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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 CHANTAL SOTO-NAJERA OF CPT GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** 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

DECLARATION OF CHANTAL SOTO-NAJERA

I, Chantal Soto-Najera, hereby declare:

1. I am employed as a case manager by CPT Group, Inc. ("CPT"), the Court-approved class action settlement administrator, for the *Campos-Ledezma v. Institute of Environmental Health* settlement. As the case manager for this settlement, I have personal knowledge of the information provided herein, and if called as a witness, I could and would accurately testify thereto.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. For over 30 years, CPT has provided notification and/or claims administration services in thousands of class action cases. Pursuant to the Settlement Agreement for this matter, CPT was responsible for (i) printing and mailing to Class Members the *Notice of Class Action Settlement* in English and Spanish (hereinafter together referred to as the "Class Notice"); (ii) calculating Settlement Class Members' individual settlement awards; (iii) performing National Change of Address ("NCOA") searches; (iv) performing skip traces using Accurint to obtain updated and forwarding addresses; (v) receiving and logging undeliverable Class Notices; (vi) receiving and processing Requests for Exclusion, Notices of Objection, and Disputes; (vii) providing Class Counsel and counsel for Defendant with updates on the status of opt-outs and objections; (viii) handling inquiries from Class Members; (ix) completing all necessary tax payments and reporting; (x) maintaining and monitoring a toll-free telephone number to receive Class Members calls and questions about the case; and (xi) performing such other tasks as the Parties mutually agree or as the Court orders.

3. On November 3, 2025, CPT received the Court-approved text for the Class Notice from Class Counsel. CPT finalized a 6-page *Notice of Class Action Settlement*. CPT received written approval from all Parties and a sufficient number were printed to mail to all Class Members. Attached hereto as **Exhibit "A"** is a true and correct copy of the Class Notice.

4. On November 19, 2025, Defendant's Counsel provided CPT with a list of Class Members ("Class List"). The Class List included each Class Member's (a) full name, (b) last-known mailing address, (c) Social Security Number, (d) number of Workweeks, (e) number of Pay Periods (if applicable), and (f) amount of their Prior Paid Individual Amount (if applicable). The Class List contained 525 Class Members who worked 43,519 Workweeks. Accordingly, the Escalator Clause was

not triggered.

5. On January 26, 2026, CPT conducted a National Change of Address (NCOA) search in an attempt to update the Class Members' addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four years and has notified the U.S. Postal Service of his or her change of address. As a result of the NCOA search, CPT was able to locate 57 new addresses.

6. On January 28, 2026, the Class Notices were mailed via U.S. first class mail to all 525 Class Members. The Class Notices were enclosed in envelopes with the individual Class Member's name and last-known address visible through the envelope window. The Response Deadline for was March 16, 2026.

7. As of the date of this declaration, twenty-four (24) Class Notices have been returned to our office by the Post Office, for which one (1) new address was provided by the Post Office and re-mailed. For the remaining twenty-three (23) Class Notices, CPT performed a skip-trace to locate a better address using Accurint, one of the most comprehensive address databases available. Accurint utilizes hundreds of different databases supplied by credit reporting agencies, public records, and a variety of other national databases. As a result of either a skip trace, request from counsel, or the Class Member, a total of twenty-one (21) Class Notices have been re-mailed to date. Ultimately, there are four (4) Class Notices that are undeliverable with no forwarding address, where no new addresses could be found through skip trace.

8. As of the date of this declaration, CPT has not received any Notices of Objection. The Response Deadline was March 16, 2026.

9. As of the date of this declaration, CPT has not received any Disputes. The Response Deadline was March 16, 2026.

10. As of the date of this declaration, CPT has received one (1) Request for Exclusion from Salvador Tapia Robles. The Response Deadline was March 16, 2026.

11. As of the date of this declaration, CPT received one (1) request to be included in the Class. Information provided was forwarded to Defendant for review. It was determined that this individual worked for Defendant outside of the Class Period and therefore not eligible to be a part of this action.

12. As of this date, there are 524 Settlement Class Members who will be paid their portion of the Net Settlement Amount, estimated to be $612,667.80 and which assumes maximum awards pursuant to the settlement. The Net Settlement Amount available to pay Settlement Class Members was determined as follows:

Gross Settlement Amount:	$1,176,412.00
Less Attorneys' Fees	-$411,744.20
Less Litigation Costs	-$25,000.00
Less Plaintiffs' Service Awards	-$15,000.00
Less PAGA Amount	-$100,000.00
Less Settlement Administration Costs	-$12,000.00
Net Settlement Amount	$612,667.80

13. Therefore, CPT reports a total of 524 Settlement Class Members, which represents 99.86% of the Class. The total Workweeks worked by Settlement Class Members during the Class Period are 43,249 Workweeks. The highest Individual Settlement Share is approximately $3,824.84, the lowest Individual Settlement Share is approximately $7.47, and the average Individual Settlement Share is approximately $926.22.

14. CPT reports a total of 299 PAGA Employees who worked 8,141 Pay Periods. The highest Individual PAGA Payment is $132.05, the lowest Individual PAGA Payment is $3.07, and the average Individual PAGA Payment is $47.62.

