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Attorneys for Plaintiffs Juan Campos-Ledezma and Hector Sanchez and the Class

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

JUAN CAMPOS-LEDEZMA, individually and  
on behalf of others similarly situated, &  
HECTOR SANCHEZ, individually, and on behalf  
of other similarly situated employees and  
aggrieved employees pursuant to PAGA,

Plaintiff,

vs.

INSTITUTE FOR ENVIRONMENTAL  
HEALTH, INC., a Washington Corporation; and  
DOES 1 through 25, inclusive,

Defendants

Case No. CV-23-006693

Honorable Stacy P. Speiller  
Department 22

**DECLARATION OF JASMINE Y.  
KIANFARD IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT, ATTORNEYS'  
FEES AND COSTS, ENHANCEMENT  
PAYMENTS, AND SETTLEMENT  
ADMINISTRATION COSTS**

Date: April 30, 2026  
Time: 8:30 a.m.  
Dept.: 22

Complaint Filed: November 14, 2023  
FAC Filed: February 4, 2025  
Trial Date: Not Set

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1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiffs Juan Campos-Ledezma (“Plaintiff Campos-Ledezma”) and Hector Sanchez (“Plaintiff Sanchez”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On November 14, 2023, Plaintiff Campos-Ledezma filed a Class Action Complaint for Damages in the action entitled *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Stanislaus County Superior Court Case No. CV-23-006693 (“Action”), thereby commencing a putative class action against Defendant Institute of Environmental Health, Inc. (“Defendant”).

4. On February 5, 2024, Plaintiff Campos-Ledezma propounded written formal discovery onto Defendant (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One)).

6. On February 26, 2024, Plaintiff Sanchez filed a Class Action Complaint in the action entitled *Hector Sanchez v. Institute of Environmental Health, Inc.*, Monterey County Superior Court Case No. 24CV000755 (“Sanchez Action”), thereby commencing a putative class action against Defendant.

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1           7.       On March 22, 2024, Defendant responded to Plaintiff Campos-Ledezma’s discovery  
2 requests (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment  
3 Law (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for  
4 Production of Documents (Set One)).

5           8.       On May 2, 2024, a Belaire-West notice was mailed to three hundred and ninety (390)  
6 putative class members by a third-party administrator.

7           9.       On May 28, 2024, Plaintiff Sanchez provided written notice to the California Labor  
8 and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S.  
9 Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the  
10 California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

11          10.      On October 17, 2024, Plaintiff Sanchez filed a First Amended Class and Representative  
12 Action Complaint in the Sanchez Action.

13          11.      On December 4, 2024, Plaintiffs and Defendant (collectively, the “Parties”)  
14 participated in a formal mediation conducted by Katherine J. Edwards, Esq. (“Mediator”), a neutral  
15 and respected mediator with extensive experience in complex wage and hour matters, which did not  
16 result in a settlement at that time.

17          12.      On February 4, 2025, Plaintiffs filed a First Amended Class and Representative Action  
18 Complaint (“Operative Complaint”) in the Action, which added Plaintiff Sanchez as a named plaintiff  
19 and a cause of action under the California Labor Code Private Attorney General Act of 2004  
20 (“PAGA”) against Defendant. The Operative Complaint alleges ten (10) causes of action for  
21 violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime  
22 wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to  
23 provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages  
24 during employment, failure to provide accurate wage statements, failure to timely pay wages upon  
25 termination, and failure to reimburse necessary business expenses, for violations of California  
26 Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor  
27 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor  
28 Code violations.

13. On February 19, 2025, the Sanchez Action was dismissed without prejudice.

14. On April 16, 2025, Plaintiffs propounded written formal discovery onto Defendant (specifically, Special Interrogatories (Set Three) and Requests for Production of Documents (Set Two)).

15. On May 6, 2025, after further negotiations, the Parties reached a settlement of the Action.

16. On August 21, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

17. On September 18, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On October 29, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement Agreement. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 2**.

18. On January 14, 2026, the Parties executed Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (“Amendment”) (together, the Settlement Agreement and Amendment are referred to as the “Settlement”). A true and correct copy of the Amendment is attached hereto as **Exhibit 3**.

19. On January 21, 2026, pursuant to the joint stipulation of the Parties, the Court entered an Order (“January 21, 2026 Order”), which approved the Amendment, the revised Notice of Class Action Settlement (“Class Notice”), and the proposed administration procedures and associated deadlines. A true and correct copy of the January 21, 2026 Order is attached hereto as **Exhibit 4**.

#### **Summary of the Terms of the Settlement Agreement**

20. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period from November 14, 2019 through January

1 15, 2025. The “Settlement Class Members” consist of all Class Members who did not submit a timely  
2 and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly-  
3 paid and/or non-exempt employees who worked for Defendant in the State of California at any time  
4 during the PAGA Period.” The “PAGA Period” is defined as the period from May 28, 2023 through  
5 January 15, 2025.

6 21. Based on the data provided by Defendant following preliminary approval and for  
7 purposes of administration of the Class Notice, I am informed that there are 524 Settlement Class  
8 Members who performed work for 44,539 weeks for Defendant as hourly-paid and/or non-exempt  
9 employees in California during the Class Period (“Workweeks”) and 299 PAGA Employees who  
10 performed work for 8,141 pay periods for Defendant as hourly-paid and/or non-exempt employees  
11 during the PAGA Period (“Pay Periods”).

12 22. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative  
13 Complaint for a non-reversionary Gross Settlement Amount of One Million One Hundred Seventy-  
14 Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$1,176,412.00), which is exclusive of  
15 employer-side payroll taxes. The Gross Settlement Amount includes: (1) Prior Paid Amount of One  
16 Hundred Twenty-Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$126,412.00) that was  
17 already paid to Class Members for *Pick-Up Stix* individual release agreements; (2) Class Counsel’s  
18 fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Four  
19 Hundred Eleven Thousand Seven Hundred Forty-Four Dollars and Twenty Cents (\$411,744.20); (3)  
20 Class Counsel’s actual litigation costs and expenses, in the amount of Twenty-One Thousand Seven  
21 Hundred Three Dollars and Thirty-One Cents (\$21,703.31); (4) Settlement Administration Costs in  
22 the amount of Twelve Thousand Dollars and Zero Cents (\$12,000.00); (5) Enhancement Payments in  
23 the aggregate amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); and (6) PAGA  
24 Amount in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). After the  
25 Attorneys’ Fees and Costs, Settlement Administration Costs, Enhancement Payments, and PAGA  
26 Amount are deducted from the Gross Settlement Amount, the Settlement Class Members will share in  
27 a Net Settlement Amount of approximately Six Hundred Fifteen Thousand Nine Hundred Sixty-Four  
28 Thousand and Forty-Nine Cents (\$615,964.49).

1           23.     The Settlement does not require Settlement Class Members to submit claims as a  
2 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement  
3 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*  
4 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).  
5 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net  
6 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members  
7 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks  
8 worked during the Class Period. If a Settlement Class Member received a Prior Paid Individual  
9 Amount, then the amount of the Prior Paid Individual Amount will be deducted from their Individual  
10 Settlement Share. Individual PAGA Payments are calculated by the Settlement Administrator by  
11 dividing the amount of the PAGA Employees’ 25% share of PAGA Amount (\$25,000.00) by the total  
12 number of Pay Periods worked by all PAGA Employees during the PAGA Period and multiplying the  
13 result by each PAGA Employee’s Pay Periods worked during the PAGA Period.

14           24.     I am aware from my review of the information provided by the Settlement  
15 Administrator that the estimated average gross Individual Settlement Share is \$926.22, the estimated  
16 highest gross Individual Settlement Share is \$3,824.84, and the estimated lowest gross Individual  
17 Settlement Share is \$7.47; the estimated average Individual PAGA Payment is \$47.62, the estimated  
18 highest Individual PAGA Payment is \$132.05, and the estimated lowest Individual PAGA Payment is  
19 \$3.07.

20           25.     Each Individual Settlement Share will be allocated as twenty percent (20%) wages  
21 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will  
22 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage  
23 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The  
24 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect  
25 to the wage portion of the Individual Settlement Shares, and issue checks to Settlement Class Members  
26 for their net payment of their Individual Settlement Share (“Individual Settlement Payment”). The  
27 employer’s share of taxes and contributions in connection with the wages portion of Individual  
28 Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement

Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

26. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee at issue.

#### **Notice to the LWDA**

27. On August 22, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). On January 26, 2026, Class Counsel submitted a copy of the Amendment to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). The LWDA has not objected or otherwise responded to the submissions.

#### **The Settlement Is Fair and Reasonable**

##### ***Discovery and Informed Arms-Length Negotiations***

28. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following additional negotiations after a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

29. The Parties engaged in extensive formal and informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced a random sampling of putative class members' time and pay records as well as Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

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1           30.     Based on the information exchanged, the Parties extensively briefed issues regarding  
2 class certification and liability and provided their analyses to the Mediator who helped the Parties  
3 debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing  
4 and prepared to litigate this matter through class certification and trial if the Parties had been unable  
5 to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly  
6 capable and experienced counsel. Class Counsel are respected members of the California State Bar  
7 with strong records of vigorous and effective advocacy and are experienced in handling complex wage  
8 and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience  
9 to act intelligently in negotiating the Settlement.

10           31.     Although the investigation and information discovered supports Plaintiffs' contentions,  
11 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on  
12 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

13           32.     Class Counsel is aware of Defendant's defenses and arguments and has also taken into  
14 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays  
15 inherent in such litigation, including those involved in class and/or representative adjudication.  
16 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted  
17 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary  
18 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations  
19 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

20           33.     Defendant denied and continues to deny any liability and wrongdoing of any kind  
21 associated with the claims alleged in the Action, and further denies that class certification is  
22 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately  
23 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiffs'  
24 claims. Defendant contended that Plaintiffs' claims are not suitable for class certification because  
25 individual issues would predominate should this case go to trial. As with all class actions, these  
26 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk  
27 that the Court may deny class certification.

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1           34.     Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,  
2 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and  
3 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need  
4 to request and analyze thousands of pages of documents, obtain the Class Members' contact  
5 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of  
6 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit  
7 against a current employer. On the other hand, Defendant would likely be able to obtain the  
8 cooperation of its employees. Moreover, even if Plaintiffs prevailed at class certification and trial,  
9 possible appeals would substantially delay any recovery by the Class.

10           35.     Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.  
11 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of  
12 California, and is within the accepted range of recoveries for this type of litigation given the inherent  
13 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further  
14 litigation.

15                                   ***Attorneys' Fees and Costs***

16           36.     Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,  
17 \$411,744.20) for fees for the time spent litigating this matter and reimbursement of actual costs and  
18 expenses totaling Twenty-One Thousand Seven Hundred Three Dollars and Thirty-One Cents  
19 (\$21,703.31). The requested fees and costs are fair compensation for undertaking complex, risky,  
20 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the  
21 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee  
22 award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final  
23 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments,  
24 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

25           37.     The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter  
26 has translated into tangible monetary benefits for the Settlement Class Members, the State of  
27 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of  
28 California, and the PAGA Employees will obtain monetary recovery over a relatively short period of

1 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed  
2 result that compares favorably with other similar class action settlements of this type, given the  
3 strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or  
4 costs that would have only increased significantly had the Action progressed through trial and/or  
5 appeals.

