintaining an internet website to post important case information; (e) processing Class Members’ inquiries about the Notice, Requests for Exclusion, and Objections; (f) providing the parties weekly updates during the response period; (g) calculating and mailing Individual Settlement Payment checks to Participating Class Members as well as completing any associated tax withholding and reporting to the State and Federal tax authorities; (h) preparing W-2 and 1099 Forms for each Class Member’s Individual Settlement Payment; and (i) other such duties set forth in the Settlement Agreement, subject to the Court’s approval.

3. CPT received the Court-approved text for the Notice from Class Counsel on February 4, 2025. CPT prepared a draft of the formatted Notice consisting of a 6-page Notice. Attached hereto as Exhibit A is a true and correct copy of the Notice sent to Class Members.

4. On February 17, 2025, and March 4, 2025, Defense Counsel provided CPT with data files containing the Class Members' names, last-known mailing addresses, phone numbers, social security numbers, number of Class Period Workweeks, number of PAGA Pay Periods, and any

1 amounts paid as a Pick-Up-Stix Payment. The finalized Class List contained 496 Class Members  
2 (“Original Class Members”).

3 5. Defense Counsel informed CPT that the escalator clause in Paragraph 3.1.1 of the  
4 Settlement Agreement had been triggered due to the total workweeks exceeding the 55,305 threshold  
5 in the Settlement Agreement. Defense Counsel further informed CPT that Defendant had elected to  
6 shorten the Class Period by one week, from August 31, 2024 to August 23, 2024, which, based on  
7 Defendant’s records, reduced the total workweeks to 55,291. The truncation of the Class Period did  
8 not result in any change to the number of Class Members.

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

13 7. The Notices were enclosed in envelopes with the names and known addresses printed  
14 on them. On March 7, 2025, the Notices were mailed via U.S. First-Class mail to all Class Members.  
15 The Notices informed Class Members that the deadline to submit requests for exclusion, disputes or  
16 objections was May 6, 2025 (“Response Deadline”).

17 8. As of the date of this declaration, 4 Notices have been returned to our office by the  
18 U.S. Postal Service. For the Notices returned from the post office without a forwarding address, CPT  
19 attempted to locate a current mailing address using Accurant, one of the most comprehensive address  
20 databases available for skip tracing. Accurant utilizes hundreds of different databases supplied by  
21 credit supporting agencies, public records, and a variety of other national databases.

22 9. As a result of skip trace efforts or class members requests, a total of 7 Notices were  
23 re-mailed to Class Members. In addition, 3 Notices were forwarded by the U.S. Postal Service. As  
24 of the date of this declaration, no Notices have been deemed undeliverable with no forwarding address  
25 and where no new address could be found through skip trace.

26 10. As of the date of this declaration, CPT has received no written objections to the  
27 Settlement.

28 11. As of the date of this declaration, CPT has received no requests for exclusion from the

1 settlement.

2 12. As of the date of this declaration, CPT has received 2 Class Member workweek  
3 disputes, which were reviewed and approved by Defense Counsel.

4 13. On May 31, 2025, Class Counsel informed CPT there was an Additional Class  
5 Member who had been inadvertently excluded from the Class List (“Additional Class Member”).

6 14. On June 4, 2025, Defense Counsel provided CPT with a data file containing the name,  
7 last-known mailing address, phone number, social security number, number of Class Period  
8 Workweeks, number of PAGA Pay Periods, and amounts paid as a Pick-Up-Stix Payment for the  
9 Additional Class Member, as well as updated workweek information for the Original Class Members.

10 15. After updating the workweek information for the Original Class Members and adding  
11 the Additional Class Member to the Class List, it was determined that the escalator clause in  
12 Paragraph 3.1.1 of the Settlement Agreement had been triggered again, as the total number of class  
13 Workweeks is 56,533, which exceeds the estimated workweeks by 6,256 workweeks, or 12.44%.

14 16. Pursuant to the terms of the Settlement Agreement, the Defendant elected to  
15 proportionally increase the Gross Settlement Amount by 2.44% or \$183,229.91.

16 17. As of the date of this declaration, CPT reports that a total of 497 Class Members will  
17 be issued an Individual Class Payment, representing a 100% participation rate.