15. CPT's charge for services rendered to perform its duties and responsibilities pursuant to the terms of the settlement is $12,000.00. This includes all costs incurred to date, as well as estimated costs for completing the administration and disbursement of the settlement. A copy of CPT's quote is attached hereto as **Exhibit B.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 31, 2026 at Irvine, California.

Respectfully submitted,

Chantal Soto-Najera

Chantal Soto-Najera

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 October 29, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on April 30, 2026, at 8:30 a.m. ("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 October 29, 2025, 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 <<SubClass1_Weight>> Workweeks.**
- **From May 28, 2023 through January 15, 2025 (i.e., the PAGA Period), you are credited as having worked <<PAGAClass_Weight>> 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 March 16, 2026.**

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 <<Final_SubClass1_Amt>>. 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 <<PriorPmt>> 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 <<PAGAClass_Amt>> 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:

Campos-Ledezma v. Institute of Environmental Health
c/o CPT Group, Inc.
P.O. Box 19504
Irvine, CA 92623

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 March 16, 2026**.

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 March 16, 2026.**

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 April 30,2026, at 8:30 a.m., 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 www.cptgroupcaseinfo.com/InstituteofEnvironmentalHealth 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: 1-888-271-0584, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DEL ACUERDO DE LA DEMANDA COLECTIVA

Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.
Corte Superior de California para el Condado de Stanislaus, Caso No. CV-23-006693

POR FAVOR LEA ESTE AVISO DE LA CLASE CUIDADOSAMENTE.

Usted ha recibido este Aviso de la Clase porque los registros del Demandado indican que usted puede ser elegible para participar en el acuerdo de la demanda colectiva en el asunto mencionado anteriormente.

Usted no necesita realizar ninguna acción para recibir un pago del acuerdo.

Este Aviso de la Clase está diseñado para informarle sobre sus derechos y opciones con respecto al acuerdo, y cómo usted puede solicitar ser excluido del Acuerdo de la Clase, objetar al Acuerdo de la Clase y/o disputar el número de Semanas de Trabajo y/o los Períodos de Pago que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Un acuerdo de demanda colectiva y representativa ha sido alcanzado entre los Demandantes Juan Campos-Ledezma y Hector Sanchez (colectivamente, los "Demandantes") y el Demandado Institute of Environmental Health, Inc. ("Demandado") (los Demandantes y el Demandado son conocidos colectivamente como las "Partes") en el caso titulado *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Corte Superior del Condado de Stanislaus, Caso No. CV-23-006693 ("Demanda"), que puede afectar sus derechos legales. El 29 de octubre del 2025, la Corte concedió la aprobación preliminar del acuerdo y programó una audiencia el 30 de abril del 2026 a las 8:30 a.m. ("Audiencia de Aprobación Final") para determinar si la Corte debe o no conceder la aprobación final del acuerdo.

I. DEFINICIONES IMPORTANTES

"**Clase**" o "**Miembros de la Clase**" significa todos los empleados actuales y anteriores pagados por hora y/o no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período de la Clase.

"**Período de la Clase**" significa el período desde el 14 de noviembre del 2019 hasta el 15 de enero del 2025.

"**Acuerdo de la Clase**" significa el acuerdo y la resolución de todos los Reclamos Liberados de la Clase.

"**Empleados de PAGA**" significa todos los empleados actuales y anteriores pagados por hora y/o no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período de PAGA.

"**Período PAGA**" significa el período desde el 28 de mayo del 2023 hasta el 15 de enero del 2025.

"**Acuerdo de PAGA**" significa el acuerdo y la resolución de todos los Reclamos Liberados de PAGA.

II. ANTECEDENTES DE LA DEMANDA

El 14 de noviembre del 2023, el Demandante Juan Campos-Ledezma inició una demanda colectiva putativa al presentar una Queja de Demanda Colectiva por Daños y Perjuicios en la demanda titulada *Juan Campos-Ledezma, et al. v. Institute of Environmental Health, Inc.*, Caso No. CV-23-006693 de la Corte Superior del Condado de Stanislaus (la "Demanda de Campos"). El 28 de mayo del 2024, el Demandante Hector Sanchez proporcionó un aviso por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (California Labor and Workforce Development Agency, "LWDA," por sus siglas en inglés) y al Demandado sobre las disposiciones específicas del Código Laboral de California que supuestamente se violaron (la "Carta de PAGA"). El 4 de febrero del 2025, los Demandantes presentaron una Primera Demanda Colectiva y Representativa Enmendada ("Queja Operativa"), que añadió al Demandante Hector Sanchez como un demandante nombrado y una causa de acción conforme a la Ley General de Abogados Privados del 2004 de conformidad con la Sección 2698, *y siguientes*, del Código Laboral de California ("PAGA," por sus siglas en inglés).

Los Demandantes sostienen que el Demandado no pagó adecuadamente los salarios mínimos y de las horas extras, no proporcionó los períodos de comida y de descanso adecuados y las primas asociadas, no pagó oportunamente los salarios durante el empleo y a la terminación del empleo y las sanciones por el tiempo de espera asociadas, no proporcionó las declaraciones salariales precisas y no reembolsó los gastos comerciales, y por lo tanto participó en prácticas comerciales desleales en violación de la sección 17200, *y siguientes*, del Código de Negocios y Profesiones de California, y en una conducta que da lugar a sanciones conforme a la PAGA. Los Demandantes solicitan, entre otras cosas, la recuperación de los salarios no pagados y las primas de los períodos de comida y de descanso, los gastos comerciales no reembolsados, la restitución, las sanciones, los intereses y los honorarios y costos de los abogados.