6 38. In the present case, Class Counsel has borne all of the risks and costs of litigation and  
7 will not receive any compensation until recovery is obtained. Class Counsel had to consider its  
8 workload during this litigation when considering taking on additional work that was available, and  
9 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class  
10 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a  
11 favorable result for the Class, the State of California, and the PAGA Employees. Considering the  
12 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling  
13 similar matters, Plaintiffs maintain that the requested attorneys' fees of thirty-five percent (35%) of  
14 the Gross Settlement Amount (i.e., \$411,744.20) are reasonable and should be awarded.

15 39. Blackstone was started in February 2018, representing plaintiffs in individual and  
16 representative employment litigation. The firm has grown exponentially over the past eight-plus years,  
17 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and  
18 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused  
19 on other complex general litigation matters. Blackstone has been counsel of record on several class  
20 and PAGA actions that have since been resolved, the most recent of which are attached hereto as  
21 **Exhibit 5**. The attorneys who worked on this case are all experienced in litigating wage and hour  
22 matters as follows:

23 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from  
24 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During  
25 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in  
26 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an  
27 associate and remained employed there from September 2008 through August 2015. During his  
28 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from

1 employment, corporate, entertainment, and general business litigation matters, though his primary area  
2 of expertise was employment, both single plaintiff and representative actions. On the vast majority of  
3 those cases, he was the only or primary attorney managing the case and thus obtained extensive  
4 experience. In that capacity, he conducted wage and hour and wrongful termination labor and  
5 employment intakes; was the primary contact for all clients; took and defended hundreds (if not  
6 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all  
7 motions and pleadings, including dispositive and certification motions; strategized on all cases;  
8 attended all hearings; attended all mediations; coordinated with class action administrators; prepared  
9 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all  
10 other intricate facets of litigation. During that time, he represented a wide range of clients from sole  
11 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of  
12 the cases he managed were highly publicized, with articles written about them in the Los Angeles  
13 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has  
14 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,  
15 which is well within the prevailing rate for attorneys with his experience in this area of practice in  
16 Southern California.

17       b. Karen I. Gold graduated *cum laude* from UCLA in 2005 with a Bachelor of Science  
18 degree in Cognitive Science and a Specialization in Computing. She received her law degree from  
19 Boston University School of Law and was admitted to the California State Bar in 2008. Upon  
20 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as  
21 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action  
22 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,  
23 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over  
24 to Blackstone Law, APC as a Senior Trial Attorney and Team Lead. Karen I. Gold has managed over  
25 one hundred complex litigation cases, ranging from employment matters to corporate and general  
26 business litigation matters. On many of those cases, she was the only or primary attorney managing  
27 in the case and thus obtained extensive experience overseeing these types of actions. In that capacity,  
28 she was the primary contact for clients; took and defended many depositions; propounded and

1 responded to discovery; prepared and opposed motions and pleadings, including dispositive and  
2 certification motions; strategized on all cases; attended hearings; attended mediations; coordinated  
3 with class action administrators; prepared and worked with experts; participated in trial prep and trials;  
4 and engaged in all other intricate facets of litigation. Super Lawyers honored her as a Southern  
5 California Rising Star from 2015 through 2018. As a Senior Trial Attorney and Team Lead, she  
6 oversees and handles over 100 wage-and-hour putative class actions and/or representative actions  
7 under PAGA seeking relief on behalf of California employees. She has considerable experience in  
8 handling class and representative action lawsuits throughout her career and has been approved as  
9 counsel in a number of cases. Her billable rate is \$985, which is well within the prevailing rate for  
10 attorneys with her experience in this area of practice in Southern California.

11 c. Marissa A. Mayhood is a Senior Attorney at Blackstone. She graduated from  
12 Pepperdine University School of Law with a juris doctorate and a certificate in dispute resolution from  
13 Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin &  
14 Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While  
15 working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, *Utne v.*  
16 *Home Depot U.S.A., Inc.*, United States District Court for the Northern District of California, Case  
17 No. 3:16-cv-01854-RS, and was approved as class counsel. Her hourly rate of \$750 is reasonable  
18 based on her education and experience and is in line with the market rate.

19 d. Alexandra Rose joined Blackstone from a highly reputable employment law firm. She  
20 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and  
21 from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to the State  
22 Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. She  
23 is additionally licensed in all federal district courts of California. She has worked on many wage and  
24 hour class action and PAGA representative matters, and her work has included, *inter alia*, researching  
25 and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing  
26 stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis,  
27 and making court appearances. She manages the post-settlement department at Blackstone. In that  
28 capacity, she oversees and handles over 100 wage-and-hour putative class actions and/or

representative actions under PAGA that are in settlement. Her hourly rate of \$750 is reasonable based on her education and experience and is in line with the market rate.

e. I recently joined Blackstone. I received my Bachelor of Arts degree from California State University, Fullerton in 2015, my Master of Journalism from University of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale E. Fowler School of Law in 2021. I was admitted to the State Bar of California in 2023. My hourly rate of \$550 is reasonable based on my education and experience and is in line with the market rate.

40. Class Counsel has spent approximately 349.30 total hours litigating this matter. To date, our total fees incurred amount to \$302,843. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the clients and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, formal and informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

| <u>Attorney</u>    | <u>Position</u>  | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|--------------------|------------------|--------------|-------------|--------------|
| Jonathan M. Genish | Managing Partner | 34.20        | \$1,295     | \$44,289     |

|                     |                                     |        |       |           |
|---------------------|-------------------------------------|--------|-------|-----------|
| Karen I. Gold       | Senior Trial Attorney and Team Lead | 133.40 | \$985 | \$131,399 |
| Marissa A. Mayhood  | Senior Associate                    | 98.60  | \$750 | \$73,950  |
| Alexandra Rose      | Senior Associate                    | 37.50  | \$750 | \$28,125  |
| Jasmine Y. Kianfard | Associate                           | 45.60  | \$550 | \$25,080  |

41. We expect to spend an additional 10 hours (\$5,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our clients, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$308,343.

42. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Class Counsel seeks reimbursement of a total of Twenty-One Thousand Seven Hundred Three Dollars and Thirty-One Cents (\$21,703.31) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 6**. This amount was reasonable and necessary in the prosecution of this matter.

43. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

#### ***Enhancement Payments***

44. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Payments in the amounts of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00). The requested Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the other Class Members as a result of Plaintiffs' actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declarations of Plaintiffs Juan Campos-Ledezma and Hector Sanchez submitted herewith details their work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payments. The requested

Enhancement Payments were also disclosed in the Class Notice provided to the Class Members.

***Settlement Administration Costs***

45. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, Settlement Administration Costs not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00). CPT Group, Inc., the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is Twelve Thousand Dollars and Zero Cents (\$12,000.00).

***Allocation to the LDWA***

46. As part of the Settlement, Defendant has agreed to pay One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Seventy-Five Thousand Dollars and Zero Cents (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

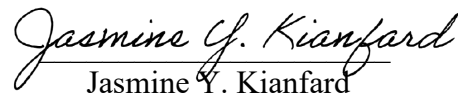
47. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, \*90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at \*2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at \*14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at \*3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at \*1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the

1 California Labor Code violations.

2 *Notice to the Class*

3 48. The Class Notice approved by the Court met the requirements for proper notice of  
4 settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement  
5 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed  
6 to be paid as the Enhancement Payments to Plaintiffs, the Settlement Administration Costs to the  
7 Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice  
8 described the proposed Settlement with enough specificity to allow each Class Member to make an  
9 informed choice whether to accept and participate in it. It also explained how and when Class  
10 Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date  
11 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain  
12 additional information about the Settlement.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing  
14 is true and correct. Executed on April 3, 2026, at Los Angeles, California.

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16   
17 Jasmine Y. Kianfard  
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# **EXHIBIT 1**

1                   **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2                   This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or  
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Juan Campos-Ledezma  
4 and Hector Sanchez (together, “Plaintiffs” or “Class Representatives”), individually, and on behalf of  
5 all others similarly situated and on behalf of the State of California with respect to aggrieved  
6 employees, and Defendant Institute of Environmental Health, Inc. (“Defendant”) (collectively,  
7 Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

8                   This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as  
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),  
10 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11                   **RECITALS**

12                   1.       On November 14, 2023, Plaintiff Juan Campos-Ledezma filed a Class Action  
13 Complaint for Damages in the action entitled *Juan Campos-Ledezma, et al. v. Institute of*  
14 *Environmental Health, Inc.*, Stanislaus County Superior Court Case No. CV-23-006693 (the  
15 “Action”), thereby commencing a putative class action against Defendant.

16                   2.       On May 28, 2024, Plaintiff Hector Sanchez provided notice to the Labor and Workforce  
17 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,  
18 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor  
19 Code alleged to have been violated by Defendant (“PAGA Letter”).

20                   3.       On February 4, 2025, Plaintiffs filed a First Amended Class and Representative Action  
21 Complaint (“Operative Complaint”), which added Plaintiff Hector Sanchez as a named plaintiff and a  
22 cause of action under the California Private Attorneys General Act, California Labor Code section  
23 2699.3 (“PAGA”).

24                   4.       The Operative Complaint alleges ten (10) causes of action which include but are not  
25 limited to allegations of violations of the California Labor Code for failure to pay minimum wages,  
26 failure to pay overtime wages, failure to provide compliant meal periods and premium payments in  
27 lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to  
28 timely pay wages during employment, failure to provide compliant wage statements, failure to timely

1 pay wages upon termination, and failure to reimburse necessary business expenses, for violations of  
2 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California  
3 Labor Code violations, and for civil penalties under PAGA based on the aforementioned California  
4 Labor Code violations.

5         5. Defendant denies all material allegations set forth in the Action and any wrongdoing  
6 or violations of law and has asserted numerous affirmative defenses. Notwithstanding, in the interest  
7 of avoiding further litigation, Defendant desires to fully and finally settle the Action, Released Class  
8 Claims (as defined herein), and Released PAGA Claims (as defined herein).

9         6. Class Counsel diligently investigated the class and PAGA claims against Defendant,  
10 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
11 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.  
12 The Parties have engaged in sufficient formal and informal discovery and investigation to assess the  
13 relative merits of the claims and contentions of the Parties.

14         7. On December 4, 2024, the Parties participated in mediation with Katherine J. Edwards,  
15 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance  
16 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The  
17 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an  
18 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs  
19 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,  
20 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set  
21 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the  
22 Class Members, State of California, and PAGA Employees in light of all known facts and  
23 circumstances, including the risk of significant delay and uncertainty associated with litigation and  
24 various defenses asserted by Defendant.

25         8. The Parties expressly acknowledge that this Settlement Agreement is entered into  
26 solely for the purpose of compromising significantly disputed claims and that nothing herein is an  
27 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is  
28 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective

positions.

## **DEFINITIONS**

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) number of Workweeks; (5) number of Pay Periods (if applicable); and (6) amount of their Prior Paid Individual Amount (if applicable).

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from November 14, 2019 through January 15, 2025.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Stanislaus.

