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

ERIC PRADO, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

WILWOOD ENGINEERING, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 2023CUOE015773

*[Assigned for all purposes to the Hon.
Benjamin F. Coats, Dept. 43]*

**DECLARATION OF TANNER
NICODEMUS IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 15, 2025

Time: 8:35 a.m.

Dept.: 43

Action Filed: October 24, 2023

Trial Date: None Set

1 I, Tanner Nicodemus, declare as follows:
2

3 1. I am a Case Manager for CPT Group, Inc. (“CPT”), the Court-approved class
4 action Settlement Administrator for *Prado v. Wilwood Engineering*. I have personal knowledge
5 of the facts set forth in this declaration and, if called upon to testify, I could and would testify
6 competently to such facts.

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

- 13 a) preparing, printing and mailing the Notice of Class Action Settlement
14 (herein referred to as “Notice Packet”);
 - 15 b) processing undeliverable mail and locating updated addresses for Class Members;
 - 16 c) establishing and maintaining a toll-free case hotline where Class Members can speak
17 to case representatives regarding case specific questions;
 - 18 d) receiving inquiries and other communications about the settlement;
 - 19 e) processing Class Members’ inquiries about the Notice Packet, and Disputes,
20 Requests for Exclusion, and Objections;
 - 21 f) providing Class Counsel and Counsel for Defendant a declaration attesting to the
22 completion of the notice process, in addition to weekly updates during the response
23 period;
 - 24 g) establishing and administering a qualified settlement fund to disburse all settlement
25 payments;
 - 26 h) calculating Individual Settlement Payments for each Class Member;
- 27
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1 i) issuing and distributing Class Counsel's Fees and Costs, the Named Plaintiff's Class
2 Representative Enhancement Payment, the LWDA Payment and Individual
3 Settlement Payments to Class Members;

4 j) completing any associated tax withholding and reporting to the State and Federal tax
5 authorities;

6 3. CPT received the Court-approved text for the Notice Packet from Counsel on
7 October 30, 2024.

8 4. CPT prepared a draft of the Notice Packet for mailing to the Class Members
9 consisting of a 5-page Notice of Class Action Settlement and a 1-page Dispute Form in English
10 and Spanish. CPT received approval from the Parties and a sufficient number of Notice Packets
11 were printed according to the anticipated class size. Attached hereto as Exhibit "A" is a true and
12 correct copy of the Notice Packet.

13 5. On November 13, 2024, CPT received a data file from Defendant containing
14 each Class Member's names, last known addresses, phone numbers, social security numbers,
15 dates of employment, and information sufficient to calculate weekly pay periods. The mailing
16 list contained three hundred forty-five (345) Class Members, of which three hundred forty-five
17 (345) are also PAGA eligible as Aggrieved Employees.

18 6. On November 25, 2024, CPT conducted a National Change of Address (NCOA)
19 search in an attempt to update the class list of addresses as accurately as possible. A search of
20 this database provides updated addresses for any individual who has moved in the previous four
21 years and notifies the U.S. Postal Service of their change of address. As a result of the NCOA,
22 CPT was able to locate twelve (12) new or updated addresses.

23 7. The Notice Packets were enclosed in envelopes with the names and known
24 addresses printed on them. On November 27, 2024, the Notice Packets were mailed via U.S.
25 First-Class mail to all Class Members. The deadline to submit disputes, requests for exclusion
26 or objections was January 27, 2025.
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1 8. As of this date, twenty-seven (27) Notices have been returned by the post office
2 and two (2) have been forwarded directly by the U.S. Postal Service to a forwarding address.
3 For the Notice Packets returned from the post office without a forwarding address, CPT
4 attempted to locate a current mailing address using Accurant, one of the most comprehensive
5 address databases available for skip tracing. Accurant utilizes hundreds of different databases
6 supplied by credit supporting agencies, public records, and a variety of other national databases
7 to locate current mailing addresses.

8 9. As a result of a forwarding address, skip trace efforts and Class Member request,
9 a total of four (4) Notice Packets were re-mailed to Class Members. As of the date of this
10 declaration, twenty-four (24) Notice Packets remain undeliverable with no forwarding address
11 and no new correct mailing address through skip trace.

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

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

15 12. As of the date of this declaration, CPT has not received any written requests for
16 exclusion.

17 13. Pursuant to the Settlement Agreement, the Individual PAGA Settlement
18 Payments will be made to all Class Members, including individuals who Request Exclusion
19 from the Settlement if they are PAGA Members.

20 14. Since it has not received any written requests for exclusion from the settlement,
21 CPT will report that a total of three hundred forty-five (345) Class Members will be issued an
22 Individual Settlement Payment, which represents a 100.00% participation rate.

23 15. Pursuant to the Settlement Agreement, if the number of total weekly pay periods
24 worked by Settlement Class members during the Class Period, as reported to the Settlement
25 Administrator following preliminary approval, is more than 10% greater than this figure (i.e., if
26 there are 24,501 or more total weekly pay periods), Defendant will have the option to: (1)
27 increase the Maximum Settlement Amount on a proportional basis according to the percentage
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1 increase in weekly pay periods above 10% (i.e., if there was 15% increase in pay periods,
2 Defendant would increase the Maximum Settlement Amount by 5%); or (2) cut the Class Period
3 and PAGA Period off as of the date before the 24,501 weekly pay period threshold is triggered.
4 The Class consisted of 24,550.16 Class Pay Periods so the escalator clause was triggered.