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

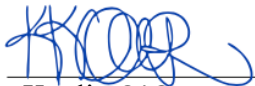
|    |                                                         |                       |
|----|---------------------------------------------------------|-----------------------|
| 21 | <b>Gross Settlement Amount (Inclusive of Escalator)</b> | <b>\$7,683,229.91</b> |
| 22 | Less Class Counsel Fees                                 | \$2,561,076.64        |
| 23 | Less Class Counsel Litigation Expenses                  | \$32,037.23           |
| 24 | Less Class Representative Service Payment               | \$10,000.00           |
| 25 | LWDA PAGA Payment                                       | \$187,500.00          |
| 26 | Less Settlement Administration Costs                    | \$10,000.00           |
| 27 | <b>PAGA Payment to Aggrieved Employees</b>              | <b>\$62,500.00</b>    |
| 28 | <b>Net Settlement Amount</b>                            | <b>\$4,820,116.04</b> |

1           19.       A total of 497 Class Members will be paid their portion of the Net Settlement Amount.  
2 First, each of the 189 Participating Class Members who were not a Pick-Up-Stix Class Member will  
3 be awarded \$500.00 from the Net Settlement Amount (“Non-Pick-Up-Stix Member Payment”). Each  
4 Participating Class Member’s share of the remainder of the Net Settlement Amount is proportional  
5 to the number of Workweeks he or she worked during the Class Period. According to Defendant’s  
6 records, Class Members in aggregate worked a total of 56,533 Workweeks during the Class Period.  
7 Each Workweek is accordingly valued at \$83.60. The average gross Individual Class Payment,  
8 inclusive of the Non-Pick-Up-Stix Member Payment and prior to the deduction of applicable payroll  
9 taxes is \$9,698.42, the highest is \$24,574.03 and the lowest is \$83.60. Altogether, 87 Class Members  
10 will receive Gross Awards, inclusive of both Individual Class and PAGA Payments, in excess of  
11 \$20,000.00.

12           20.       A total of 362 Aggrieved Employees will be paid their portion of the PAGA Payment.  
13 Each Aggrieved Employee’s share of the PAGA Payment will be proportional to the number of Pay  
14 Periods he or she worked during the PAGA Period. According to Defendant’s records, Aggrieved  
15 Employees in aggregate worked a total of 29,025 Pay Periods during the PAGA Period. Each Pay  
16 Period is accordingly valued at approximately \$2.15. The average Individual PAGA Payment is  
17 \$172.65, the highest is \$295.00 and the lowest is \$2.15.

18           21.       CPT will charge a total of \$10,000.00 in costs associated with the administration of  
19 the settlement. This includes all costs incurred to date, as well as estimated costs involved in  
20 completing the settlement. A true and correct copy of CPT’s bid is attached hereto as Exhibit B.  
21

22           I declare under penalty of perjury under the laws of the State of California that the foregoing  
23 is true and correct and at this declaration is executed this 11<sup>th</sup> day of June 2025 at Irvine, California.  
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25   
26 Kaylie O’Connor  
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# EXHIBIT A

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

*Heather-Ann Montero vs. Bisco Industries, Inc., Los Angeles Superior Court Case No. 23STCV00918*

***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 English.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Bisco Industries, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Heather-Ann Sisson (née Montero) (“Plaintiff”), and seeks payment of unpaid minimum and overtime wages, meal and rest period premium wages, unreimbursed necessary business expenses, wage statement penalties, and waiting time penalties for Class Members (defined as all current and former employees of Defendant in California who worked at any time between January 13, 2019, and August 23, 2024 (the “Class Period”)); and penalties under the California Private Attorney General Act (“PAGA”) for all Aggrieved Employees (defined as all current and former employees of Defendant in California who worked at any time between January 13, 2022, and August 23, 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 \$«EstSettAmt» (less withholding) and your Individual PAGA Payment is estimated to be \$«EstPAGAAmt»**. 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 «PAGAPeriods» pay periods** during the PAGA Period. Additionally, Defendant’s records reflect that you «DID\_DIDNOT» previously cash the check for \$500 that was offered to you in approximately February 2024 (these \$500 checks are referred to herein as the “Individual Release Offers”). If you believe that any of this information is incorrect, 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. However, if you previously cashed the \$500 Individual Release Offer, your decision to opt-out of the Settlement will have no impact on the enforceability of the release of liability associated with the Individual Release Offer. 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**

|                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                                               | 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).                                                                                                                                                                                                                                                                                                                                                                            |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is May 6, 2025</b>                                        | 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.<br><br>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). |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by May 6, 2025</b> | 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.                  |
| <b>You Can Participate in the July 9, 2025 Final Approval Hearing</b>                                                                                               | The Court's Final Approval Hearing is scheduled to take place on July 9, 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.                                                                                                                                                                                                                                              |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b><br><br><b>Written Challenges Must be Submitted by May 6, 2025</b>                            | 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 May 6, 2025. See Section 4 of this Notice.                                                                                                                                   |