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i. “Defendant’s Counsel” means Amber A. Eklof and Seth Weisburst of Gordon Rees Scully Mansukhani, LLP.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the following: (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

l. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

m. “Enhancement Payment(s)” means the amounts to be paid to Plaintiffs, in recognition of their effort and work in prosecuting the Action on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 13.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

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1           p.       “Final Approval Order and Judgment” means the order granting final approval  
2 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
3 Parties, and subject to approval by the Court.

4           q.       “Gross Settlement Amount” means the amount of One Million One Hundred  
5 Seventy-Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$1,176,412.00) to be paid by  
6 Defendant in full satisfaction of the Action, Released Class Claims, and Released PAGA Claims,  
7 which includes the Prior Paid Amount, Attorneys’ Fees and Costs, Enhancement Payments, PAGA  
8 Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement  
9 Class Members. As Defendant has already paid the Prior Paid Amount of One Hundred Twenty-Six  
10 Thousand, Four Hundred Twelve Dollars, and Zero Cents (\$126,412.00) to certain Class Members,  
11 the maximum amount of additional payment Defendant will pay as part of the Gross Settlement  
12 Amount is One Million, Fifty Thousand Dollars, and Zero Cents (\$1,050,000.00), not including  
13 Employer Taxes, unless the Escalator Clause is implicated based on the provisions of Paragraph 16.  
14 Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount.  
15 The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will  
16 return to Defendant.

17           r.       “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
18 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
19 calculated in accordance with Paragraph 18.

20           s.       “Individual Settlement Payment” means the net payment of each Settlement  
21 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
22 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
23 Paragraph 17.

24           t.       “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
25 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
26 in accordance with Paragraph 17.

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1           u.       “LWDA Payment” means the amount of Seventy-Five Thousand Dollars and  
2 Zero Cents (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the  
3 LWDA under the PAGA Settlement, as set forth in Paragraph 14.

4           v.       “Net Settlement Amount” means the Gross Settlement Amount less the Court-  
5 approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement  
6 Administration Costs.

7           w.       “Notice of Objection” means a Settlement Class Member’s written objection to  
8 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the  
9 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s  
10 Social Security number; (c) contain a written statement of all grounds for the objection accompanied  
11 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents  
12 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the  
13 specified address, postmarked on or before the Response Deadline.

14           x.       “PAGA Amount” means the allocation of One Hundred Thousand Dollars and  
15 Zero Cents (\$100,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five  
16 percent (75%) of the PAGA Amount, or \$75,000.00, will be paid to the LWDA (i.e., the LWDA  
17 Payment) and the remaining twenty-five percent (25%), or \$25,000.00, will be distributed to the  
18 PAGA Employees (i.e., the PAGA Employee Amount).

19           y.       “PAGA Employee(s)” means all current and former hourly-paid and/or non-  
20 exempt employees who worked for Defendant in the State of California at any time during the PAGA  
21 Period.

22           z.       “PAGA Employee Amount” means the amount of Twenty-Five Thousand  
23 Dollars and Zero Cents (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA  
24 Employees on a *pro rata* basis based on their Pay Periods.

25           aa.      “PAGA Period” means the period from May 28, 2023 through January 15,  
26 2025. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

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1           bb.   “Pay Periods” means the number of pay periods each PAGA Employee  
2 performed at least some work for Defendant as an hourly-paid and/or non-exempt employee in  
3 California during the PAGA Period. Pay Periods will be provided by Defendant to the Settlement  
4 Administrator as part of the provided Class List.

5           cc.   “Preliminary Approval” means the date on which the Court enters the  
6 Preliminary Approval Order.

7           dd.   “Preliminary Approval Order” means the order granting preliminary approval  
8 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
9 the Court.

10          ee.   “Prior Paid Amount” means the amount of One Hundred Twenty-Six Thousand  
11 Four Hundred Twelve Dollars and Zero Cents (\$126,412.00) that was already paid to Class Members  
12 from the Gross Settlement Amount for *Pick-Up Stix* individual release agreements.

13          ff.   “Prior Paid Individual Amount” means the gross amount a Class Member  
14 received from the Prior Paid Amount.

15          gg.   “Released Class Claims” means any and all claims which were alleged or which  
16 could have been alleged based on the factual allegations in the Operative Complaint and/or PAGA  
17 Letter, arising during the Class Period, which specifically includes but is not limited to claims for  
18 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest  
19 periods and associated premium payments, timely pay wages during employment and upon  
20 termination, provide accurate wage statements, and reimburse necessary business-related expenses  
21 and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 213, 216, 218.5,  
22 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432,  
23 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,  
24 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, the applicable  
25 Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections  
26 16600, 16700, and 17200, *et seq.*, California Civil Code section 1786, *et seq.*, and 15 U.S.C. section  
27 1681, *et seq.*, and all the claims, charges, complaints, liens, demands, causes of action, obligations,  
28 damages, and liabilities, known or suspected based on the allegations and/or statutes/orders above.

1           hh.     “Released PAGA Claims” means any and all claims arising from any of the  
2 factual allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period,  
3 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections  
4 2698 *et seq.*, which specifically includes but is not limited to claims for Defendant’s alleged failure to  
5 pay overtime and minimum wages, provide compliant meal and rest periods and associated premium  
6 payments, timely pay wages during employment and upon termination, provide compliant wage  
7 statements, maintain complete and accurate payroll records, and reimburse necessary business-related  
8 expenses and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 212,  
9 213, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234,  
10 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 11744, 1174.5, 1194, 1194.2,  
11 1197, 1197.1, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4,  
12 and the applicable Industrial Welfare Commission Wage Order(s).

13           ii.     “Released Parties” means Defendant and its affiliates, parents, and each of their  
14 company-sponsored employee benefit plans, and their respective successors and predecessors in  
15 interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and  
16 agents, and each of their past, present and future officers, directors, shareholders, employees, agents,  
17 principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

18           jj.     “Request for Exclusion” means a letter submitted by a Class Member indicating  
19 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
20 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and  
21 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class  
22 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the  
23 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

24           kk.     “Response Deadline” means the deadline by which Class Members must submit  
25 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five  
26 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to  
27 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response  
28 Deadline will be extended to the next day on which the United States Postal service is open. The

1 Response Deadline may also be extended by express agreement between Class Counsel and  
2 Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response  
3 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original  
4 Response Deadline.

5 ll. "Settlement Administrator" means CPT Group, Inc., or any other third-party  
6 class action settlement administrator agreed to by the Parties and approved by the Court for purposes  
7 of administering the Settlement. The Parties and their counsel each represent that they do not have  
8 any financial interest in the Settlement Administrator or otherwise have a relationship with the  
9 Settlement Administrator that could create a conflict of interest.

10 mm. "Settlement Administration Costs" means the costs payable from the Gross  
11 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
12 Paragraph 15.

13 nn. "Settlement Class" or "Settlement Class Member(s)" means all Class Members  
14 who do not submit a timely and valid Request for Exclusion.

15 oo. "Workweeks" means the number of weeks each Class Member performed at  
16 least some work for Defendant as an hourly-paid and/or non-exempt employee in California during  
17 the Class Period. Workweeks will be provided by Defendant to the Settlement Administrator as part  
18 of the provided Class List.

### 19 **CLASS CERTIFICATION**

20 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
21 Class.

22 11. The Parties agree that certification for the purpose of settlement is not an admission  
23 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for  
24 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as  
25 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not  
26 be admissible in connection with, the issue of whether or not certification would be inappropriate in a  
27 non-settlement context.

28 ///

1 **TERMS OF THE AGREEMENT**

2 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set  
3 forth herein, the Parties agree, subject to the Court's approval, as follows:

4 12. Attorneys' Fees and Costs. Defendant agrees not to oppose any application or motion  
5 by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the Gross  
6 Settlement Amount (i.e., \$411,744.20 if the Gross Settlement Amount is \$1,176,412.00) and  
7 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement  
8 of the Action, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00),  
9 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all  
10 work performed and any and all costs incurred by Class Counsel in connection with the litigation of  
11 the Action, including without limitation all work performed and costs incurred to date, and all work  
12 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this  
13 Settlement Agreement, including any objections raised and any appeals necessitated by those  
14 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this  
15 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
16 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any  
17 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel  
18 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

19 13. Enhancement Payment(s). Defendant agrees not to oppose any application or motion  
20 by Plaintiffs for Enhancement Payments in the amounts up to Seven Thousand Five Hundred Dollars  
21 and Zero Cents (\$7,500.00) to each Plaintiff (for a total of up to \$15,000.00). The Enhancement  
22 Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be  
23 in addition to any other payments Plaintiffs are entitled to under the Settlement. Plaintiffs shall be  
24 solely and legally responsible for correctly characterizing this compensation for tax purposes and for  
25 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form  
26 1099 to Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement  
27 Payments that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement  
28 Amount for the benefit of the Settlement Class Members.

1           14.     PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
2 One Hundred Thousand Dollars and Zero Cents (\$100,000.00) shall be allocated from the Gross  
3 Settlement Amount as civil penalties under the Private Attorneys General Act, California Labor Code  
4 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00,  
5 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000.00,  
6 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based  
7 on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e.,  
8 the Individual PAGA Payments).

9           15.     Settlement Administration Costs. The Settlement Administrator will be paid for the  
10 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
11 which is currently estimated not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00).  
12 These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will  
13 include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class  
14 Notices and other documents for the Settlement, calculating and distributing payments due under the  
15 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,  
16 and remittances, providing necessary reports and declarations, and other duties and responsibilities set  
17 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual  
18 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess  
19 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any  
20 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not  
21 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement  
22 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the  
23 Settlement Class Members.

24           16.     Escalator Clause. Defendant has represented that the Class Members worked a total of  
25 43,452 workweeks during the period November 14, 2019 to December 4, 2024. If it is determined by  
26 the Settlement Administrator that the total number of Workweeks worked by the Class Members  
27 during the Class Period actually exceeds 43,452 by more than 2.5% (i.e., if the Workweeks exceed  
28 44,539), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the

percentage increase in the number of Workweeks worked by the Class Members above 2.5% (i.e., if the number of Workweeks increases by 7.5%, then the Gross Settlement Amount will increase by 5%).

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement. If a Class Member received a Prior Paid Individual Amount, then the amount of the Prior Paid Individual Amount will be deducted from their Individual Settlement Share.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to each Settlement Class Member's final Individual Settlement Share. If a Class Member received a Prior Paid Individual Amount, then the amount of the Prior Paid Individual Amount will be deducted from their Individual Settlement Share.

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages

will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

20. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

21. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE

1 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS  
2 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
3 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
4 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
5 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
6 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
7 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)  
8 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
9 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
10 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
11 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
12 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
13 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
14 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S  
15 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
16 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
17 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
18 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

19       23.     Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
20 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
21 are issued to the payee. It is expressly understood and agreed that payments made under this  
22 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, and/or any PAGA  
23 Employee to additional compensation or benefits under any new or additional compensation or  
24 benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the  
25 Class Period, nor will it entitle Plaintiffs, Settlement Class Members, and/or any PAGA Employee to  
26 any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits  
27 (notwithstanding any contrary language or agreement in any benefit or compensation plan document  
28 that might have been in effect during the Class Period).