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

8	Gross Settlement Amount	\$450,000.00
9		
10	Escalator Clause	\$990.00
11	Revised Gross Settlement Amount	\$450,990.00
12	Less Attorneys' Fees (Requested)	- \$150,330.00
13	Less Attorneys' Expenses (Requested)	- \$28,638.64
14	Less Enhancement Payment to Plaintiff (Requested)	- \$5,000.00
15	Less PAGA Payment to the LWDA	- \$22,500.00
16	Less PAGA Fund to Aggrieved Employees	- \$7,500.00
17	<u>Less Settlement Administration Costs</u>	<u>- \$10,000.00</u>
18		
19	Remaining Net Settlement Amount	\$227,021.36

20 17. Prior to the deduction of employee-side state and federal taxes, the average
21 settlement payment is estimated to be \$658.03. The highest settlement payment is estimated to
22 be \$832.25 and the lowest estimated payment is \$1.29.

23 18. Prior to the deduction of employee-side state and federal taxes, the average
24 PAGA payment is estimated to be \$21.74. The highest PAGA payment is estimated to be
25 \$27.49 and the lowest estimated payment is \$0.04.

26 19. CPT will charge a total of \$10,000.00 in costs associated with the administration
27 of the settlement. This includes all costs incurred to date, as well as estimated costs involved in
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1 completing the settlement. Attached hereto as Exhibit "B" is a true and correct copy of CPT's
2 invoice.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct and that this declaration is executed this 20th day of March 2025 at
5 Irvine, California.
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7 *Tanner Nicodemus*

8 **Tanner Nicodemus**
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EXHIBIT A

CORTE SUEPRIOR DEL ESTADO DE CALIFORNIA

CONDADO DE VENTURA

ERIC PRADO, como un individuo y en nombre de
todos los demás situados de manera similar,

Demandante,

vs.

WILWOOD ENGINEERING, una corporación de
California; y DOES 1 al 100,

Demandados.

Caso No. 2023CUOE015773

**AVISO DEL ACUERDO DE LA DEMANDA
COLECTIVA Y DE PAGA**

Para: Todos los empleados no exentos, actuales y anteriores, del Demandado Wilwood Engineering en California que trabajaron en cualquier momento entre el 24 de octubre del 2022 y el 15 de julio del 2024 (el “Período de la Clase”). Colectivamente, estos empleados se conocerán como los “Miembros de la Clase” o la “Clase del Acuerdo.”

**SE LE ESTÁ PROPORCIONANDO ESTE AVISO A USTED EN INGLÉS Y ESPAÑOL
POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE
SUS DERECHOS LEGALES PUEDEN SER AFECTADOS SI USTED ACTÚA O NO**

¿Por qué debe leer este aviso?

La Corte ha concedido la aprobación preliminar de un acuerdo propuesto de la demanda colectiva y de PAGA (la “Demanda”) en *Eric Prado v. Wilwood Engineering*, Caso No. 2023CUOE015773 de la Corte Superior del Condado de Ventura (la “Demanda”). Sus derechos pueden ser afectados por el Acuerdo, y es importante que lea este aviso cuidadosamente.

Usted puede tener derecho a recibir dinero de este Acuerdo. Los registros del Demandado Wilwood Engineering (“Demandado”) muestran que usted estuvo empleado por el Demandado como un empleado no exento en California durante el Período de la Clase. La Corte ordenó que se le envíe este Aviso porque usted puede tener derecho a recibir dinero conforme al Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este aviso es proporcionarle una breve descripción de la Demanda, para informarle de los términos del Acuerdo, para describir sus derechos en relación con el Acuerdo, y para explicar qué medidas puede tomar para participar, objetar o excluirse del Acuerdo. Si no se excluye del Acuerdo y la Corte finalmente aprueba el Acuerdo, usted estará obligado por los términos del Acuerdo y cualquier sentencia final.

¿De qué se trata este caso?

El Demandante Eric Prado (“Demandante”) presentó esta demanda en contra del Demandado, afirmando los reclamos en nombre de todos los Miembros de la Clase. El Demandante se conoce como el “Representante de la Clase,” y sus abogados, que también representan los intereses de todos los Miembros de la Clase, se conocen como los “Abogados de la Clase.”

En la Demanda, el Demandante alega que el Demandado: (1) no pagó todos los salarios de las horas extras; (2) no pagó todos los salarios mínimos; (3) no proporcionó todos los períodos de comida legales; (4) no autorizó ni permitió todos los períodos de descanso legales; (5) no reembolsó los gastos de negocio necesarios; (6) no emitió las declaraciones salariales precisas y detalladas; (7) no pagó oportunamente todos los salarios finales después de la separación; (8) participó en competencia desleal; y (9) es responsable de sanciones civiles conforme a la Ley General de Abogados Privados (“PAGA,” por sus siglas en inglés).

El Demandado niega haber hecho nada malo y niega que deba a los Miembros de la Clase cualquier daño y perjuicio, restitución, sanciones u otros pagos. En consecuencia, el Acuerdo constituye un compromiso de los reclamos en disputa y no debe interpretarse como una admisión de responsabilidad por parte del Demandado, que niega expresamente toda la

responsabilidad.