El Demandado niega todas las alegaciones en la Demanda, o que haya participado en cualquier mala conducta o violado alguna ley.

Las Partes participaron en una mediación con un mediador de demandas colectivas muy respetado y, como resultado, llegaron a un acuerdo. Desde entonces, las Partes han firmado una Estipulación Conjunta de Demanda Colectiva y el Acuerdo de PAGA y la Enmienda No. 1 a la Estipulación Conjunta de Demanda Colectiva y el Acuerdo de PAGA (en conjunto, el "Acuerdo" o la "Resolución del Acuerdo").

El 29 de octubre del 2025, la Corte dictó una orden que aprueba de manera preliminar el Acuerdo. La Corte ha designado a CPT Group, Inc. como el administrador del Acuerdo ("Administrador del Acuerdo"), a los Demandantes Juan Campos-Ledezma y Hector Sanchez como los representantes de la Clase (colectivamente, los "Representantes de la Clase"), y a los siguientes abogados de los Demandantes como los abogados de la Clase ("Abogados de la Clase"):

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

Si usted es un Miembro de la Clase, usted no necesita tomar ninguna acción para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar la exclusión del Acuerdo de la Clase (en cuyo caso no recibirá un Pago Individual del Acuerdo), objetar al Acuerdo de la Clase y/o disputar las Semanas de Trabajo y/o los Períodos de Pago que se le acreditan, si así lo elige, como se explica más detalladamente en las Secciones III y IV a continuación. Si usted es un Empleado de PAGA, usted no necesita tomar ninguna acción para recibir un Pago Individual de PAGA; usted no tendrá la oportunidad de objetar o solicitar la exclusión del Acuerdo de PAGA y todos los Empleados de PAGA estarán obligados por el Acuerdo de PAGA si la Corte concede la aprobación final del Acuerdo.

El acuerdo representa un compromiso y un acuerdo de los reclamos muy disputados. Nada en el acuerdo tiene la intención de ser o será interpretado como una admisión por parte del Demandado de que los reclamos en la Demanda tienen mérito o que el Demandado tiene alguna responsabilidad ante los Demandantes, los Miembros de la Clase, o los Empleados de PAGA. Los Demandantes y el Demandado, y sus respectivos abogados, han concluido y acordado que, a la luz de los riesgos e incertidumbres para cada parte de continuar con el litigio, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros de la Clase, el Estado de California y los Empleados de PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Formula del Acuerdo

La cantidad total bruta del acuerdo es de Un Millón Ciento Setenta y Seis Mil Cuatrocientos Doce Dólares y Cero Centavos ($1,176,412.00) (la "Cantidad Bruta del Acuerdo"), que incluye la cantidad de Ciento Veintiséis Mil Cuatrocientos Doce Dólares y Cero Centavos ($126,412.00) que ya se pagó a ciertos Miembros de la Clase por acuerdos de liberación individuales (la "Cantidad Pagada Anteriormente"). La porción de la Cantidad Bruta del Acuerdo que está disponible para el pago a los Miembros de la Clase se conoce como la "Cantidad Neta del Acuerdo." La Cantidad Neta del Acuerdo será la Cantidad Bruta del Acuerdo menos los siguientes pagos, que están sujetos a la aprobación de la Corte: (1) los honorarios de abogados, en una cantidad que no exceda el treinta y cinco por ciento (35%) de la Cantidad Bruta del Acuerdo (es decir, $411,744.20), y el reembolso de los costos y gastos del litigio, en una cantidad que no exceda los Veinticinco Mil Dólares y Cero Centavos ($25,000.00) a los Abogados de la Clase; (2) Pagos de Mejora en cantidades que no excedan los Siete Mil Quinientos Dólares y Cero Centavos ($7,500.00) a cada uno de los Demandantes (total, $15,000.00) por sus servicios en la Demanda; (3) la cantidad de Cien Mil Dólares y Cero Centavos ($100,000.00) asignada a sanciones civiles conforme a la Ley General de Abogados Privados ("Cantidad de PAGA"), de la cual se pagará el 75% ($75,000.00) a la LWDA (“Pago de la LWDA”) y el 25% restante ($25,000.00) se distribuirá a los Empleados de PAGA (“Cantidad de los Empleados de PAGA”); y (4) los Costos de Administración del Acuerdo en una cantidad que no exceda los Catorce Mil Dólares y Cero Centavos ($14,000.00) al Administrador del Acuerdo.

Los Miembros de la Clase son elegibles para recibir el pago conforme al Acuerdo de la Clase de su parte *proporcional* de la Cantidad Neta del Acuerdo (“Parte Individual del Acuerdo”) sobre la base del número de semanas que cada Miembro de la Clase realizó al menos algún trabajo para el Demandado como un empleado pagado por hora y/o no exento en California durante el Período de la Clase (“Semanas de Trabajo”). El Administrador del Acuerdo ha dividido la Cantidad Neta del Acuerdo entre las Semanas de Trabajo de todos los Miembros de la Clase para obtener el “Valor Estimado de la Semana de Trabajo,” y ha multiplicado las Semanas de Trabajo individuales de cada Miembro de la Clase por el Valor Estimado de la Semana de Trabajo para obtener una Parte Individual del Acuerdo estimada que cada Miembro de la Clase podría tener derecho a recibir conforme al Acuerdo de la Clase (que se indica en la Sección III.C a continuación).