1           24.     Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

2     Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of  
3     the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement  
4     Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a  
5     draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to  
6     oppose the motion for preliminary approval of the Settlement so long as the motion is consistent with  
7     this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the  
8     Preliminary Approval Order seeking the following:

- 9           a.     Conditionally certifying the Class for settlement purposes only;
- 10          b.     Granting Preliminary Approval of the Settlement;
- 11          c.     Preliminarily appointing Plaintiffs as the representatives of the Class;
- 12          d.     Preliminarily appointing Class Counsel as counsel for the Class;
- 13          e.     Approving as to form and content, the mutually-agreed upon and proposed  
14     Class Notice and directing its mailing by First Class U.S. Mail;
- 15          f.     Approving the manner and method for Class Members to request exclusion  
16     from or object to the Class Settlement as contained herein and within the Class Notice; and
- 17          g.     Scheduling a Final Approval Hearing at which the Court will determine whether  
18     Final Approval of the Settlement should be granted.

19           25.     Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),  
20     Class Counsel shall notify the LWDA of the Settlement.

21           26.     Delivery of Class List. Within fifteen (15) business days of Preliminary Approval,  
22     Defendant will provide the Class List to the Settlement Administrator.

23           27.     Notice by First-Class U.S. Mail.

24           a.     Within seven (7) calendar days after receiving the Class List from Defendant,  
25     the Settlement Administrator will perform a search based on the National Change of Address Database  
26     or any other similar services available, such as provided by Experian, for information to update and  
27     correct for any known or identifiable address changes, and will mail a Class Notice in English and  
28     Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via

1 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement  
2 Administrator.

3 b. Any Class Notice returned to the Settlement Administrator as undeliverable on  
4 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding  
5 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on  
6 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
7 attempt to determine the correct address using a skip-trace or other search, using the name, address,  
8 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)  
9 calendar days.

10 c. Compliance with the procedures described herein above shall constitute due and  
11 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.  
12 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
13 provide notice of the Settlement.

14 28. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an  
15 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to  
16 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the  
17 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
18 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute  
19 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data  
20 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class  
21 Member, Defendant's records will be presumed to be correct and determinative of the dispute.  
22 However, if a Class Member produces information and/or documents to the contrary, the Settlement  
23 Administrator will evaluate the materials submitted by the Class Member and the Settlement  
24 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that  
25 the disputing Class Member should be credited with under the Settlement. The Settlement  
26 Administrator's decision on such disputes will be final and non-appealable.

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1           29.     Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
2 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
3 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
4 postmark on the return mailing envelope will be the exclusive means to determine whether a Request  
5 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
6 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
7 submitted, and also identify the individuals who have submitted a timely and valid Request for  
8 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
9 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage (directly or  
10 indirectly) Class Members to request exclusion from the Class Settlement. Any Class Member who  
11 submits a Request for Exclusion is prohibited from making any objection to the Class Settlement.  
12 Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the  
13 Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who  
14 does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid  
15 Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not  
16 limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered  
17 by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA  
18 Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment,  
19 irrespective of whether they submit a Request for Exclusion.

20           30.     Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
21 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
22 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
23 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
24 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's  
25 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
26 and complete and which were not), and also attach them to a declaration that is to be filed with the  
27 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
28 seek to solicit or otherwise encourage (directly or indirectly) Settlement Class Members to object to

the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

31. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute.

32. Defendant's Right to Rescind. If more than seven and a half percent (7.5%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within ten (10) business days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

33. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.

1 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
2 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion  
3 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final  
4 Approval Order and Judgment, which will provide for, in substantial part, the following:

5 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
6 consummation of its terms and provisions;

7 b. Certification of the Settlement Class;

8 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

9 d. Approval of the application for Enhancement Payments to Plaintiffs;

10 e. Directing Defendant to fund all amounts due under the Settlement Agreement  
11 and ordered by the Court; and

12 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in  
13 conformity with California Rules of Court 3.769 and the Settlement Agreement.

14 35. Funding of the Gross Settlement Amount. No later than fifteen (15) business days after  
15 the Effective Date, Defendant will deposit the Gross Settlement Amount, less the Prior Paid Amount,  
16 into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-  
17 1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information  
18 necessary for the Settlement Administrator to calculate necessary payroll taxes including its official  
19 name, 8-digit state unemployment insurance tax ID number, and other information requested by the  
20 Settlement Administrator, no later than fifteen (15) business days after the Effective Date.

21 36. Distribution of the Gross Settlement Amount. Within five (5) business days of the  
22 funding of the Gross Settlement Amount, less the Prior Paid Amount, the Settlement Administrator  
23 will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA  
24 Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs,  
25 Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The  
26 Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes,  
27 contributions, and withholding, and timely forward these to the appropriate government authorities.

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1           37.     Settlement Checks. The Settlement Administrator will be responsible for undertaking  
2 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
3 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
4 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
5 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
6 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
7 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
8 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
9 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
10 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
11 associated with such canceled checks shall be distributed by the Settlement Administrator to the State  
12 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or  
13 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under  
14 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to  
15 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant  
16 will not be required to pay any interest on such amounts. Should the Court require a *cy pres* recipient,  
17 then the Parties shall select a mutually agreeable *cy pres* recipient. The Settlement Administrator shall  
18 undertake amended and/or supplemental tax filings and reporting required under applicable local,  
19 state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement  
20 Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual  
21 Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and  
22 PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be  
23 bound by the PAGA Settlement.

24           38.     Class Settlement Release. Upon the Effective Date and full funding of the Gross  
25 Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally,  
26 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all  
27 Released Class Claims.

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1           39.   PAGA Settlement Release. Upon the Effective Date and full funding of the Gross  
2 Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all  
3 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,  
4 relinquished, and discharged the Released Parties of all Released PAGA Claims.

5           40.   Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross  
6 Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully,  
7 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties  
8 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'  
9 fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or  
10 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their employment  
11 and/or separation of employment with Defendant, which Plaintiffs, at any time up until the execution  
12 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general  
13 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the  
14 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released  
15 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the  
16 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil  
17 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as  
18 follows:

19           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**  
20 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
21 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**  
22 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**  
23 **THE DEBTOR OR RELEASED PARTY.**

24           41.   Final Approval Order and Judgment. The Parties shall provide the Settlement  
25 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
26 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
27 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
28 Class will be required.

1           42.   Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the  
2 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
3 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
4 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
5 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
6 Settlement Agreement.

7           43.   Effects of Termination or Rescission of Settlement. Termination or rescission of the  
8 Settlement Agreement shall have the following effects:

9                   a.       The Settlement Agreement shall be void and shall have no force or effect, and  
10 no Party shall be bound by any of its terms;

11                   b.       In the event the Settlement Agreement is terminated, Defendant shall have no  
12 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
13 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
14 Administrator is notified that the Settlement has been terminated;

15                   c.       The Preliminary Approval Order and Final Approval Order and Judgment,  
16 including any order certifying the Class, shall be vacated;

17                   d.       The Settlement Agreement and all negotiations, statements, and proceedings  
18 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
19 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

20                   e.       Neither this Settlement Agreement, nor any ancillary documents, actions,  
21 statements, or filings in furtherance of the Settlement (including all matters associated with the  
22 mediation) shall be admissible or offered into evidence in the Action or any other action for any  
23 purpose whatsoever; and

24                   f.       Any documents generated to bring the Settlement into effect, will be null and  
25 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
26 likewise be treated as void from the beginning.

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1           44.    No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
4 of action or right herein released and discharged.

5           45.    Exhibits Incorporated by Reference. The terms of this Settlement include the terms set  
6 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.  
7 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

8           46.    Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
13 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure  
14 Section 1856(a), which provide that a written agreement is to be construed according to its terms and  
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic  
16 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement  
17 Agreement.

18           47.    Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
19 the Action (including with respect to California Code of Civil Procedure Section 583.310), except  
20 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final  
21 Approval Hearing to be conducted by the Court.

22           48.    Amendment or Modification. Prior to the filing of the motion for preliminary approval  
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
28 constitute a waiver of any other provision.

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1           49.    Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
9 confidentiality provisions that otherwise might apply under state or federal law.

10           50.    Publicity. Plaintiffs and Class Counsel agree not to issue a press release or otherwise  
11 notify the media about the terms of the Settlement or advertise or market any terms of the Settlement  
12 through written, recorded, or electronic communications. In addition, Class Counsel will not put  
13 details about the Settlement on their website(s), unless no reference is made to the case name or  
14 Defendant. If Plaintiffs or Class Counsel are contacted regarding this case, they will take reasonable  
15 steps to determine whether the contacting party is a member of the Class. If the contacting party is  
16 not a Class Member or the legal representative of a Class Member, they will state only that the lawsuit  
17 exists and has been resolved. However, this will not prevent Class Counsel from undertaking required  
18 submissions and disclosures that are required to obtain approval of the Settlement, and carry out their  
19 duties as Class Counsel to communicate with Class Members. Nothing herein will restrict Class  
20 Counsel from including publicly available information regarding the Settlement in future judicial  
21 submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiffs and  
22 Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity  
23 with PAGA.

24           51.    Signatories. It is agreed that because the members of the Class are so numerous, it is  
25 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
26 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
27 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
28 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have  
the same force and effect as if this Settlement Agreement were executed by each Settlement Class  
Member and PAGA Employee.

1           52.    Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
2 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3           53.    California Law Governs. All terms of this Settlement Agreement and attached exhibits  
4 hereto will be governed by and interpreted according to the laws of the State of California.

5           54.    Execution and Counterparts. This Settlement Agreement is subject only to the  
6 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
7 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
8 copies of the signature page, will be deemed to be one and the same instrument.

9           55.    Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
10 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
11 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into  
12 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
13 represented by competent counsel and that they have had an opportunity to consult with their counsel  
14 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to  
15 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
16 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
17 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

18           56.    Invalidity of Any Provision. Before declaring any provision of this Settlement  
19 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
20 possible consistent with applicable precedents so as to define all provisions of this Settlement  
21 Agreement valid and enforceable.

22           57.    Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by  
23 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate  
24 to implement the Settlement.

25           58.    Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
26 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
27 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
28 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines

1 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
2 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
3 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
4 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
5 construed as an admission or concession by Defendant of any such violations or failures to comply  
6 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement  
7 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received  
8 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant  
9 or to establish the existence of any condition constituting a violation of, or a non-compliance with,  
10 federal, state, local, or other applicable law.

11 59. Captions. The captions and paragraph numbers in this Settlement Agreement are  
12 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or  
13 intent of the provisions of this Settlement Agreement.

14 60. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
15 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be  
16 construed more strictly against one Party than another merely by virtue of the fact that it may have  
17 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length  
18 negotiations between the Parties, all Parties have contributed equally to the preparation of this  
19 Settlement Agreement.

20 61. Representation By Counsel. The Parties acknowledge that they have been represented  
21 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
22 that this Settlement Agreement has been executed with the consent and advice of counsel, and  
23 reviewed in full.

24 62. All Terms Subject to Final Court Approval. All amounts and procedures described in  
25 this Settlement Agreement herein will be subject to final Court approval.