La Corte no ha decidido sobre los méritos de los reclamos del Demandante. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencia con operaciones de negocio, las partes concluyeron que es en el mejor interés del Demandado y de los Miembros de la Clase resolver la Demanda según los términos que se resumen en este Aviso. Después de que el Demandado proporcionara la información y los documentos pertinentes a los Abogados de la Clase, el Acuerdo se logró después de una mediación y negociaciones en condiciones de igualdad entre las partes.

El Representante de la Clase y los Abogados de la Clase apoyan el Acuerdo. Entre las razones para el apoyo están las defensas a la responsabilidad potencialmente disponibles para el Demandado, el riesgo de rechazo de la certificación de la clase, los riesgos inherentes de un juicio sobre los méritos, y los retrasos e incertidumbres asociados con el litigio continuo.

Si aún está empleado por el Demandado, su decisión de participar o no en el Acuerdo no afectará su empleo. La ley de California y la política del Demandado prohíben estrictamente las represalias ilegales. El Demandado no tomará ninguna medida de empleo adversa o de otra manera tomará represalias o discriminará en contra de ningún Miembro de la Clase del Acuerdo debido a su decisión de participar o no participar en el Acuerdo.

¿Quiénes son los abogados?

Abogados del Demandante / Miembros de la Clase: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Abogados del Demandado: RAINES FELDMAN LITTRELL LLP Beth A. Schroeder (SBN 119504) bschroeder@raineslaw.com Matthew Pate (SBN 317136) mpate@raineslaw.com 1900 Avenue of the Stars, 19th Floor Los Angeles, California 90067 Tel: (310) 440-4100 Fax: (310) 691-1367 raineslaw.com
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¿Cuáles son los términos del Acuerdo?

El 29 de octubre de 2024, la Corte certificó preliminarmente una clase del acuerdo—solo para los propósitos del acuerdo—de todos los empleados no exentos, actuales y anteriores, del Demandado en California que trabajaron en cualquier momento entre el 24 de octubre del 2022 y el 15 de julio del 2024. Los Miembros de la Clase del Acuerdo que no presenten una Solicitud de Exclusión del Acuerdo válida y oportuna de conformidad con los procedimientos establecidos en este Aviso estarán obligados por el Acuerdo y liberarán sus reclamos contra del Demandado, como se describe a continuación en la sección “Liberación.”

El Demandado ha acordado pagar \$450,000.00 (la “Cantidad Máxima del Acuerdo”) para resolver completamente todos los reclamos en la Demanda, incluyendo los pagos a los Miembros de la Clase, los honorarios y los costos verificados de reembolso de los abogados, los costos de administración del acuerdo, el pago a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés) por su parte de las sanciones civiles de PAGA, y el Pago de Mejora del Representante de la Clase. Las partes solicitarán las siguientes deducciones de la Cantidad Máxima del Acuerdo:

Costos de la Administración del Acuerdo. La Corte ha aprobado que CPT Group, Inc. actúe como el “Administrador del Acuerdo,” que le está enviando este Aviso y que realizará muchos otros deberes relacionados al Acuerdo. La Corte ha aprobado reservar hasta \$10,000.00 de la Cantidad Máxima del Acuerdo para pagar los costos de la administración del Acuerdo.

Honorarios y Gastos de Abogados. Los Abogados de la Clase han estado procesando la Demanda en nombre de los Miembros de la Clase basados en honorarios de contingencia (es decir, sin ser pagados ningún dinero hasta la fecha) y

han estado pagando todos los costos y gastos de litigio. La Corte determinará la cantidad real concedida a los Abogados de la Clase como honorarios de abogados, que será pagada de la Cantidad Máxima del Acuerdo. Los Miembros de la Clase no son personalmente responsables de ningún honorario o gastos de abogados de los Abogados de la Clase. Los Abogados de la Clase pedirán por honorarios de hasta un-tercio de la Cantidad Máxima del Acuerdo (que actualmente se estima a ser de \$150,000.00) como una compensación razonable por el trabajo que los Abogados de la Clase realizaron y que seguirán realizando en esta Demanda hasta que se finalice el Acuerdo. Los Abogados de la Clase también pedirán por el reembolso de hasta \$40,000.00 de los costos verificados y gastos que fueron incurridos por los Abogados de la Clase en relación con la Demanda.

Pago de Mejora del Representante de la Clase. Los Abogados de la Clase le pedirán a la Corte que le adjudique hasta \$5,000.00 al Demandante como el Pago de Mejora al Representante de la Clase. Esto pretende compensar al Demandante por su liberación general de reclamos en contra del Demandado y su servicio y trabajo extra proporcionado en nombre de los Miembros de la Clase.

Pago de PAGA al Estado de California. Las partes han acordado asignar \$30,000.00 de la Cantidad Máxima del Acuerdo como sanciones civiles de PAGA. De conformidad con la Sección 2699(i) del Código Laboral, el 75% de dichas sanciones (\$22,500.00) se pagará a la LWDA por su parte de las sanciones de PAGA, y el 25% que resta (\$7,500.00) se pagará a los Empleados de PAGA (definidos a continuación) como parte de la Cantidad Neta del Acuerdo.