Si un Miembro de la Clase recibió un pago que constituye una porción de la Cantidad Pagada Anteriormente (“Cantidad Pagada Anteriormente Individual”) , entonces la cantidad bruta de la Cantidad Pagada Anteriormente Individual se deducirá de su Parte Individual del Acuerdo. Si hay un saldo restante de la Cantidad Pagada Anteriormente después de deducir la Cantidad Pagada Anteriormente Individual de la Parte Individual del Acuerdo de cada Miembro de la Clase, entonces el saldo restante se deducirá *sobre una base proporcional* de las Partes Individuales del Acuerdo de los Miembros de la Clase que recibieron una Cantidad Pagada Anteriormente Individual. Ninguna Parte Individual del Acuerdo será menos de $0. Los Miembros de la Clase que no presenten una Solicitud de Exclusión oportuna y válida (“Miembros de la Clase del Acuerdo”) se les emitirá su Pago Individual del Acuerdo final.

Cada Parte Individual del Acuerdo se asignará como un veinte por ciento (20%) como salarios, que se declarará en la Forma W-2 del IRS, y un ochenta por ciento (80%) como sanciones, intereses y daños no salariales, que se declarará en la Forma 1099 del IRS (si corresponde). Cada Parte Individual del Acuerdo estará sujeta a una reducción por la parte del empleado correspondiente de los impuestos sobre la nómina y las retenciones con respecto a la porción salarial de las Partes Individuales del Acuerdo, lo que dará como resultado un pago neto al Miembro de la Clase del Acuerdo (“Pago Individual del Acuerdo”). La parte del empleador correspondiente a los impuestos y contribuciones relacionados con la porción salarial de las Partes Individuales del Acuerdo (“Impuestos del Empleador”) será pagada por el Demandado por separado y además de la Cantidad Bruta del Acuerdo.

Los Empleados de PAGA tienen derecho a recibir el pago, conforme al Acuerdo de PAGA, de su parte *proporcional* de la Cantidad del Empleado de PAGA (“Pago Individual de PAGA”) sobre la base del número de períodos de pago que cada Empleado de PAGA realizó al menos algún trabajo para el Demandado como un empleado pagado por hora y/o no exento en California durante el Período de PAGA (“Períodos de Pago”). El Administrador del Acuerdo ha dividido la Cantidad del Empleado de PAGA, es decir, el 25% de la Cantidad de PAGA, por los Períodos de Pago de todos los Empleados de PAGA para obtener el “Valor del Período de Pago de PAGA,” y ha multiplicado los Períodos de Pago individuales de cada Empleado de PAGA por el Valor del Período de Pago para obtener el Pago Individual de PAGA de cada Empleado de PAGA.

Cada Pago Individual de PAGA se asignará como el cien por cien (100%) de sanciones, no estará sujeto a impuestos ni retenciones, y se declarará en la Forma 1099 del IRS (si corresponde).

Si la Corte concede la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros de la Clase del Acuerdo y los Pagos Individuales de PAGA se enviarán por correo a los Empleados de PAGA a la dirección que se encuentra registrada en los archivos del Administrador del Acuerdo. **Si la dirección a la que se le envió por correo este Aviso de la Clase no es correcta, o si se muda después de recibir este Aviso de la Clase, usted debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo más pronto posible para asegurarse de recibir cualquier pago al que pueda tener derecho a recibir conforme al Acuerdo.**

B. Sus Semanas de Trabajo y Periodos de Pago (si corresponde) Según los Registros del Demandado

Según los registros del Demandado:

- **Desde el 14 de noviembre del 2019 hasta el 15 de enero del 2025 (es decir, el Período de la Clase), se le acredita haber trabajado <<SubClass1_Weight>> Semanas de Trabajo.**
- **Desde el 28 de mayo del 2023 hasta el 15 de enero del 2025 (es decir, el Período de PAGA), se le acredita haber trabajado <<PAGAClass_Weight>> Períodos de Pago.**

Si usted desea disputar las Semanas de Trabajo y/o los Períodos de Pago que se le han acreditado, usted debe presentar su disputa por escrito al Administrador del Acuerdo ("Disputa"). La Disputa debe: (a) contener el nombre y el número del caso de la Demanda (*Campos-Ledezma v. Institute of Environmental Health, Inc*, Caso No. CV-23-006693); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que usted disputa el número de Semanas de Trabajo y/o Períodos de Pago que se le han acreditado y cuál es, en su opinión, el número correcto; y (d) enviarse por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B a continuación, con el sello postal **en o antes del 16 de marzo del 2026**.