26 63. Notices. All notices, demands, and other communications to be provided concerning  
27 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third  
28 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed

as follows:

To Plaintiffs and Class Counsel:

Jonathan M. Genish

jgenish@blackstonepc.com

Karen I. Gold

kgold@blackstonepc.com

Marissa A. Mayhood

mmayhood@blackstonepc.com

Alexandra Rose

arose@blackstonepc.com

Jasmine Y. Kianfard

jkianfard@blackstonepc.com

**BLACKSTONE LAW, APC**

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Amber A. Eklof

aeklof@grsm.com

Seth Weisburst

sweisburst@grsm.com

**GORDON REES SCULLY MANSUKHANI, LLP**

315 Pacific Avenue

San Francisco, California 94111

Tel: (415) 986-5900 / Fax: (415) 986-8054

64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF JUAN CAMPOS-LEDEZMA**

Dated: 07/22/2025



Plaintiff Juan Campos-Ledezma

**PLAINTIFF HECTOR SANCHEZ**

*Heber  
Sanchez*

Dated: 07/23/2025

Plaintiff Hector Sanchez

**DEFENDANT INSTITUTE FOR  
ENVIRONMENTAL HEALTH, INC.**

*[Signature]*

Dated: August 4, 2025

Full Name: Dalia Alfi

Title: CEO

On behalf of Defendant Institute for  
Environmental Health, Inc.

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**

*[Signature]*

Dated: July 23, 2025

Alexandra Rose

*Attorneys for* Plaintiffs Juan Campos-Ledezma  
and Hector Sanchez and Proposed Class Counsel

**GORDON REES SCULLY MANSUKHANI,  
LLP**

*[Signature]*

Dated: August 21, 2025

Amber A. Eklof

Seth Weisburst

*Attorneys for* Defendant Institute for  
Environmental Health, Inc.

# **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.***  
**Superior Court of California for the County of Stanislaus, Case No. CV-23-006693**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Juan Campos-Ledezma and Hector Sanchez (together, "Plaintiffs") and Defendant Institute of Environmental Health, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class" or "Class Member(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

**"Class Period"** means the period from November 14, 2019 through January 15, 2025.

**"Class Settlement"** means the settlement and resolution of all Released Class Claims.

**"PAGA Employee(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

**"PAGA Period"** means the period from May 28, 2023 through January 15, 2025.

**"PAGA Settlement"** means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On November 14, 2023, Plaintiff Juan Campos-Ledezma commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the action entitled *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Stanislaus County Superior Court Case No. CV-23-006693 (the "Campos Action"). On May 28, 2024, Plaintiff Hector Sanchez provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were allegedly violated ("PAGA Letter"). On February 4, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint"), which added Plaintiff Hector Sanchez as a named plaintiff and a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it engaged in any wrongdoing or violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Juan Campos-Ledezma and Hector Sanchez as representatives of the Class (together, “Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Karen I. Gold  
Marissa A. Mayhood  
Alexandra Rose  
Jasmine Y. Kianfard  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is One Million One Hundred Seventy-Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$1,176,412.00) (the “Gross Settlement Amount”), which includes the amount of One Hundred Twenty-Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$126,412.00) that was already paid to certain Class Members for individual release agreements (the “Prior Paid Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$411,744.20), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) for their services in the Action; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$75,000.00) (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member performed at least some work

for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). If a Class Member received a payment that constitutes a portion of the Prior Paid Amount (“Prior Paid Individual Amount”), then the gross amount of the Prior Paid Individual Amount will be deducted from their Individual Settlement Share. Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee performed at least some work for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

#### **B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records**

According to Defendant’s records:

- **From November 14, 2019 through January 15, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From May 28, 2023 through January 15, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

#### **C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you. If you received a Prior Paid Individual Amount, then that amount will be deducted from your Individual Settlement Share.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Based on Defendant's records, you already received \$ [REDACTED] for an individual settlement agreement related to the claims asserted in the Action. Accordingly, that amount has been deducted from your Individual Settlement Share above.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint and/or PAGA Letter, arising during the Class Period, which specifically includes but is not limited to claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 213, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, the applicable Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections 16600, 16700, and 17200, *et seq.*, California Civil Code section 1786, *et seq.*, and 15 U.S.C. section 1681, *et seq.*, and all the claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities, known or suspected based on the allegations and/or statutes/orders above.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes but is not limited to claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, and the applicable Industrial Welfare Commission Wage Order(s).

"Released Parties" means Defendant and its affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers,

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$411,744.20) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payments to Plaintiffs**

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) ("Enhancement Payment(s)"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments that are entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or**

before **[Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 22 of the Stanislaus County Superior Court, located at 1010 10th Street, Sixth Floor, Modesto, California 95354, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through the Stanislaus Superior Court’s website: <https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting <https://stanportal.stanct.org/search> and entering the case number (Case No. CV-23-006693).

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT]**, OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

# **EXHIBIT 2**

1 Karen I. Gold (State Bar No. 259031)  
kgold@blackstonepc.com  
2 Marissa A. Mayhood (State Bar No. 334376)  
mmayhood@blackstonepc.com  
3 Alexandra Rose (State Bar No. 329407)  
arose@blackstonepc.com  
4 Jasmine Y. Kianfard (State Bar No. 349975)  
jkianfard@blackstonepc.com  
5 **BLACKSTONE LAW, APC**  
8383 Wilshire Boulevard, Suite 745  
6 Beverly Hills, California 90211  
7 Tel: (310) 622-4278 / Fax: (855) 786-6356

8 Attorneys for Plaintiff JUAN CAMPOS-  
LEDEZMA, individually and on behalf of  
9 others similarly situated & HECTOR  
SANCHEZ, individually, and on behalf of  
10 other similarly situated employees and  
aggrieved employees pursuant to PAGA

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF STANISLAUS**

13 JUAN CAMPOS-LEDEZMA, individually  
14 and on behalf of others similarly situated, &  
HECTOR SANCHEZ, individually, and on  
15 behalf of other similarly situated employees  
and aggrieved employees pursuant to PAGA,

16  
17 Plaintiff,

18 vs.

19 INSITUTE FOR ENVIRONMENTAL  
20 HEALTH, INC., a Washington Corporation;  
and DOES 1 through 25, inclusive,

21  
22 Defendants.  
23  
24  
25  
26  
27  
28

**FILED**

**OCT 29 2025**

CLERK OF THE SUPERIOR COURT

COUNTY OF STANISLAUS

*[Signature]*

Case No.: CV-23-006693

Honorable Stacy P. Speiller  
Department 22

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: October 17, 2025  
Time: 8:30 a.m.  
Dept.: 22

Complaint Filed: November 14, 2023  
FAC Filed: February 4, 2025  
Trial Date: Not Set

**~~PROPOSED~~ ORDER**

On October 15, 2025 at 8:30 a.m. in Department 22 of the above-captioned Court located at 1010 10<sup>th</sup> Street, Sixth Floor, Modesto, California 95354, Plaintiffs Juan Campos-Ledezma's and Hector Sanchez's (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Stacy P. Speiller. Blackstone Law, APC appeared on behalf of Plaintiffs and Gordon Rees Scully Mansukhani, LLP appeared on behalf of Defendant Institute of Environmental Health, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

**IT IS HEREBY ORDERED THAT:**

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

1 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could  
2 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery  
3 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement  
4 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable  
5 when balanced against the probable outcome of further litigation relating to certification, liability, and  
6 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets the  
8 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)  
9 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;  
10 (b) common questions of law and fact predominate, and there is a well-defined community of interest  
11 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'  
12 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately  
13 protect the interests of the members of the Class; (e) a class action is superior to other available  
14 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as  
15 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as  
17 follows:

18 All current and former hourly-paid and/or non-exempt employees who worked for  
19 Defendant in the State of California at any time during the Class Period.

20 (The Class Period is defined as the period from November 14, 2019 through  
21 January 15, 2025.)

22 7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Marissa A.  
23 Mayhood, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC as counsel for the Class  
24 ("Class Counsel").

25 8. The Court provisionally appoints Plaintiffs Juan Campos-Ledezma and Hector Sanchez  
26 as the representatives of the Class ("Class Representatives").

27 9. The Court provisionally appoints CPT Group, Inc. to handle the administration of the  
28 Settlement ("Settlement Administrator").

///

1           10.     Within fifteen (15) business days after entry of this Order, Defendant will provide the  
2 Settlement Administrator with the following information about each Class Member: full name, last  
3 known mailing address, Social Security number, number of Workweeks, number of Pay Periods (if  
4 applicable), and amount of their Prior Paid Individual Amount (if applicable) (collectively referred to  
5 as the "Class List") in conformity with the Settlement Agreement.

6           11.     The Court approves, both as to form and content, the Notice of Class Action Settlement  
7 ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members  
8 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
9 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
10 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of  
11 Class Members' right to dispute the Workweeks and/or Pay Periods credited to each of them by  
12 submitting a Dispute, and of each Settlement Class Member's right and opportunity to object to the  
13 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court  
14 further finds that distribution of the Class Notice substantially in the manner and form set forth in the  
15 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement  
16 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to  
17 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class  
18 Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven (7) calendar  
19 days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

20           12.     The Court hereby preliminarily approves the proposed procedure, set forth in the  
21 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
22 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity  
23 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or  
24 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the  
25 Settlement Administrator to Class Members ("Response Deadline"), or, in the case of a re-mailed  
26 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original  
27 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded  
28 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not

1 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.  
2 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual  
3 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who  
4 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be  
5 bound by the Settlement Agreement and any final judgment based thereon.

6 13. A Final Approval Hearing shall be held before this Court on  
7 2/18/26 at 8:30 a.m./p.m. in Department 22 of the Stanislaus  
8 County Superior Court, located at 1010 10<sup>th</sup> Street, Sixth Floor, Modesto, California 95354, to  
9 determine all necessary matters concerning the Settlement, including: whether the proposed settlement  
10 of the action on the terms and conditions provided for in the Settlement is fair, adequate, and  
11 reasonable and should be finally approved by the Court; whether a judgment, as provided in the  
12 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should  
13 be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and  
14 determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment,  
15 Settlement Administration Costs, and allocation for the PAGA Amount.

16 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
17 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the  
18 appropriate declarations and supporting evidence, including the Settlement Administrator's  
19 declaration, by \_\_\_\_\_, to be heard at the Final Approval Hearing.

20 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice  
21 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of  
22 Objection must be signed and must contain the information that is required, as set forth in the Class  
23 Notice, including and not limited to the grounds for the objection. Settlement Class Members,  
24 individually or through counsel, may also present their objection orally at the Final Approval Hearing,  
25 regardless of whether they have submitted a Notice of Objection.

26 16. In the event the Settlement does not become effective in accordance with the terms of  
27 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails  
28 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and

1 the parties shall revert back to their respective positions as of before entering into the Settlement  
2 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible  
3 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

4 17. The Court reserves the right to adjourn or continue the date of the Final Approval  
5 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
6 Members and retains jurisdiction to consider all further applications arising out of or connected with  
7 the Settlement.

8 **IT IS SO ORDERED.**

9 Dated: 10/29/15

  
Honorable Stacy P. Speiller  
Judge of the Superior Court

# **EXHIBIT 3**

1 **AMENDMENT NO. 1 TO**

2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

3 This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered  
4 into between Plaintiffs Juan Campos-Ledezma and Hector Sanchez (together, “Plaintiffs”) and  
5 Defendant Institute of Environmental Health, Inc. (“Defendant”) (collectively, with Plaintiffs, the  
6 “Parties”) pursuant to Paragraph 48 of the Joint Stipulation of Class Action and PAGA Settlement  
7 (“Original Agreement”) entered into between the Parties on August 21, 2025.