**1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay all minimum wages, overtime wages, failing to provide meal periods, rest periods, failing to reimburse all necessary business expenses, and failing to provide 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, and Andrew J. Rowbotham 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 end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("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 \$7,500,000.00 as the Gross Settlement Amount (“Gross Settlement”). This amount includes \$153,500 that has already been paid to Settlement Class Members through the Individual Release Offers, which will be retained by any Settlement Class Member who cashed the Individual Release Offer. Defendant has agreed to deposit the remaining \$7,346,500 of 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 fifteen (15) calendar days after the Judgment entered by the Court becomes final.
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 \$2,500,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$50,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
  - D. Up to \$250,000.00 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 first allocating \$500 to each Participating Class Member who did not previously cash the \$500 Individual Release Offer to first place all Participating Class Members on equal footing, and then allocating the remaining Net Settlement 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 twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) 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 don’t cash it by the void date, your check will be automatically cancelled, and the monies will be disbursed to the California Controller’s Unclaimed Property Fund in the name of the Class Member or PAGA Group member.**
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 May 6, 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 May 6, 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. However, if you previously cashed the \$500 Individual Release Offer, you will be entitled to retain that money but your decision to opt-out of the Settlement will have no impact on the

enforceability of the release of liability associated with the Individual Release Offer, which may impact your ability 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 release Defendant, its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), parents and attorneys (“Released Parties”) from any and all federal, state and local law claims, rights, demands, liabilities, and causes of action, asserted in the First Amended Complaint, or that reasonably could have been alleged in the First Amended Complaint based upon or arising out of the facts alleged therein, including causes of action for: (1) failure to pay minimum wages for all hours worked; (2) claims related to the regular rate calculation; (3) failure to pay overtime compensation; (4) failure to provide meal periods and pay meal period premiums; (5) failure to authorize and permit rest breaks and pay rest period premiums; (6) failure to indemnify necessary business expenses; (7) failure to timely pay all final wages during employment and at termination; (8) failure to provide accurate itemized wage statements; (9) unfair and unlawful competition based on the Labor Code violations alleged in (1)-(9); (10) unpaid expense reimbursements, and (11) all claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure §1021.5, and/or Civil Code §§ 3287(b) and 3289. 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 the Released Parties from all claims for civil penalties under PAGA that was alleged in the Complaint and/or in the PAGA Notice, or that reasonably could have been alleged in the Complaint and/or the PAGA Notice, based upon or arising out of the facts alleged in the Complaint or in the PAGA Notice.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) first allocating \$500 to each Participating Class Member who did not previously cash the \$500 Individual Release Offer, then (b) dividing the remaining Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (c) 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 (\$62,500.00) 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, along with an indication of whether Defendants records show that you previously cashed the \$500 Individual Release Offer. You have until May 6, 2025, to challenge the number of Workweeks and/or Pay Periods credited to you, or the fact of whether you cashed the \$500 Individual Release Offer. 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 *Heather-Ann Montero vs. Bisco Industries, Inc.*, Los Angeles Superior Court Case No. 23STCV00918, 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 May 6, 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 July 9, 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 Payment 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 Payment. 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 <https://www.cptgroupcaseinfo.com/MonteroClassActionSettlement> or the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV00918.

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 Payment 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 May 6, 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 (*Heather-Ann*

*Montero vs. Bisco Industries, Inc.*, Los Angeles Superior Court Case No. 23STCV00918) 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 July 9, 2025, at 10:00 a.m., in Department SSC-10 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/MonteroClassActionSettlement](http://www.cptgroupcaseinfo.com/MonteroClassActionSettlement) 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/MonteroClassActionSettlement](http://www.cptgroupcaseinfo.com/MonteroClassActionSettlement). 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. 23STCV00918. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0803.

