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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**

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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**;

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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;

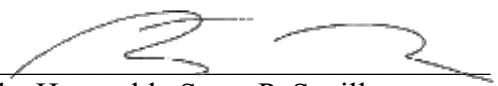
3. The Settlement Administrator shall mail the Class Notice by First Class U.S. mail to all Class Members within five (5) business days of this Order;

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, 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 **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 26, 2026, I served a copy of the following document(s):

• **NOTICE OF ENTRY OF JUDGMENT OR 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;

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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.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, 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 26, 2026 at Beverly Hills, California.

/s/ Lorena Bautista  
Lorena Bautista