8 **A. Paragraph 17 of the Original Agreement is hereby amended to state as follows:**

9 Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and  
10 apportioned from the Net Settlement Amount based on the Class Members’ number of Workweeks,  
11 as follows:

12 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
13 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek  
14 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value  
15 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be  
16 entitled to receive under the Class Settlement. If a Class Member received a Prior Paid Individual  
17 Amount, then the amount of the Prior Paid Individual Amount will be deducted from their Individual  
18 Settlement Share. Should there be a remaining balance from the Prior Paid Amount after deducting  
19 the Prior Paid Individual Amount from each Class Member’s Individual Settlement Share, then the  
20 remaining balance will be deducted on a *pro rata* basis from the Class Members’ Individual Settlement  
21 Shares who received a Prior Paid Individual Amount. For the avoidance of doubt, no Individual  
22 Settlement Share should be less than \$0.

23 b. After Final Approval, the Settlement Administrator will divide the Net  
24 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek  
25 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek  
26 Value to yield each Settlement Class Member’s final Individual Settlement Share. If a Class Member  
27 received a Prior Paid Individual Amount, then the amount of the Prior Paid Individual Amount will be  
28

deducted from their Individual Settlement Share. Should there be a remaining balance from the Prior Paid Amount after deducting the Prior Paid Individual Amount of each Settlement Class Member's Individual Settlement Share, then the remaining balance will be deducted on a *pro rata* basis from the Settlement Class Members' Individual Settlement Shares who received a Prior Paid Individual Amount. For the avoidance of doubt, no Individual Settlement Share should be less than \$0.

**B. The Notice of Class Action Settlement attached to the Original Agreement as “Exhibit A” is hereby replaced with the revised Notice of Class Action Settlement attached hereto as “Exhibit A.”**

Dated: January 14, 2026

**BLACKSTONE LAW, APC**

By: /s/ Jasmine Y. Kianfard  
Karen I. Gold  
Marissa A. Mayhood  
Alexandra Rose  
Jasmine Y. Kianfard

Attorneys for Plaintiffs Juan Campos-Ledezma and  
Hector Sanchez and Proposed Class Counsel

Dated: January 14, 2026

**GORDON REES SCULLY MANSUKHANI,  
LLP**

By: /s/ Seth Weisburst  
Amber A. Eklof  
Seth Weisburst  
Attorneys for Defendant Institute for  
Environmental Health, Inc.

# EXHIBIT A

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.***  
**Superior Court of California for the County of Stanislaus, Case No. CV-23-006693**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Juan Campos-Ledezma and Hector Sanchez (together, "Plaintiffs") and Defendant Institute of Environmental Health, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class" or "Class Member(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

**"Class Period"** means the period from November 14, 2019 through January 15, 2025.

**"Class Settlement"** means the settlement and resolution of all Released Class Claims.

**"PAGA Employee(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

**"PAGA Period"** means the period from May 28, 2023 through January 15, 2025.

**"PAGA Settlement"** means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On November 14, 2023, Plaintiff Juan Campos-Ledezma commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the action entitled *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Stanislaus County Superior Court Case No. CV-23-006693 (the "Campos Action"). On May 28, 2024, Plaintiff Hector Sanchez provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were allegedly violated ("PAGA Letter"). On February 4, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint"), which added Plaintiff Hector Sanchez as a named plaintiff and a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it engaged in any wrongdoing or violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, “Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Juan Campos-Ledezma and Hector Sanchez as representatives of the Class (together, “Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Karen I. Gold  
Marissa A. Mayhood  
Alexandra Rose  
Jasmine Y. Kianfard  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is One Million One Hundred Seventy-Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$1,176,412.00) (the “Gross Settlement Amount”), which includes the amount of One Hundred Twenty-Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$126,412.00) that was already paid to certain Class Members for individual release agreements (the “Prior Paid Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$411,744.20), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) for their services in the Action; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$75,000.00) (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member performed at least some work

for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below).

If a Class Member received a payment that constitutes a portion of the Prior Paid Amount (“Prior Paid Individual Amount”), then the gross amount of the Prior Paid Individual Amount will be deducted from their Individual Settlement Share. Should there be a remaining balance from the Prior Paid Amount after deducting the Prior Paid Individual Amount from each Class Member’s Individual Settlement Share, then the remaining balance will be deducted on a *pro rata* basis from the Class Members’ Individual Settlement Shares who received a Prior Paid Individual Amount. No Individual Settlement Share will be less than \$0. Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee performed at least some work for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

#### **B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records**

According to Defendant’s records:

- **From November 14, 2019 through January 15, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From May 28, 2023 through January 15, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

#### **C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you. If you received a Prior Paid Individual Amount, then that amount will be deducted from your Individual Settlement Share.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Based on Defendant's records, you already received \$ [REDACTED] for an individual settlement agreement related to the claims asserted in the Action. Accordingly, that amount has been deducted from your Individual Settlement Share above.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint and/or PAGA Letter, arising during the Class Period, which specifically includes but is not limited to claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 213, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, the applicable Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections 16600, 16700, and 17200, *et seq.*, California Civil Code section 1786, *et seq.*, and 15 U.S.C. section 1681, *et seq.*, and all the claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities, known or suspected based on the allegations and/or statutes/orders above.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes but is not limited to claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 11744, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, and the applicable Industrial Welfare Commission Wage Order(s).

"Released Parties" means Defendant and its affiliates, parents, and each of their company-sponsored employee benefit

plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers,

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$411,744.20) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payments to Plaintiffs**

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) ("Enhancement Payment(s)"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments that are entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of*

*Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** **[Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** **[Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 22 of the Stanislaus County Superior Court, located at 1010 10th Street, Sixth Floor, Modesto, California 95354, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through the Stanislaus Superior Court’s website: <https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting <https://stanportal.stanct.org/search> and entering the case number (Case No. CV-23-006693).

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE**

**FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

# **EXHIBIT 4**

1 Karen I. Gold (State Bar No. 259031)  
kgold@blackstonepc.com  
2 Marissa A. Mayhood (State Bar No. 334376)  
mmayhood@blackstonepc.com  
3 Alexandra Rose (State Bar No. 329407)  
arose@blackstonepc.com  
4 Jasmine Y. Kianfard (State Bar No. 349975)  
jkianfard@blackstonepc.com  
5 **BLACKSTONE LAW, APC**  
6 8383 Wilshire Boulevard, Suite 745  
7 Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

8 Attorneys for Plaintiffs Juan Campos-Ledezma  
9 and Hector Sanchez and the Class

10 *[Additional counsel listed on next page]*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF STANISLAUS**

13 JUAN CAMPOS-LEDEZMA, individually and  
14 on behalf of others similarly situated, &  
15 HECTOR SANCHEZ, individually, and on  
16 behalf of other similarly situated employees and  
aggrieved employees pursuant to PAGA

17 Plaintiff,

18 vs.

19 INSTITUTE FOR ENVIRONMENTAL  
20 HEALTH, INC., a Washington Corporation;  
21 and DOES 1 through 25, inclusive,

22 Defendants.  
23  
24  
25  
26  
27  
28

Electronically Filed  
1/22/2026  
Superior Court of California  
County of Stanislaus  
Hugh K. Swift  
Clerk of the Court  
By: Alecsandra Chavez, Deputy

\$20 PAID

Case No. CV-23-006693

Honorable Stacy P. Speiller  
Department 22

**JOINT STIPULATION TO APPROVE  
AMENDMENT TO SETTLEMENT  
AGREEMENT AND CONTINUE  
HEARING ON MOTION FOR FINAL  
APPROVAL AND RELATED DATES;  
~~[PROPOSED]~~ ORDER**

Complaint Filed: November 14, 2023  
FAC Filed: February 4, 2025  
Trial Date: Not Set

**JOINT STIPULATION TO APPROVE AMENDMENT TO SETTLEMENT AGREEMENT AND  
CONTINUE HEARING ON MOTION FOR FINAL APPROVAL AND RELATED DATES;  
~~[PROPOSED]~~ ORDER**

1 Amber A. Eklof (State Bar No. 305750)

2 aeklof@grsm.com

3 Seth Weisburst (State Bar No. 259323)

4 sweisburst@grsm.com

5 **GORDON REES SCULLY MANSUKHANI, LLP**

6 315 Pacific Avenue

7 San Francisco California, 94111

8 Tel: (415) 875-4313

9 Attorneys for Defendant Institute for Environmental Health, Inc.

1 **TO THE COURT, THE PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiffs Juan Campos Ledezma and Hector Sanchez (together, “Plaintiffs”) and Defendant  
3 Institute of Environmental Health, Inc. (“Defendant”) (collectively referred to as the “Parties”), by and  
4 through their respective attorneys of record, hereby stipulate as follows:

5 **WHEREAS**, on October 29, 2025, the Court entered the Order Granting Preliminary Approval  
6 of Class Action and PAGA Settlement (“Preliminary Approval Order”) preliminarily approving the  
7 Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”) entered into  
8 between the Parties;

9 **WHEREAS**, on November 19, 2025, pursuant to the Preliminary Approval Order, Defendant  
10 transmitted the Class List to the Settlement Administrator;

11 **WHEREAS**, on December 22, 2025, the Settlement Administrator informed the Parties that  
12 the calculation method for the Individual Settlement Shares in Paragraph 17 of the Settlement  
13 Agreement could not be successfully completed. Specifically, due to the inclusion and consideration  
14 of the Prior Paid Amount and deductions of the Prior Paid Individual Amounts, the calculation method  
15 in Paragraph 17 of the Settlement Agreement failed mathematically in which there was a remaining  
16 balance of funds payable to the Class Members, for which Defendant would not receive credit;

17 **WHEREAS**, the Parties and the Settlement Administrator met and conferred and agreed on a  
18 revised calculation for the Individual Settlement Shares that would be equitably fair to each Class  
19 Member and for which Defendant would receive credit as originally agreed to and intended;

20 **WHEREAS**, the Parties agreed to an amendment to the Settlement Agreement to modify the  
21 calculation method of the Individual Settlement Shares in Paragraph 17 of the Settlement Agreement.  
22 A true and correct copy of Amendment No. 1 to Joint Stipulation of Class Action and PAGA  
23 Settlement (“Amendment No. 1”) is attached hereto as **Exhibit 1**. A redlined version of Amendment  
24 No. 1 showing the changes that were made to Paragraph 17 of the Settlement Agreement is attached  
25 hereto as **Exhibit 2**;

26 ///

27 ///

1           **WHEREAS**, the Parties also agreed to revise the Notice of Class Action Settlement (“Class  
2 Notice”) to reflect the changes made to the Settlement Agreement. A true and correct copy of the  
3 revised Class Notice is attached to Amendment No. 1 as Exhibit A. A redlined version of the revised  
4 Class Notice showing the changes that were made to the original Class Notice is attached hereto as  
5 **Exhibit 3**;

6           **WHEREAS**, due to the unexpected delay resulting from the complication of the calculation  
7 method of the Individual Settlement Shares, the original Class Notice was not mailed to the Class  
8 Members and the deadline to file the Motion for Final Approval of Class Action Settlement (“Motion  
9 for Final Approval”) and hearing date on Plaintiffs’ Motion for Final Approval are no longer feasible;

10           **WHEREAS**, the Parties seek an order approving Amendment No. 1 and the revised Class  
11 Notice, continuing the deadline for the Settlement Administrator to mail the Class Notice to Class  
12 Members, continuing the deadline to file the Motion for Final Approval, and continuing the hearing  
13 on Plaintiffs’ Motion for Final Approval.