Cálculo de los Pagos Individuales del Acuerdo de los Miembros de la Clase. Después de deducir las cantidades aprobadas por la Corte que se indican anteriormente, el balance de la Cantidad Máxima del Acuerdo formará la Cantidad Neta del Acuerdo, que se distribuirá a todos los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna (descrita a continuación). La Cantidad Neta del Acuerdo se dividirá de la siguiente manera:

- (i) Cantidad de PAGA: Los \$7,500.00 que se pagarán a los Empleados de PAGA como su porción del 25% de las sanciones civiles de PAGA se designarán como la “Cantidad de PAGA.” Cada uno de los empleados actuales y anteriores no exentos del Demandado en California que trabajaron en cualquier momento entre el 24 de octubre del 2022 y el 15 de julio del 2024 (el “Período de PAGA”) (colectivamente los “Empleados de PAGA”), sin importar si presentan oportunamente una Solicitud de Exclusión, recibirán una porción de la Cantidad de PAGA proporcional al número de períodos de pago semanales que él o ella trabajaron durante el Período de PAGA comparado con el número total de períodos de pago semanales trabajados por todos los Empleados de PAGA durante el Período de PAGA.
- (ii) El resto de la Cantidad Neta del Acuerdo se distribuirá a todos los Miembros de la Clase sobre la base de su número proporcional de periodos de pago semanales trabajados durante el Periodo de la Clase, multiplicando la Cantidad Neta del Acuerdo restante por una fracción, cuyo numerador es el número de periodos de pago semanales trabajados por el Miembro de la Clase durante el Periodo de la Clase, y cuyo denominador es el número total de periodos de pago semanales trabajados por todos los Miembros de la Clase durante el Periodo de la Clase.

Los Pagos a los Miembros de la Clase. Si la Corte concede la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros de la Clase que no presentaron una Solicitud de Exclusión válida y oportuna. Los cheques del Acuerdo serán válidos por 180 días naturales a partir de la fecha en que el Administrador del Acuerdo los envíe por correo. Cualquiera de los fondos que se pagarán a los Miembros de la Clase cuyos cheques no han sido cobrados dentro de los 180 días naturales después del envío por correo serán distribuidos por el Administrador del Acuerdo al Fondo de Propiedad No Reclamada del Contralor de California en nombre del beneficiario previsto.

Asignación e Impuestos. Para los propósitos fiscales, cada Pago Individual del Acuerdo se asignará como 1/3 para los salarios (sujeto a las retenciones aplicables), 2/3 a los intereses y sanciones (que no son sujetos a las retenciones). Cada Cantidad de PAGA que se pagará a los Empleados de PAGA se asignará como el 100% para las sanciones. Los Miembros de la Clase son responsables del tratamiento adecuado de los impuestos sobre la nómina de los Pagos Individuales del Acuerdo. La Cantidad Máxima del Acuerdo no incluye la parte del empleador de los impuestos sobre la nómina, que serán pagados por el Demandado por separado y aparte de, y además de, la Cantidad Máxima del Acuerdo. El Administrador del Acuerdo, el Demandado y sus abogados, y los Abogados de la Clase no pueden proporcionar asesoramiento fiscal. En

consecuencia, los Miembros de la Clase deben consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciban conforme al Acuerdo.

Liberación. Si la Corte aprueba el Acuerdo, cada Miembro de la Clase que no haya presentado una Solicitud de Exclusión válida y oportuna liberará y exonerará al Demandado, sus pasados y presentes funcionarios, directores, accionistas, gerentes, empleados, agentes, principales, herederos, representantes, contadores, auditores, consultores y sus respectivos sucesores y predecesores en interés, subsidiarias, afiliados, matrices y abogados (“Liberados Demandados”) de todos los reclamos, demandas, derechos, responsabilidades y causas de acción que se alegaron en la demanda operativa en la Demanda, así como las violaciones afirmadas en la carta del Demandante a la LWDA fechada el 23 de octubre del 2023, o que podrían haberse alegado sobre la base de las alegaciones de hecho del mismo, que surgieron durante el Período de la Clase, incluyendo, pero no limitado a, todos los reclamos por salarios no pagados, las horas extras no pagadas, los salarios mínimos no pagados, las primas de los períodos de descanso, los daños liquidados, sanciones, honorarios y costos de abogados (con excepción de lo establecido en el presente documento con respecto a los pagos a los Abogados de la Clase), e intereses (colectivamente los “Reclamos Liberados”). El periodo de los Reclamos Liberados se extenderá hasta los límites del Periodo de la Clase.

Liberación de PAGA. Si la Corte aprueba el Acuerdo, se emitirá a los Empleados de PAGA un cheque por su parte de la Cantidad de PAGA, sin importar si optan válidamente por excluirse de la porción de la demanda colectiva del Acuerdo, y se considerará que se libera y exonera al Demandado y a los Demandados Liberados de todos los reclamos de PAGA que se basen en las violaciones del Código Laboral declaradas en la demanda operativa en la Demanda o en la carta del Demandante a la LWDA fechada el 23 de octubre del 2023, o que podrían haberse alegado en la demanda operativa en la Demanda basada en las alegaciones de hecho en la misma o en la carta del Demandante a la LWDA, que surgieron durante el Período de PAGA (colectivamente los “Reclamos Liberados de PAGA”). El periodo de los Reclamos Liberados de PAGA se extenderá hasta los límites del Período de PAGA.