C. Su Part Individual del Acuerdo Estimada y el Pago Individual de PAGA (si corresponde)

Como se ha explicado anteriormente, su Parte Individual del Acuerdo y su Pago Individual PAGA (si corresponde) estimados se basan en el número de Semanas de Trabajo y Periodos de Pago (si corresponde) que se le han acreditado. Si ha recibido una Cantidad Individual Pagada Anteriormente, entonces esa cantidad se deducirá de su Parte Individual del Acuerdo.

Según los términos del Acuerdo, su Parte Individual del Acuerdo se estima ser de <<Final_SubClass1_Amt>>. La Parte Individual del Acuerdo está sujeta a reducción por la parte de los impuestos y retenciones del empleado con respecto a la porción salarial de la Parte Individual del Acuerdo y solo se distribuirá si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.

Según los registros del Demandado, usted ya recibió <<PriorPmt>> por una resolución del acuerdo individual relacionado con los reclamos presentados en la Demanda. En consecuencia, esa cantidad se ha deducido de su Parte Individual del Acuerdo anterior.

Según los términos del Acuerdo, su Pago Individual de PAGA se estima en <<PAGAClass_Amt>> y solo se distribuirá si la Corte aprueba el Acuerdo y después de que este entre en vigencia.

El proceso de aprobación del acuerdo puede tardar varios meses. Su Parte Individual del Acuerdo y su Pago Individual de PAGA (si corresponde) reflejados en este Aviso de la Clase son sólo una estimación. Su Pago Individual del Acuerdo y su Pago Individual de PAGA (si corresponde) reales pueden ser mayores o menores.

D. Liberación de Reclamos

Después de la Fecha Efectiva y la financiación completa de la Cantidad Bruta del Acuerdo, se considerará que los Demandantes y todos los Miembros de la Clase del Acuerdo han liberado, resuelto, comprometido, renunciado y eximido de manera completa, definitiva y para siempre a las Partes Liberadas de todos los Reclamos Liberados de la Clase.

Después de la Fecha Efectiva y la financiación completa de la Cantidad Bruta del Acuerdo, los Demandantes, el Estado de California con respecto a todos los Empleados de PAGA y todos los Empleados de PAGA se considerarán haber liberado, acordado, comprometido, renunciado y eximido de manera completa, definitiva y para siempre a las Partes Liberadas de todos los Reclamos Liberados de PAGA.

Los "Reclamos Liberados de la Clase" significa cualquiera y todos los reclamos que surjan de cualquiera de las alegaciones de hecho en la Queja Operativa y/o la Carta de PAGA, que surjan durante el Período de la Clase, que incluyen específicamente, pero sin limitarse a los reclamos por el supuesto incumplimiento por parte del Demandado de pagar los salarios de las horas extras y mínimos, proporcionar los períodos de comida y de descanso conformes y los pagos de las primas asociadas, pagar oportunamente los salarios durante el empleo y a la terminación de empleo, proporcionar las declaraciones salariales precisas, y reembolsar los gastos necesarios relacionados con el negocio y/o las violaciones de las secciones §§ 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, del Código Laboral de California, y las Ordenes Salariales correspondientes de la Comisión de Bienestar Industrial, las Secciones 16600, 16700 y 17200, *y siguientes*, del Código de Negocios y Profesiones de California, la sección 1786, *y siguientes*, del Código Civil de California, y la sección 1681, *y siguientes*, del Título 15 del Código de los Estados Unidos, así como todos los reclamos, cargos, quejas, gravámenes, demandas, causas de acción, obligaciones, daños y responsabilidades, conocidos o sospechados, basados en las alegaciones y/o estatutos/órdenes anteriores.

Los "Reclamos Liberados de PAGA" significa cualquiera y todos los reclamos que surjan de cualquiera de las alegaciones de hecho en la Queja Operativa y/o la Carta de PAGA, que surjan durante el Período de PAGA, para sanciones civiles bajo la Ley

General de Abogados Privados de 2004, Secciones 2698 y siguientes del Código Laboral de California, que incluyen específicamente, pero sin limitarse a los reclamos por el supuesto incumplimiento por parte del Demandado de pagar los salarios de las horas extras y mínimos, proporcionar los períodos de comida y de descanso conformes y los pagos de las primas asociadas, pagar oportunamente los salarios durante el empleo y a la terminación de empleo, proporcionar las declaraciones salariales conformes, mantener los registros de nómina completos y precisos, y reembolsar los gastos necesarios relacionados con el negocio y/o las violaciones de las secciones §§ 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 del Código Laboral de California, y las Ordenes Salariales correspondientes de la Comisión de Bienestar Industrial.

Las "Partes Liberadas" significa el Demandado y sus afiliadas, matrices y cada uno de los planes de prestaciones para empleados patrocinados por la empresa, así como sus respectivos sucesores y predecesores en interés, todos sus respectivos directivos, consejeros, empleados, administradores, fiduciarios, fideicomisarios y agentes, y cada uno de sus anteriores, actuales y futuros directores, consejeros, accionistas, empleados, agentes, principales, herederos, representantes, abogados, contadores, auditores, consejeros, aseguradoras y reaseguradoras.