14           **NOW, THEREFORE**, the Parties, through their respective attorneys of record, **HEREBY**  
15 **STIPULATE AND REQUEST** as follows:

- 16           1. The Court approve Amendment No. 1 and the revised Class Notice;
- 17           2. The deadline for the Settlement Administrator to mail the Class Notice to the Class  
18           Members be continued to five (5) business days after the Court enters the Order  
19           granting this Joint Stipulation to Approve Amendment to Settlement Agreement and  
20           Continue Hearing on Motion for Final Approval and Related Deadlines;
- 21           3. The hearing on Plaintiffs’ Motion for Final Approval be continued from February 18,  
22           2026 at 8:30 a.m. to a date at the end of April, or as close thereafter as is convenient  
23           for the Court; and
- 24           4. The deadline to file the Motion for Final Approval be continued to sixteen (16) court  
25           days prior to the continued hearing on Plaintiffs’ Motion for Final Approval.

26 **IT IS SO STIPULATED.**

27 ///

1 Dated: January 14, 2026

**BLACKSTONE LAW, APC**

3 By: /s/ Jasmine Y. Kianfard

4 Karen I. Gold

Marissa A. Mayhood

Alexandra Rose

Jasmine Y. Kianfard

6 Attorneys for Plaintiffs Juan Campos-Ledezma  
and Hector Sanchez

7 Dated: January 14, 2026

**GORDON REES SCULLY MANSUKHANI,  
LLP**

10 By: /s/ Seth Weisburst

Amber A. Eklof

Seth Weisburst

12 Attorneys for Defendant Institute for  
Environmental Health, Inc.

**~~PROPOSED~~ ORDER**

The Court, having reviewed the Parties' Joint Stipulation to Approve Amendment to Settlement Agreement and Continue Hearing on Motion for Final Approval and Related Dates ("Joint Stipulation"), and FOR GOOD CAUSE appearing, hereby GRANTS the Parties' requests and ORDERS the following:

1. The Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement ("Amendment No. 1") attached as **Exhibit 1** to the Joint Stipulation is approved;

2. The revised Notice of Class Action Settlement ("Class Notice") attached as Exhibit A to Amendment No. 1 is approved;

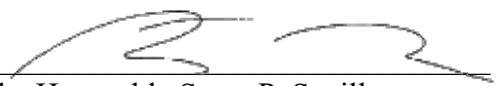
3. The Settlement Administrator shall mail the Class Notice by First Class U.S. mail to all Class Members within five (5) business days of this Order;

4. The hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement ("Motion for Final Approval") is continued to 4/30/26 at 8:30 a.m./p.m. in Department 22 of this Court; and

5. The deadline to file the Motion for Final Approval is continued to sixteen (16) court days prior to the continued hearing on Plaintiffs' Motion for Final Approval.

**IT IS SO ORDERED.**

Dated: 1/21/, 2026

  
The Honorable Stacy P. Speiller  
Judge of the Superior Court

# **EXHIBIT 1**

1 **AMENDMENT NO. 1 TO**

2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

3 This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered  
4 into between Plaintiffs Juan Campos-Ledezma and Hector Sanchez (together, “Plaintiffs”) and  
5 Defendant Institute of Environmental Health, Inc. (“Defendant”) (collectively, with Plaintiffs, the  
6 “Parties”) pursuant to Paragraph 48 of the Joint Stipulation of Class Action and PAGA Settlement  
7 (“Original Agreement”) entered into between the Parties on August 21, 2025.

8 **A. Paragraph 17 of the Original Agreement is hereby amended to state as follows:**

9 Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and  
10 apportioned from the Net Settlement Amount based on the Class Members’ number of Workweeks,  
11 as follows:

12 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
13 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek  
14 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value  
15 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be  
16 entitled to receive under the Class Settlement. If a Class Member received a Prior Paid Individual  
17 Amount, then the amount of the Prior Paid Individual Amount will be deducted from their Individual  
18 Settlement Share. Should there be a remaining balance from the Prior Paid Amount after deducting  
19 the Prior Paid Individual Amount from each Class Member’s Individual Settlement Share, then the  
20 remaining balance will be deducted on a *pro rata* basis from the Class Members’ Individual Settlement  
21 Shares who received a Prior Paid Individual Amount. For the avoidance of doubt, no Individual  
22 Settlement Share should be less than \$0.

23 b. After Final Approval, the Settlement Administrator will divide the Net  
24 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek  
25 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek  
26 Value to yield each Settlement Class Member’s final Individual Settlement Share. If a Class Member  
27 received a Prior Paid Individual Amount, then the amount of the Prior Paid Individual Amount will be  
28

deducted from their Individual Settlement Share. Should there be a remaining balance from the Prior Paid Amount after deducting the Prior Paid Individual Amount of each Settlement Class Member's Individual Settlement Share, then the remaining balance will be deducted on a *pro rata* basis from the Settlement Class Members' Individual Settlement Shares who received a Prior Paid Individual Amount. For the avoidance of doubt, no Individual Settlement Share should be less than \$0.

**B. The Notice of Class Action Settlement attached to the Original Agreement as “Exhibit A” is hereby replaced with the revised Notice of Class Action Settlement attached hereto as “Exhibit A.”**

Dated: January 14, 2026

**BLACKSTONE LAW, APC**

By: /s/ Jasmine Y. Kianfard  
Karen I. Gold  
Marissa A. Mayhood  
Alexandra Rose  
Jasmine Y. Kianfard

Attorneys for Plaintiffs Juan Campos-Ledezma and  
Hector Sanchez and Proposed Class Counsel

Dated: January 14, 2026

**GORDON REES SCULLY MANSUKHANI,  
LLP**

By: /s/ Seth Weisburst  
Amber A. Eklof  
Seth Weisburst  
Attorneys for Defendant Institute for  
Environmental Health, Inc.

# **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.***  
**Superior Court of California for the County of Stanislaus, Case No. CV-23-006693**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Juan Campos-Ledezma and Hector Sanchez (together, "Plaintiffs") and Defendant Institute of Environmental Health, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class" or "Class Member(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

**"Class Period"** means the period from November 14, 2019 through January 15, 2025.

**"Class Settlement"** means the settlement and resolution of all Released Class Claims.

**"PAGA Employee(s)"** means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

**"PAGA Period"** means the period from May 28, 2023 through January 15, 2025.

**"PAGA Settlement"** means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On November 14, 2023, Plaintiff Juan Campos-Ledezma commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the action entitled *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Stanislaus County Superior Court Case No. CV-23-006693 (the "Campos Action"). On May 28, 2024, Plaintiff Hector Sanchez provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were allegedly violated ("PAGA Letter"). On February 4, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint"), which added Plaintiff Hector Sanchez as a named plaintiff and a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it engaged in any wrongdoing or violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, “Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Juan Campos-Ledezma and Hector Sanchez as representatives of the Class (together, “Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Karen I. Gold  
Marissa A. Mayhood  
Alexandra Rose  
Jasmine Y. Kianfard  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is One Million One Hundred Seventy-Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$1,176,412.00) (the “Gross Settlement Amount”), which includes the amount of One Hundred Twenty-Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$126,412.00) that was already paid to certain Class Members for individual release agreements (the “Prior Paid Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$411,744.20), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) for their services in the Action; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$75,000.00) (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member performed at least some work

for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below).

If a Class Member received a payment that constitutes a portion of the Prior Paid Amount (“Prior Paid Individual Amount”), then the gross amount of the Prior Paid Individual Amount will be deducted from their Individual Settlement Share. Should there be a remaining balance from the Prior Paid Amount after deducting the Prior Paid Individual Amount from each Class Member’s Individual Settlement Share, then the remaining balance will be deducted on a *pro rata* basis from the Class Members’ Individual Settlement Shares who received a Prior Paid Individual Amount. No Individual Settlement Share will be less than \$0. Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee performed at least some work for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

#### **B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records**

According to Defendant’s records:

- **From November 14, 2019 through January 15, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From May 28, 2023 through January 15, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

#### **C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you. If you received a Prior Paid Individual Amount, then that amount will be deducted from your Individual Settlement Share.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Based on Defendant's records, you already received \$ [REDACTED] for an individual settlement agreement related to the claims asserted in the Action. Accordingly, that amount has been deducted from your Individual Settlement Share above.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint and/or PAGA Letter, arising during the Class Period, which specifically includes but is not limited to claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 213, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, the applicable Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections 16600, 16700, and 17200, *et seq.*, California Civil Code section 1786, *et seq.*, and 15 U.S.C. section 1681, *et seq.*, and all the claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities, known or suspected based on the allegations and/or statutes/orders above.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes but is not limited to claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 11744, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, and the applicable Industrial Welfare Commission Wage Order(s).

"Released Parties" means Defendant and its affiliates, parents, and each of their company-sponsored employee benefit

plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers,

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$411,744.20) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payments to Plaintiffs**

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) ("Enhancement Payment(s)"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments that are entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of*

*Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** **[Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** **[Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 22 of the Stanislaus County Superior Court, located at 1010 10th Street, Sixth Floor, Modesto, California 95354, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through the Stanislaus Superior Court’s website: <https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting <https://stanportal.stanct.org/search> and entering the case number (Case No. CV-23-006693).

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE**

**FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

# **EXHIBIT 2**

1 **AMENDMENT NO. 1 TO**

2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

3 This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered  
4 into between Plaintiffs Juan Campos-Ledezma and Hector Sanchez (together, “Plaintiffs”) and  
5 Defendant Institute of Environmental Health, Inc. (“Defendant”) (collectively, with Plaintiffs, the  
6 “Parties”) pursuant to Paragraph 48 of the Joint Stipulation of Class Action and PAGA Settlement  
7 (“Original Agreement”) entered into between the Parties on August 21, 2025.

8 **A. Paragraph 17 of the Original Agreement is hereby amended to state as follows:**

9 Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and  
10 apportioned from the Net Settlement Amount based on the Class Members’ number of Workweeks,  
11 as follows:

12 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
13 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek  
14 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value  
15 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be  
16 entitled to receive under the Class Settlement. If a Class Member received a Prior Paid Individual  
17 Amount, then the amount of the Prior Paid Individual Amount will be deducted from their Individual  
18 Settlement Share. Should there be a remaining balance from the Prior Paid Amount after deducting  
19 the Prior Paid Individual Amount from each Class Member’s Individual Settlement Share, then the  
20 remaining balance will be deducted on a *pro rata* basis from the Class Members’ Individual Settlement  
21 Shares who received a Prior Paid Individual Amount. For the avoidance of doubt, no Individual  
22 Settlement Share should be less than \$0.

23 b. After Final Approval, the Settlement Administrator will divide the Net  
24 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek  
25 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek  
26 Value to yield each Settlement Class Member’s final Individual Settlement Share. If a Class Member  
27 received a Prior Paid Individual Amount, then the amount of the Prior Paid Individual Amount will be  
28

deducted from their Individual Settlement Share. Should there be a remaining balance from the Prior Paid Amount after deducting the Prior Paid Individual Amount of each Settlement Class Member's Individual Settlement Share, then the remaining balance will be deducted on a *pro rata* basis from the Settlement Class Members' Individual Settlement Shares who received a Prior Paid Individual Amount. For the avoidance of doubt, no Individual Settlement Share should be less than \$0.