Condiciones del Acuerdo. El Acuerdo está condicionado a que la Corte emita una orden en o después de la Audiencia de Aprobación Final aprobando finalmente el Acuerdo como justo, razonable, adecuado y en el mejor interés de los Miembros de la Clase, y que se dicte la Sentencia.

¿Cómo puedo reclamar dinero del Acuerdo?

No hacer nada. Si no hace nada, tendrá derecho a su Pago Individual del Acuerdo, que se han calculado para usted sobre la base de la fórmula establecida anteriormente, y como se indica en el Aviso del Pago Individual del Acuerdo adjunto. Usted también estará obligado por el Acuerdo, incluyendo la liberación de reclamos establecidos anteriormente.

¿Qué otras opciones tengo?

Disputar la Información en el Aviso del Pago Individual del Acuerdo. Su adjudicación se basa en el número proporcional de períodos de pago semanales que trabajó durante los períodos de tiempo pertinentes. La información contenida en los registros del Demandado con respecto a esta información, junto con su Pago Individual del Acuerdo estimado, se indican en el Aviso del Pago Individual del Acuerdo. Si no está de acuerdo con la información contenida en su Aviso del Pago Individual del Acuerdo y el Pago Individual de PAGA, usted puede presentar una disputa, junto con cualquier documentación de apoyo, de conformidad con los procedimientos establecidos en el Aviso del Pago Individual del Acuerdo y el Pago Individual de PAGA. Todas las disputas, junto con la documentación de apoyo, debe tener el sello postal a no más tardar el 27 de enero del 2025. **NO ENVÍE LOS ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

Las partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán de buena fe cómo resolver las disputas presentadas por los Miembros de la Clase. En caso de que no se alcance un consenso, las disputas pendientes se presentarán a la Corte para su resolución final.

Excluirse del Acuerdo. Si **no desea** participar en el Acuerdo, usted puede excluirse enviando al Administrador del Acuerdo una carta escrita llamada “Solicitud de Exclusión,” con el sello postal a no más tardar el 27 de enero del 2025, con su nombre, dirección, número de teléfono, últimos cuatro dígitos de su número de seguro social y su firma. La Solicitud de Exclusión debe declarar:

“DESEO SER EXCLUIDO DE LA CLASE DEL ACUERDO EN LA DEMANDA *ERIC PRADO V. WILWOOD ENGINEERING* PRESENTADA ANTE LA CORTE SUPERIOR DEL CONDADO DE VENTURA, CASO NO.

2023CUOE015773. ENTIENDO QUE, SI SOLICITO SER EXCLUIDO DE LA CLASE DEL ACUERDO, NO RECIBIRÉ NINGÚN DINERO DE LA PORCIÓN DE LA DEMANDA COLECTIVA DEL ACUERDO EN ESTA DEMANDA.”

Envíe la Solicitud de Exclusión directamente al Administrador del Acuerdo a *Prado v. Wilwood Engineering*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Cualquier persona que presente una Solicitud de Exclusión del Acuerdo de manera oportuna, una vez recibida por el Administrador del Acuerdo, ya no será un Miembro de la Clase, y se le prohibirá participar en la porción de la demanda colectiva del Acuerdo, y no recibirán los beneficios de la porción de la demanda colectiva del Acuerdo. Sin embargo, todos los Empleados de PAGA, incluyendo aquellos que presenten una Solicitud de Exclusión oportuna, estarán obligados por la porción de PAGA del Acuerdo y recibirán una porción de la Cantidad de PAGA. **No presente una Disputa y una Solicitud de Exclusión al mismo tiempo.** Si lo hace, la Solicitud de Exclusión no será válida, usted estará incluido en la Clase del Acuerdo, y usted estará obligado por los términos del Acuerdo.

Objetar al Acuerdo. Usted también tiene derecho a objetar los términos del Acuerdo. Sin embargo, si la Corte rechaza su objeción, usted aún estará obligado por los términos del Acuerdo. Si usted desea objetar al Acuerdo, o a cualquier porción de este, usted puede enviar por correo una objeción escrita antes del 27 de enero del 2025 al Administrador del Acuerdo en *Prado v. Wilwood Engineering*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Su objeción escrita debe incluir su nombre completo, firma, dirección, número de teléfono, y los últimos cuatro dígitos de su número de Seguro Social, así como la información de contacto de cualquier abogado que lo represente con respecto a su objeción, el nombre y número del caso, todas las objeciones y el motivo de hecho y legal del mismo, y cualquiera y todos los documentos de apoyo, escritos, declaraciones y/u otras pruebas que apoyan su objeción. Todas las objeciones u otra correspondencia deben indicar el nombre y número del caso, que es *Eric Prado v. Wilwood Engineering*, Caso No. 2023CUOE015773 de la Corte Superior del Condado de Ventura. Las objeciones escritas deben tener el sello postal en o antes del 27 de enero del 2025.