E. Honorarios y Costos de Abogados a los Abogados de la Clase

Los Abogados de la Clase solicitarán honorarios de abogados en una cantidad que no excederá el treinta y cinco por ciento (35%) de la Cantidad Bruta del Acuerdo (es decir, \$411,744.20) y el reembolso de los costos y gastos del litigio en una cantidad que no excederá los Veinticinco Mil Dólares y Cero Centavos (\$25,000.00) (colectivamente, "Honorarios y Costos de los Abogados"), sujeto a la aprobación de la Corte. Los Honorarios y Costos de los Abogados concedidos por la Corte se pagarán de la Cantidad Bruta del Acuerdo. Los Abogados de la Clase han estado procesando la Demanda en nombre de los Demandantes, los Miembros de la Clase y los Empleados de PAGA sobre la base de honorarios contingentes (es decir, sin haber recibido ningún pago hasta la fecha) y han estado pagando todos los costos y gastos del litigio.

F. Pagos de Mejora a los Demandantes

Los Demandantes solicitarán la cantidad de Siete Mil Quinientos Dólares y Cero Centavos (\$7,500.00) a cada uno de los Demandantes (un total de \$15,000.00) ("Pagos de Mejora"), en reconocimiento de sus servicios en relación con la Demanda. Los Pagos de Mejora se pagarán de la Cantidad Bruta del Acuerdo, sujeto a la aprobación de la Corte, y si se conceden, se pagarán a los Demandantes además de cualquier otro pago al que tengan derecho a recibir conforme el Acuerdo.

G. Costos de la Administración del Acuerdo al Administrador del Acuerdo

El pago al Administrador del Acuerdo se estima que no exceda los Catorce Mil Dólares y Cero Centavos (\$14,000.00) ("Costos de Administración del Acuerdo") para los costos del aviso y el proceso de administración del acuerdo, incluyendo, pero no limitado a, los gastos de notificar a los Miembros de la Clase sobre el Acuerdo, procesar las Solicitudes de Exclusión, los Avisos de Objeción y las Disputas, el cálculo de las Partes Individuales del Acuerdo, los Pagos Individuales del Acuerdo y los Pagos Individuales de PAGA, y la distribución de los pagos y las formas fiscales conforme al Acuerdo, y se pagarán de la Cantidad Bruta del Acuerdo, sujeto a la aprobación por la Corte.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO UN MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si usted desea participar en el Acuerdo de la Clase y recibir dinero del Acuerdo de la Clase, usted no tiene que hacer nada. Usted será incluido automáticamente en el Acuerdo de la Clase y se le emitirá su Pago Individual del Acuerdo, a menos de que decida excluirse del Acuerdo de la Clase.

A menos de que usted elija excluirse del Acuerdo de la Clase y si la Corte otorga la aprobación final del Acuerdo, usted estará obligado por los términos del Acuerdo de la Clase y cualquier sentencia que pueda dictar la Corte sobre la base del mismo, y usted liberará los Reclamos Liberados de la Clase en contra de las Partes Liberadas, tal como se describe en la Sección III.D anterior.

Si usted es un Empleado de PAGA y la Corte concede la aprobación final del Acuerdo, usted será incluido automáticamente en el Acuerdo de PAGA y se le emitirá su Pago Individual de PAGA. Esto significa que usted estará obligado por los términos del Acuerdo de PAGA y cualquier sentencia que pueda dictar la Corte sobre la base del mismo, y usted liberará los Reclamos

Liberados de PAGA en contra de las Partes Liberadas, tal como se describe en la Sección III.D anterior.

Como un Miembro de la Clase y un Empleado de PAGA (si corresponde), usted no será responsable por separado para el pago de honorarios o costos de litigios y gastos de abogados, a menos de que contrate a su propio abogado, en cuyo caso será responsable de los honorarios y gastos de su propio abogado.

B. Solicitar la Exclusión del Acuerdo de la Clase

Los Miembros de la Clase pueden solicitar ser excluidos del Acuerdo de la Clase al presentar una carta ("Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

Campos-Ledezma v. Institute of Environmental Health
c/o CPT Group, Inc.
P.O. Box 19504
Irvine, CA 92623

Una Solicitud de Exclusión debe: (a) contener el nombre y número del caso de la Demanda (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Caso No. CV-23-006693); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que no desea estar incluido en el Acuerdo de la Clase; y (d) enviarse por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con el sello postal **en o antes del 16 de marzo del 2026.**

Si la Corte concede la aprobación final del Acuerdo, cualquier Miembro de la Clase que presente una Solicitud de Exclusión oportuna y válida no recibirá un Pago Individual del Acuerdo, no estará obligado por el Acuerdo de la Clase (y la liberación de los Reclamos Liberados de la Clase descritos en la Sección III.D anterior), y no tendrá ningún derecho a objetar, apelar o comentar sobre el Acuerdo de la Clase. Los Miembros de la Clase que no presenten una Solicitud de Exclusión oportuna y válida se considerarán Miembros de la Clase del Acuerdo y estarán obligados por todos los términos del Acuerdo de la Clase, incluyendo aquellos relacionados con la liberación de los reclamos descritos en la Sección III.D anterior, así como cualquier sentencia que pueda dictar la Corte sobre la base de los mismos. Los Empleados de PAGA estarán sujetos al Acuerdo de PAGA (y a la liberación de los Reclamos Liberados de PAGA descritos en la Sección III.D anterior) y aún así se les emitirá un Pago Individual de PAGA, sin importar si presentan una Solicitud de Exclusión.