**B. The Notice of Class Action Settlement attached to the Original Agreement as “Exhibit A” is hereby replaced with the revised Notice of Class Action Settlement attached hereto as “Exhibit A.”**

Dated: January 14, 2026

**BLACKSTONE LAW, APC**

By: \_\_\_\_\_  
Karen I. Gold  
Marissa A. Mayhood  
Alexandra Rose  
Jasmine Y. Kianfard

Attorneys for Plaintiffs Juan Campos-Ledezma and  
Hector Sanchez and Proposed Class Counsel

Dated: January 14, 2026

**GORDON REES SCULLY MANSUKHANI,  
LLP**

By: \_\_\_\_\_  
Amber A. Eklof  
Seth Weisburst  
Attorneys for Defendant Institute for  
Environmental Health, Inc.

# **EXHIBIT 3**

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.***  
**Superior Court of California for the County of Stanislaus, Case No. CV-23-006693**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Juan Campos-Ledezma and Hector Sanchez (together, "Plaintiffs") and Defendant Institute of Environmental Health, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from November 14, 2019 through January 15, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from May 28, 2023 through January 15, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On November 14, 2023, Plaintiff Juan Campos-Ledezma commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the action entitled *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Stanislaus County Superior Court Case No. CV-23-006693 (the "Campos Action"). On May 28, 2024, Plaintiff Hector Sanchez provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were allegedly violated ("PAGA Letter"). On February 4, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint"), which added Plaintiff Hector Sanchez as a named plaintiff and a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it engaged in any wrongdoing or violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement [and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement](#) (together, “Settlement” or “Settlement Agreement”).

On [\[Date of Preliminary Approval\]](#), the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Juan Campos-Ledezma and Hector Sanchez as representatives of the Class (together, “Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish  
Karen I. Gold  
Marissa A. Mayhood  
Alexandra Rose  
Jasmine Y. Kianfard  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is One Million One Hundred Seventy-Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$1,176,412.00) (the “Gross Settlement Amount”), which includes the amount of One Hundred Twenty-Six Thousand Four Hundred Twelve Dollars and Zero Cents (\$126,412.00) that was already paid to certain Class Members for individual release agreements (the “Prior Paid Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$411,744.20), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) for their services in the Action; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$75,000.00) (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member performed at least some work

for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below).

If a Class Member received a payment that constitutes a portion of the Prior Paid Amount (“Prior Paid Individual Amount”), then the gross amount of the Prior Paid Individual Amount will be deducted from their Individual Settlement Share. Should there be a remaining balance from the Prior Paid Amount after deducting the Prior Paid Individual Amount from each Class Member’s Individual Settlement Share, then the remaining balance will be deducted on a *pro rata* basis from the Class Members’ Individual Settlement Shares who received a Prior Paid Individual Amount. No Individual Settlement Share will be less than \$0. Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

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Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee performed at least some work for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

#### **B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records**

According to Defendant’s records:

- **From November 14, 2019 through January 15, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From May 28, 2023 through January 15, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

#### **C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you. If you received a Prior Paid Individual Amount, then that amount will be deducted from your Individual Settlement Share.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Based on Defendant's records, you already received \$ [REDACTED] for an individual settlement agreement related to the claims asserted in the Action. Accordingly, that amount has been deducted from your Individual Settlement Share above.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint and/or PAGA Letter, arising during the Class Period, which specifically includes but is not limited to claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 213, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, the applicable Industrial Welfare Commission Wage Order(s), California Business and Professions Code sections 16600, 16700, and 17200, *et seq.*, California Civil Code section 1786, *et seq.*, and 15 U.S.C. section 1681, *et seq.*, and all the claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities, known or suspected based on the allegations and/or statutes/orders above.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes but is not limited to claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses and/or violation(s) of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1527, 2800, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4, and the applicable Industrial Welfare Commission Wage Order(s).

"Released Parties" means Defendant and its affiliates, parents, and each of their company-sponsored employee benefit

plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers,

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$411,744.20) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payments to Plaintiffs**

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) ("Enhancement Payment(s)"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments that are entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of*

*Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Case No. CV-23-006693); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 22 of the Stanislaus County Superior Court, located at 1010 10th Street, Sixth Floor, Modesto, California 95354, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through the Stanislaus Superior Court's website: <https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting <https://stanportal.stanct.org/search> and entering the case number (Case No. CV-23-006693).

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE**

FOLLOWING TOLL-FREE NUMBER: **[INSERT]**, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF STANISLAUS

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On January 15, 2026, I served a copy of the following document(s):

- **JOINT STIPULATION TO APPROVE AMENDMENT TO SETTLEMENT AGREEMENT AND CONTINUE HEARING ON MOTION FOR FINAL APPROVAL AND RELATED DATES; [PROPOSED] ORDER**

on the interested parties as follows:

Amber A. Eklof  
Seth Weisburst  
**GORDON REES SCULLY MANSUKHANI, LLP**  
315 Pacific Avenue  
San Francisco California, 94111  
Tel: (415) 875-4313  
Email: aeklof@grsm.com;  
sweisburst@grsm.com  
vsantellan@grsm.com;  
mnaizghi@grsm.com

Attorneys for Defendant Institute for Environmental Health, Inc

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address [lbautista@blackstonepc.com](mailto:lbautista@blackstonepc.com) pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 15, 2026 at Beverly Hills, California.

/s/ Lorena Bautista  
Lorena Bautista

# **EXHIBIT 5**

- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of

representative wage and hour action pursuant to PAGA

- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in

final settlement of wage and hour class and PAGA action.

- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior

Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case

No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

# **EXHIBIT 6**

| Date       | Type of Expense | Description of Expense                                                                                                             | Amount      |
|------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 11/21/2022 | Mailing         | Mailing Cost: Plaintiff's Record Request to Defendant Institute for Environment Health, Inc. (Certified mailing)                   | \$7.82      |
| 11/21/2022 | Mailing         | Mailing Cost: Plaintiff's Record Request to Defendant Institute for Environment Health, Inc. (Agent) (Certified mailing)           | \$7.82      |
| 12/16/2022 | Mailing         | Mailing Cost: Plaintiff's Follow Up Record Request to Defendant Institute for Environment Health, Inc. (Certified mailing)         | \$7.82      |
| 12/16/2022 | Mailing         | Mailing Cost: Plaintiff's Follow Up Record Request to Defendant Institute for Environment Health, Inc. (Agent) (Certified mailing) | \$7.82      |
| 5/1/2023   | Mailing         | Mailing Cost: Documents to Juan Campos Ledezma                                                                                     | \$28.35     |
| 5/5/2023   | Mailing         | Mailing Cost: RTS Package to Institute for Enn vironmental Health                                                                  | \$4.75      |
| 5/31/2023  | Filing          | Fee to First Legal Network, LLC: Complaint packet                                                                                  | \$491.90    |
| 7/20/2023  | Mailing         | Mailing Cost: Lawleys Inc.- Custodian of Records                                                                                   | \$8.77      |
| 7/25/2023  | Mailing         | Mailing Cost: U.S. Legal Support Inc - Depo Officer                                                                                | \$5.22      |
| 8/29/2023  | Other           | Vcourt: Karen Gold's appearance                                                                                                    | \$30.35     |
| 8/29/2023  | Other           | Vcourt: Marissa Mayhood's appearance                                                                                               | \$30.35     |
| 8/31/2023  | Filing          | Fee to First Legal Network, LLC: Case Management Statement                                                                         | \$39.95     |
| 8/31/2023  | Filing          | Fee to First Legal Network, LLC: Notice of Remote Appearance                                                                       | \$39.50     |
| 11/27/2023 | Filing          | Fee to Steno: Class Complaint Packet and Complex Fee (CLASS Filing Fee)                                                            | \$1,997.20  |
| 11/27/2023 | Filing          | Fee to Steno: Class Complaint Re-Filing (CLASS Filing Fee)                                                                         | \$59.95     |
| 11/27/2023 | Filing          | Fee to Steno: Motion for Peremptory Disqualification (CLASS Filing Fee)                                                            | \$59.95     |
| 12/13/2023 | Other           | Payment to Veritext                                                                                                                | \$1,682.00  |
| 12/22/2023 | Filing          | Fee to Steno: NAR (CLASS Filing Fee)                                                                                               | \$59.95     |
| 2/29/2024  | Filing          | Fee to Steno: Case Management Statement                                                                                            | \$59.95     |
| 3/5/2024   | Mailing         | Mailing Cost: Settlement Check                                                                                                     | \$5.04      |
| 3/14/2024  | Other           | Vcourt: Marissa Mayhood's appearance                                                                                               | \$30.35     |
| 4/8/2024   | Filing          | Fee to Steno: Stipulation and Order                                                                                                | \$59.95     |
| 4/17/2024  | Filing          | Fee to Steno: Stipulation and Order                                                                                                | \$113.95    |
| 7/24/2024  | Filing          | Fee to Steno: Case Management Statement                                                                                            | \$59.95     |
| 12/2/2024  | Mediation       | Mediation payment- Katherine J. Edwards, Esq.                                                                                      | \$6,180.00  |
| 1/15/2025  | Other           | Paymet to Berget Consulting Group                                                                                                  | \$9,570.00  |
| 1/28/2025  | Filing          | Fee to Steno: Joint Stipulation to continue CMC                                                                                    | \$86.95     |
| 2/4/2025   | Filing          | Fee to Steno: Stipulation re First amended complaint                                                                               | \$86.95     |
| 6/3/2025   | Other           | Vcourt: Jasmine Kianfard's appearance                                                                                              | \$37.35     |
| 6/11/2025  | Filing          | Fee to Steno: Case Management Statement                                                                                            | \$59.95     |
| 9/9/2025   | Filing          | Fee to Steno: Case Management Statement                                                                                            | \$59.95     |
| 9/16/2025  | Filing          | Fee to Steno; Motion for preliminary Approval                                                                                      | \$59.95     |
| 9/18/2025  | Other           | Vcourt: Remote Appearance                                                                                                          | \$37.50     |
| 9/24/2025  | Filing          | Fee to Steno: Motion for preliminary Approval                                                                                      | \$140.95    |
| 10/20/2025 | Other           | Vcourt: Notice of Appearance                                                                                                       | \$37.35     |
| 1/23/2026  | Filing          | Fee to Steno: Joint Stipulation to Approve Amendent to Settlement Agreement                                                        | \$86.95     |
| 1/28/2026  | Filing          | Fee to Steno: Notice of Entry of Judgment or Order                                                                                 | \$59.95     |
|            | Filing          | Future Cost: Steno - Plaintiff's Motion for Final Approval; Decl. & Proposed Order                                                 | \$180.95    |
|            | Filing          | Future Cost: Steno - Notice of Entry (MFA)                                                                                         | \$59.95     |
|            | Filing          | Future Cost: Steno - Administrator's Declaration re Disbursement                                                                   | \$59.95     |
| Total:     |                 |                                                                                                                                    | \$21,703.31 |