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

### Class Counsel:

#### **HAINES LAW GROUP, APC**

Paul K. Haines ([phaines@haineslawgroup.com](mailto:phaines@haineslawgroup.com))  
Fletcher W. Schmidt ([fschmidt@haineslawgroup.com](mailto:fschmidt@haineslawgroup.com))  
Andrew J. Rowbotham ([arowbotham@haineslawgroup.com](mailto:arowbotham@haineslawgroup.com))  
2155 Campus Drive, Suite 180  
El Segundo, California 90245  
Tel: (424) 292-2350  
Fax: (424) 292-2355

### Settlement Administrator:

*Montero v. Bisco Industries, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Toll-Free: 1-888-324-5730  
Email: [MonteroClassActionSettlement@cptgroup.com](mailto:MonteroClassActionSettlement@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 the monies will be disbursed to the California Controller's Unclaimed Property Fund in your name.**

## **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.

# EXHIBIT B

## CASE NAME: MONTERO v BISCO INDUSTRIES, INC.

**Requesting Attorney:** Aden M. Khachadorian

**Plaintiff or Defense:** Plaintiff

**Firm Name:** Haines Law Group

**Telephone:** (424) 292-0734

**Email:** akhachadorian@haineslawgroup.com

**Date:** August 28, 2024

**Prepared By:** Ryan Schley, Esq.

50 Corporate Park, Irvine CA 92606

Ryan@CPTGroup.com

**Direct Number:** (949) 358-0404

**Main Number:** (800) 542-0900

### PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

|                                           |                                          |
|-------------------------------------------|------------------------------------------|
| <b>Class Size:</b> 500                    | <b>Undeliverable Mail Rate:</b> 8%       |
| <b>Opt-Out Filing Rate:</b> 1.5%          | <b>Payment Option:</b> Check             |
| <b>No. of Checks Issued:</b> 493          | <b>Unclaimed Funds:</b> SCO              |
| <b>Language Translation Services:</b> No  | <b>Postage Total:</b> \$742.50           |
| <b>Settlement Website:</b> Static Website | <b>Grand Total:</b> \$14,407.13          |
| <b>Notice Procedures:</b> Mail            | <b>CPT'S DISCOUNTED FEE:</b> \$10,000.00 |

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

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

## CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the Class Notice. Each Class Member will receive a unique mailing ID that will be utilized for all administrative purposes. The Settlement website will publish the full Notice and all relevant case documents for downloading.

| 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          |
| Static Website                        | \$500.00   | 1            | \$500.00          |
| <b>Sub Total:</b>                     |            |              | <b>\$1,725.00</b> |

## DIRECT MAIL NOTIFICATION

CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. A detailed notice and a one-page opt-out form will be mailed.

| 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          |
| XML Lex ID Skip Trace                    | \$0.85     | 50           | \$42.50           |
| Print & Mail Notice Packets              | \$1.00     | 500          | \$500.00          |
| First-Class Postage (up to 1 oz.)*       | \$0.69     | 500          | \$345.00          |
| <b>Sub Total:</b>                        |            |              | <b>\$1,212.50</b> |

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

## PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 8% of the notices are returned as undeliverable. Upon notification from USPS, CPT performs a skip trace to locate a current address. Typically, 70% of the undeliverable notice packets are eligible for remail with an updated address.

| ADMINISTRATIVE TASKS               | UNIT PRICE | PIECES/HOURS | COST ESTIMATE   |
|------------------------------------|------------|--------------|-----------------|
| Clerical Staff                     | \$60.00    | 1            | \$60.00         |
| Update Undeliverable Mail Database | \$0.50     | 40           | \$20.00         |
| Skip Trace for Best Address        | \$1.00     | 36           | \$36.00         |
| Print & Remail Notice Packets      | \$1.00     | 28           | \$28.00         |
| First-Class Postage (up to 2 oz.)  | \$0.69     | 28           | \$19.32         |
| <b>Sub Total:</b>                  |            |              | <b>\$163.32</b> |

## OPT-OUT PROCESSING

CPT will thoroughly examine the submissions to identify and remove any duplicates, fraudulent responses, or otherwise invalid submissions. CPT will process and verify opt-outs, objections, and other responses submitted by class members. Deficient responses will be sent a follow-up notice, offering the class member a chance to cure.