C. Objetar al Acuerdo de la Clase

Usted puede objetar al Acuerdo de la Clase siempre y cuando no haya presentado una Solicitud de Exclusión, enviando una objeción escrita ("Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre y número del caso de la Demanda (*Campos-Ledezma v. Institute of Environmental Health, Inc.*, Caso No. CV-23-006693); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración escrita de todos los motivos de la objeción, acompañada de cualquier apoyo legal para dicha objeción; (d) contener copias de cualquier documento, escrito u otros documentos en los que se basa la objeción; y (e) enviarse por correo al Administrador del Acuerdo a la dirección que se indica en la Sección IV.B anterior, con el sello postal **en o antes del 16 de marzo del 2026.**

Usted también puede comparecer en la Audiencia de Aprobación Final y presentar su objeción verbalmente, sin importar si ha presentado un Aviso de Objeción.

V. AUDIENCIA DE APROBACIÓN FINAL

La Corte llevará a cabo una Audiencia de Aprobación Final en el Departamento 22 de la Corte Superior del Condado de Stanislaus, ubicada en 1010 10th Street, Sixth Floor, Modesto, California 95354, el 30 de abril del 2026, a las 8:30 a.m., para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. La Corte también solicitará la aprobación y adjudicación de los honorarios y costos de los Abogados de la Clase, los Pagos de Mejora a los Demandantes y los Costos de la Administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final podrá continuar sin previo aviso a los Miembros de la Clase y a los Empleados de PAGA. No es necesario que usted comparezca en la Audiencia de Aprobación Final, aunque usted puede hacerlo si lo desea.

Usted puede encontrar más información con respecto a comparecer de manera remota a través del sitio web de la Corte Superior de Stanislaus: https://www.stanislaus.courts.ca.gov/online-services/remote-appearances

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para los términos y condiciones precisos de la Resolución del Acuerdo, usted debe revisar la Resolución del Acuerdo detallada y otros documentos, que están archivados con la Corte.

Usted puede ver la Resolución del Acuerdo y otros documentos presentados en la Demanda visitando https://stanportal.stanct.org/search e ingresando el número de caso (Caso No. CV-23-006693).

Usted también puede visitar el sitio web del Administrador del Acuerdo en www.cptgroupcaseinfo.com/InstituteofEnvironmentalHealth para los documentos importantes en la Demanda.

POR FAVOR NO LLAME POR TELÉFONO A LA CORTE O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI USTED TIENE ALGUNA PREGUNTA, USTED PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: 1-888-271-0584 O USTED TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DE LA CLASE.

EXHIBIT B

CPTGroup Class Action Administrators

CASE NAME: CAMPOS-LEDEZMA v INSTITUTE OF ENVIRONMENTAL HEALTH

Requesting Attorney:	Jasmine Kianfard	**Date:**	December 10, 2025
Plaintiff or Defense:	Plaintiff	**Prepared By:**	Dominique Fite
Firm Name:	Blackstone Law		50 Corporate Park, Irvine CA 92606
Telephone:	(310) 622-4278		Dfite@CPTGroup.com
Email:	jkianfard@blackstonepc.com	**Direct Number:**	(619) 613-1653
		Main Number:	(800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class Size:	525	**Undeliverable Mail Rate:**	10%
Opt-Out Filing Rate:	1.5%	**Payment Option:**	Check
No. of Checks Issued:	517	**Unclaimed Funds:**	SCO
Language Translation Services:	Yes	**Postage Total:**	$1,004.25
Settlement Website:	Static Website	**Grand Total:**	$16,446.65
Notice Procedures:	Mail	**CPT'S DISCOUNTED FEE:**	**$12,000.00**

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

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

CASE SETUP

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

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	$95.00	5	$475.00
Programming: Data Base Setup	$150.00	5	$750.00
Spanish Translation	$1,200.00	1	$1,200.00
Static Website	$500.00	1	$500.00
		Sub Total:	**$2,925.00**

DIRECT MAIL NOTIFICATION

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

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	$95.00	2	$190.00
National Change of Address Search (NCOA)	$135.00	1	$135.00
XML Lex ID Skip Trace	$0.85	53	$45.05
Print & Mail Notice Packets	$1.50	525	$787.50
First-Class Postage (up to 2 oz.)*	$1.03	525	$540.75
		Sub Total:	**$1,698.30**

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

PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 10% of the notices are returned as undeliverable. Upon notification from USPS, CPT performs a skip trace to locate a current address. Typically, 70% of the undeliverable notice packets are eligible for remailing with an updated address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	$60.00	1	$60.00
Update Undeliverable Mail Database	$0.50	53	$26.50
Skip Trace for Best Address	$1.00	47	$47.00
Print & Remail Notice Packets	$1.50	37	$55.50
First-Class Postage (up to 2 oz.)	$1.03	37	$38.11
		Sub Total:	**$227.11**

OPT-OUT PROCESSING

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

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	$150.00	5	$750.00
Project Manager: Validate Opt-Outs	$95.00	1	$95.00
Clerical Staff	$60.00	1	$60.00
Opt-Out Processing	$2.50	8	$19.69
Print & Mail Deficiency/Dispute Notices	$1.50	1	$1.50
First-Class Postage (up to 1 oz.)	$0.74	1	$0.74
Review & Process Deficiency Responses	$10.00	1	$10.00
		Sub Total:	**$936.93**