Usted también puede comparecer en la Audiencia de Aprobación Final programada para el 15 de abril del 2025 a las 8:20 a.m., en el Departamento 43 de la Corte Superior del Condado de Ventura, ubicada en 800 South Victoria Avenue, Ventura, California 93009. La ubicación, la fecha y la hora de la Audiencia de Aprobación Final pueden cambiar sin previo aviso. Usted puede comunicarse con los Abogados de la Clase utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia, si desea comparecer en persona. Usted tiene derecho a comparecer en persona o a través de su propio abogado en esta audiencia, tanto si presenta una objeción por escrito o no. Si objeta al Acuerdo, seguirá siendo un miembro de la Clase del Acuerdo y, si la Corte aprueba el Acuerdo, estará obligado por los términos del Acuerdo de la misma manera que los Miembros de la Clase que no objetan.

¿Cuál es el siguiente paso?

La Corte llevará a cabo una Audiencia de Aprobación Final sobre la adecuación, razonabilidad, y equidad del Acuerdo el 15 de abril del 2025 a las 8:20 a.m., en el Departamento 43 de la Corte Superior del Condado de Ventura, ubicada en 800 South Victoria Avenue, Ventura, California 93009. La ubicación, la fecha y la hora de la Audiencia de Aprobación Final pueden cambiar sin previo aviso. Usted puede comunicarse con los Abogados de la Clase utilizando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia. También se le pedirá a la Corte que decida sobre la solicitud de los Abogados de la Clase de honorarios y el reembolso de los costos y gastos documentados, el Pago de Mejora al Representante de la Clase, los costos del Administrador del Acuerdo y la cantidad relacionada con las sanciones civiles de PAGA. **Usted no está obligado a asistir a la Audiencia de Aprobación Final.**

¿Cómo puedo obtener más información?

Este Aviso es sólo un resumen de la Demanda y del Acuerdo. Para obtener más información, usted puede inspeccionar los expedientes de la Corte y la Resolución del Acuerdo en la Oficina del Secretario en Ventura Courthouse (Sala de Justicia), ubicada en 800 South Victoria Avenue, Ventura, California 93009, durante las horas regulares de trabajo. **Usted también puede comunicarse con los Abogados de la Clase utilizando la información de contacto que se indica anteriormente para obtener más información.**

POR FAVOR, NO LLAME NI ESCRIBA A LA CORTE, AL DEMANDADO, O A SUS ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE ACUERDO

RECORDATORIO DE PLAZOS

La fecha límite para presentar cualquier Disputa, Solicitud de Exclusión u Objeción es el 27 de enero del 2025.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

ERIC PRADO, as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

WILWOOD ENGINEERING, a California Corporation;
and DOES 1 through 100,

Defendants.

Case No. 2023CUOE015773

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT**

To: All current and former non-exempt employees of Defendant Wilwood Engineering in California who worked at any time between October 24, 2022 and July 15, 2024 (the “Class Period”). Collectively, these employees will be referred to as “Class Members” or the “Settlement Class.”

**THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH
PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class and PAGA action settlement (the “Settlement”) in *Eric Prado v. Wilwood Engineering*, Ventura County Superior Court Case No. 2023CUOE015773 (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Wilwood Engineering’s (“Defendant”) records show that you were employed by Defendant as a non-exempt employee in California during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Eric Prado (“Plaintiff”) brought this lawsuit against Defendant, asserting claims on behalf of all Class Members. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiff alleges that Defendant: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide all lawful meal periods; (4) failed to authorize and permit all lawful rest periods; (5) failed to reimburse necessary business expenses; (6) failed to issue accurate itemized wage statements; (7) failed to timely pay all final wages upon separation; (8) engaged in unfair competition; and (9) is liable for civil penalties under the Private Attorneys General Act (“PAGA”).

Defendant denies that it has done anything wrong and denies that it owes Class Members any damages, restitution, penalties, or other payments. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the best interests of Defendant and the Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information and documents to Class Counsel, the Settlement was reached after mediation and arms'-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Class Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: RAINES FELDMAN LITTRELL LLP Beth A. Schroeder (SBN 119504) bschroeder@raineslaw.com Matthew Pate (SBN 317136) mpate@raineslaw.com 1900 Avenue of the Stars, 19th Floor Los Angeles, California 90067 Tel: (310) 440-4100 Fax: (310) 691-1367 raineslaw.com
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What are the terms of the Settlement?

On October 29, 2024, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees of Defendant in California who worked at any time between October 24, 2022 and July 15, 2024. Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant, as described below in the “Release” section.

Defendant has agreed to pay \$450,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Class Members, attorneys' fees and verified cost reimbursement, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Enhancement Payment. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved CPT Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for attorneys' fees of up to one-third of the Maximum Settlement

Amount (which is currently estimated to be \$150,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through final approval of the Settlement. Class Counsel also will ask for reimbursement of up to \$40,000.00 for verified costs and expenses which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$5,000.00 to Plaintiff as a Class Representative Enhancement Payment. This is meant to compensate Plaintiff for his general release of claims against Defendant and his service and extra work provided on behalf of the Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$30,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$22,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$7,500.00) will be payable to PAGA Employees (defined below) as part of the Net Settlement Amount.

Calculation of Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) PAGA Amount: The \$7,500.00 payable to PAGA Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each current and former non-exempt employees of Defendant in California who worked at any time between October 24, 2022 and July 15, 2024 (the "PAGA Period") (collectively the "PAGA Employees"), regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of weekly pay periods that he or she worked during the PAGA Period compared to the total number of weekly pay periods worked by all PAGA Employees during the PAGA Period.
- (ii) The remainder of the Net Settlement Amount will be distributed to all Class Members based on their proportionate number of weekly pay periods worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Class Member's number of weekly pay periods worked during the Class Period, and the denominator of which is the total number of weekly pay periods worked by all Class Members during the Class Period.