| ADMINISTRATIVE TASKS                    | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|-----------------------------------------|------------|--------------|---------------|
| Programming: De-duplication/Scrubbing   | \$150.00   | 4            | \$600.00      |
| Project Manager: Validate Opt-Outs      | \$95.00    | 1            | \$95.00       |
| Clerical Staff                          | \$60.00    | 1            | \$60.00       |
| Opt-Out Processing                      | \$2.50     | 8            | \$18.75       |
| 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       |
| Sub Total:                              |            |              | \$785.94      |

## CLASS MEMBER SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the 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     | 100          | \$300.00      |
| Sub Total:                       |            |              | \$600.00      |

## SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholdings processes.

| 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     | 493          | \$49.25       |
| Sub Total:                               |            |              | \$484.25      |

## DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon Final Approval, CPT will perform the required settlement payment calculations, and once approved by the parties, CPT will issue a (MICR) check to all eligible claimants. CPT will also issue an IRS Form 1099 and/or IRS Form W2 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

| 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     | 493          | \$1,231.25    |
| First-Class Postage (up to 1 oz.)          | \$0.69     | 493          | \$339.83      |
| Project Supervisor: Account Reconciliation | \$150.00   | 12           | \$1,800.00    |
| Update Undeliverable Checks Database       | \$0.50     | 25           | \$12.31       |
| Skip Trace for Best Address                | \$1.00     | 25           | \$24.63       |
| Remail Undeliverable Checks                | \$2.50     | 22           | \$55.00       |
| First-Class Postage (up to 1 oz.)          | \$0.69     | 22           | \$15.18       |
| Re-Issue Checks as Required                | \$5.00     | 20           | \$100.00      |
| First-Class Postage (up to 1 oz.)          | \$0.69     | 20           | \$13.80       |
| Sub Total:                                 |            |              | \$5,581.99    |

## TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

| ADMINISTRATIVE TASKS                        | UNIT PRICE | PIECES/HOURS | COST ESTIMATE     |
|---------------------------------------------|------------|--------------|-------------------|
| 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          |
| <b>Sub Total:</b>                           |            |              | <b>\$3,040.00</b> |

\*CPT will file Federal and California taxes in accordance with 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     | 103          | \$15.45         |
| 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        |
| <b>Sub Total:</b>                       |            |              | <b>\$814.13</b> |

**Total Administration Costs: \$14,407.13**

**Courtesy Discount: -\$4,407.13**

**CPT'S DISCOUNTED FLAT FEE: \$10,000.00**

# TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. (“**CPT**”) to Client. Each of Client and CPT is a “**Party**” to this Agreement, and collectively, the “**Parties**”.

## 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) “**Agreement**” means these Terms and Conditions and the Bid.
- c) “**Applicable Laws**” means all applicable local, state and federal laws, ordinances, rules and regulations.
- d) “**Approved Bank**” means any financial institution that is insured by the Federal Deposit Insurance Corporation.
- e) “**Bid**” means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
- f) “**Case**” means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
- g) “**Class**” means Members and putative Members collectively.
- h) “**Client**” means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
- 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(s) 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) “**Member**” means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
- o) “**Member Content**” means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
- p) “**Member Data**” means proprietary or personal data regarding Members under this Agreement.
- q) “**Parties To The Case**” shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
- r) “**Plaintiff**” means the named party and/or parties in the Case who are bringing the action.
- s) “**Plaintiff Counsel**” means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
- t) “**Products**” means any and all CPT Services and work product resulting from Services.

- u) “**Qualified Settlement Fund**” or “**QSF**” means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
  - v) “**Service**” means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF 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.
  - 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 Members.
  - x) “**Settlement Amount**” means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
  - y) “**Software**” means any and all of CPT’s software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
  - z) “**Transmission Methods**” means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
  - aa) “**Term**” means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
  - bb) “**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 and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disenable codes which could adversely affect Member 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. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member 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 Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party’s systems (items (i) and/or (ii) a “**Security Incident**”), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
  - b) b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such Party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.

6. **Qualified Settlement Fund Account.** When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. 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 for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid 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% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. 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. In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account.
8. **Term and Termination.**
  - a) **Term.** The Term is set forth in the Bid. 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 written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally inputted into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member 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.
9. **Confidentiality.** Each Party 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.** CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member 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 Member 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 GROSS NEGLIGENCE OR 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 FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE 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 the 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, 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 as set forth on the Bid 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 may use subcontractors to perform Client-specific Services; provided however, that 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) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.