Payments to Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Class Members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to Class Members whose checks are not cashed within 180 calendar days after mailing will be distributed by the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the intended recipient.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be allocated as 1/3 wages (subject to applicable withholdings), and 2/3 interest and penalties (not subject to withholdings). Each PAGA Amount payable to the PAGA Employees shall be allocated as 100% penalties. Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Class Member who has not submitted a timely and valid Request for Exclusion will release and discharge 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, parents and attorneys ("Defendant Releasees") from all claims, demands, rights, liabilities and causes of action that were pled in the operative complaint in the Action as well as the violations asserted in Plaintiff's letter to the LWDA dated October 23, 2023, or which could have been alleged based on the factual allegations therein, that

arose during the Class Period, including but not limited to all claims for unpaid wages, unpaid overtimes, unpaid minimum wages, break premiums, liquidated damages, penalties, attorneys' fees and costs (except as provided for herein with respect to payments to Class Counsel), and interest (collectively the "Released Claims"). The period of the Released Claims shall extend to the limits of the Class Period.

PAGA Release. If the Court approves the Settlement, the PAGA Employees will be issued a check for their share of the PAGA Amount, regardless of whether they validly opt-out of the class-action portion of the Settlement, and will be deemed to release and discharge Defendant and Defendant Releasees from all PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action or Plaintiff's letter to the LWDA dated October 23, 2023, or which could have been pled in the operative complaint in the Action based on the factual allegations therein or in Plaintiff's letter to the LWDA, that arose during the PAGA Period (collectively the "PAGA Released Claims"). The period of the PAGA Released Claims shall extend to the limits of the PAGA Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Payment. Your award is based on the proportionate number of weekly pay periods that you worked during the relevant time periods. The information contained in Defendant's records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Individual Settlement Payment. If you disagree with the information in your Notice of Individual Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than January 27, 2025. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter, postmarked no later than January 27, 2025, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion must state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ERIC PRADO V. WILWOOD ENGINEERING* LAWSUIT FILED IN THE VENTURA COUNTY SUPERIOR COURT, CASE NO. 2023CUOE015773. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THE SETTLEMENT IN THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at *Prado v. Wilwood Engineering*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in the class action portion of the Settlement, and shall receive no benefits from the class action portion of the Settlement. However, all PAGA Employees, including those who submit a timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for**

Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection by January 27, 2025 to the Settlement Administrator at *Prado v. Wilwood Engineering*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Your written objection should include your full name, signature, address, telephone number, and the last four digits of your Social Security number, as well as contact information for any attorney representing you regarding your objection, the case name and number, all objections and the factual and legal basis for the same, and any and all supporting papers, briefs, declarations, and/or other evidence supporting your objection. All objections or other correspondence must state the name and number of the case, which is *Eric Prado v. Wilwood Engineering*, Ventura County Superior Court Case No. 2023CUOE015773. Objections in writing must be postmarked on or before January 27, 2025.

You may also appear at the Final Approval Hearing scheduled for April 15, 2025 at 8:20 a.m., in Department 43 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on April 15, 2025 at 8:20 a.m., in Department 43 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office at the Ventura Courthouse (Hall of Justice), located at 800 South Victoria Avenue, Ventura, California 93009, during regular business hours. **You may also contact Class Counsel using the contact information listed above for more information.**

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is January 27, 2025.

AVISO DEL PAGO INDIVIDUAL DEL ACUERDO*ERIC PRADO V. WILWOOD ENGINEERING*

CASO NO. 2023CUOE015773 DE LA CORTE SUPERIOR DEL CONDADO DE VENTURA

Por favor llene por completo, firme, feche y devuelva esta Forma a *Prado v. Wilwood Engineering*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 **SÓLO SI** (1) su información personal de contacto ha cambiado, y/o (2) desea disputar cualquiera de la información que se indica en la Sección (III), a continuación. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo.

(I) Por favor escriba su nombre a máquina o con letra legible:

(Primero, Segundo, Apellido)

(II) Por favor escriba a máquina o con letra legible los siguientes datos de identificación si su información de contacto ha cambiado:

Nombres anteriores (si los hay)

Nueva Dirección Postal

Ciudad

Estado

Código Postal

(III) Información Utilizada para Calcular Su Pago Individual del Acuerdo:

Según los registros del Demandado:

- (a) Usted trabajó <<WorkWeeks_Total>> períodos de pago semanales durante el Período de la Clase;
- (b) Hubo **24,550.16** períodos de pago semanales trabajados por todos los Miembros de la Clase durante el Período de la Clase;
- (c) Usted trabajó <<PAGA_WorkWeeks_Total>> períodos de pago semanales durante el Período de PAGA;
- (d) Hubo **24,550.16** períodos de pago semanales trabajados por todos los Empleados de PAGA durante el Período de PAGA.

Según lo anterior, su parte del Pago de la Clase se estima ser de \$<<SettAmt>> y su parte del Pago de PAGA se estima ser de \$<<PAGAAmt>>. Añadiendo estas cantidades juntas, su Pago Individual del Acuerdo se estima, por lo tanto, ser de \$<<estAmount>>.

(IV) Si no está de acuerdo con los datos (a) - (d) de la Sección (III) anterior, por favor explique por qué en el espacio que se proporciona a continuación e incluya copias de cualquier prueba o documentación de apoyo con esta forma:

Si usted disputa la información anterior de los registros del Demandado, esos registros prevalecerán a menos de que usted pueda proporcionar la documentación que establezca que los registros del Demandado están equivocados. Si hay una disputa sobre si la información del Demandado o la suya es exacta, y la disputa no puede resolverse de manera informal, la disputa será resuelta por las partes y el Administrador del Acuerdo según se describe en el Aviso de la Clase que esta adjunta a esta Forma. Cualquier disputa no resuelta será presentada a la Corte para una decisión final.

CUALQUIER DISPUTA, JUNTO CON LA DOCUMENTACIÓN DE APOYO, DEBEN TENER EL SELLO POSTAL A NO MÁS TARDAR EL 27 DE ENERO DEL 2025.

Firma: _____

Fecha: _____

¿PREGUNTAS? LLAME GRATUITAMENTE AL 1-888-663-3990
Por favor no llame directamente a la Corte.

NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT

ERIC PRADO V. WILWOOD ENGINEERING
 VENTURA COUNTY SUPERIOR COURT, CASE NO. 2023CUOE015773

Please complete, sign, date and return this Form to *Prado v. Wilwood Engineering*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

 (First, Middle, Last)
(II) Please type or print the following identifying information if your contact information has changed:

 Former Names (if any)

 New Street Address

 City

 State

 Zip Code
(III) Information Used to Calculate Your Individual Settlement Payment:

According to Defendant's records:

- (a) You worked <<WorkWeeks_Total>> weekly pay periods during the Class Period;
- (b) There were **24,550.16** weekly pay periods worked by all Class Members during the Class Period;
- (c) You worked <<PAGA_WorkWeeks_Total>> weekly pay periods during the PAGA Period;
- (d) There were **24,550.16** weekly pay periods worked by all PAGA Employees during the PAGA Period.

Based on the above, your share of the Class Payment is estimated to be \$<<SettAmt>> and your portion of the PAGA Payment is estimated to be \$<<PAGAAmt>>. Adding these figures together, your Individual Settlement Payment is therefore estimated to be \$<<estAmount>>.

(IV) If you disagree with items (a) - (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, those records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN JANUARY 27, 2025.

Signature: _____

Date: _____

QUESTIONS? CALL 1-888-663-3990 TOLL FREE
Please do not call the Court directly.

EXHIBIT B

CASE NAME: PRADO v WILWOOD ENGINEERING

Requesting Attorney: Aden M. Khachadorian

Plaintiff or Defense: Plaintiff

Firm Name: Haines Law Group

Telephone: (424) 292-0734

Email: akhachadorian@haineslawgroup.com

Date: June 21, 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

Class Size: 350	Undeliverable Mail Rate: 8%
Opt-Out Filing Rate: 1.5%	Payment Option: Check
No. of Checks Issued: 345	Unclaimed Funds: SCO
Language Translation Services: Yes	Postage Total: \$589.79
Settlement Website: Static Website	Grand Total: \$14,271.17
Notice Procedures: Mail	CPT'S DISCOUNTED FEE: \$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. If necessary, CPT will translate the court approved Notice documents and opt-out form into Spanish. 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	3	\$285.00
Programming: Data Base Setup	\$150.00	3	\$450.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Static Website	\$500.00	1	\$500.00
Sub Total:			\$2,435.00

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 in English and 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
XML Lex ID Skip Trace	\$0.85	35	\$29.75
Print & Mail Notice Packets	\$1.50	350	\$525.00
First-Class Postage (up to 2 oz.)*	\$0.88	350	\$308.00
Sub Total:			\$1,187.75

*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	28	\$14.00
Skip Trace for Best Address	\$1.00	25	\$25.00
Print & Remail Notice Packets	\$1.50	20	\$30.00
First-Class Postage (up to 2 oz.)	\$0.88	20	\$17.60
Sub Total:			\$146.60

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	3	\$450.00
Project Manager: Validate Opt-Outs	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	5	\$13.13
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.68	1	\$0.68
Review & Process Deficiency Responses	\$10.00	1	\$10.00
Sub Total:			\$630.31

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	70	\$210.00
Sub Total:			\$510.00

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	345	\$34.48
Sub Total:			\$469.48

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	345	\$861.88
First-Class Postage (up to 1 oz.)	\$0.68	345	\$234.43
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	17	\$8.62
Skip Trace for Best Address	\$1.00	17	\$17.24
Remail Undeliverable Checks	\$2.50	16	\$40.00
First-Class Postage (up to 1 oz.)	\$0.68	16	\$10.88
Re-Issue Checks as Required	\$5.00	14	\$70.00
First-Class Postage (up to 1 oz.)	\$0.68	14	\$9.52
Sub Total:			\$5,042.56

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
Sub Total:			\$3,040.00

*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	72	\$10.80
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
Sub Total:			\$809.48

Total Administration Costs: \$14,271.17

Courtesy Discount: -\$4,271.17

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 disabling 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.