CLASS MEMBER SUPPORT

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

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	$150.00	2	$300.00
Live Call Center Support Reps.	$3.00	105	$315.00
		Sub Total:	**$615.00**

SSN VERIFICATION

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

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	$150.00	1	$150.00
Department Manager: Analysis & Reporting	$95.00	3	$285.00
IRS SSN Verification	$0.10	517	$51.71
		Sub Total:	**$486.71**

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon Final Approval, CPT will perform the required settlement payment calculations, and once approved by the parties, CPT will issue a (MICR) check to all eligible claimants. CPT will also issue an IRS Form 1099 and/or IRS Form W-2 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check-cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	$150.00	3	$450.00
Project Supervisor: Review of Distribution	$150.00	3	$450.00
Project Manager: Correspondence w/Parties	$95.00	2	$190.00
Programming: Setup & Printing of Checks	$150.00	3	$450.00
Obtain EIN, Setup QSF/Bank Account	$150.00	3	$450.00
Print & Mail Notice, Checks & W2/1099	$2.50	517	$1,292.81
First-Class Postage (up to 1 oz.)	$0.74	517	$382.67
Project Supervisor: Account Reconciliation	$150.00	12	$1,800.00
Update Undeliverable Checks Database	$0.50	26	$12.93
Skip Trace for Best Address	$1.00	26	$25.86
Remail Undeliverable Checks	$2.50	24	$60.00
First-Class Postage (up to 1 oz.)	$0.74	24	$17.76
Re-Issue Checks as Required	$5.00	21	$105.00
First-Class Postage (up to 1 oz.)	$0.74	21	$15.54
		Sub Total:	**$5,702.57**

TAX REPORTING & SETTLEMENT CONCLUSION

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

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	$150.00	1	$150.00
Programming: Weekly & Final Reports	$150.00	2	$300.00
Project Supervisor: Final Declaration	$150.00	2	$300.00
Project Manager: Account Files Sent to Atty	$95.00	2	$190.00
CA Tax Preparation*	$600.00	1	$600.00
Annual Tax Reporting to IRS*	$1,000.00	1	$1,000.00
QSF Annual Tax Reporting	$500.00	1	$500.00
		Sub Total:	**$3,040.00**

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	$0.15	109	$16.35
Project Manager: Reporting & Remittance	$95.00	2	$190.00
Project Supervisor: Review of Report	$150.00	1	$150.00
Certified Mail Report to SCO	$8.68	1	$8.68
Add'l Account Recons	$150.00	3	$450.00
		Sub Total:	**$815.03**

Total Administration Costs:	**$16,446.65**
Courtesy Discount:	***-$4,446.65***
CPT'S DISCOUNTED FLAT FEE:	**$12,000.00**

TERMS AND CONDITIONS

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

1. Definitions.

a) "**Affiliate**" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.

b) "**Agreement**" means these Terms and Conditions and the Bid.

c) "**Applicable Laws**" means all applicable local, state and federal laws, ordinances, rules and regulations.

d) "**Approved Bank**" means any financial institution that is insured by the Federal Deposit Insurance Corporation.

e) "**Bid**" means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.

f) "**Case**" means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.

g) "**Class**" means Members and putative Members collectively.

h) "**Client**" means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.

i) "**Confidential Information**" means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.

j) "**Court Order**" means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.

k) "**Defendant**" means the named Party and/or Parties in the Case against whom action is brought.

l) "**Defense Counsel**" means the attorney(s) of record for the Defendant(s) in the Case.

m) "**Intellectual Property Right**" means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.

n) "**Member**" means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.

o) "**Member Content**" means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.

p) "**Member Data**" means proprietary or personal data regarding Members under this Agreement.

q) "**Parties To The Case**" shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.

r) "**Plaintiff**" means the named party and/or parties in the Case who are bringing the action.

s) "**Plaintiff Counsel**" means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.

t) "**Products**" means any and all CPT Services and work product resulting from Services.

u) "**Qualified Settlement Fund**" or "**QSF**" means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.

v) "**Service**" means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.

w) "**Settlement Agreement**" means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.

x) "**Settlement Amount**" means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.

y) "**Software**" means any and all of CPT's software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.

z) "**Transmission Methods**" means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.

aa) "**Term**" means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.

bb) "**Wire Information**" means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disenabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.

4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.

a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party's systems (items (i) and/or (ii) a "**Security Incident**"), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.

b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.

6. Qualified Settlement Fund Account. When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.

7. Fees and Payment. Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero ($0.00), and thereafter close such account. Client is aware that CPT may receive financial benefits, including discounts on certain banking services and competition for services that ensure eligibility for FDIC deposit insurance or in connection with the establishment of QSF accounts. Client agrees that any such financial benefit may be retained by CPT as additional compensation for CPT's services.

8. Term and Termination.

   a) Term. The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.

   b) Termination for Cause. Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.

   c) Bankruptcy Events. A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

   d) Effect of Termination. Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally input into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.

   e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

9. Confidentiality. Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

   a) Compelled Disclosure. If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.

   b) Remedies. If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as monetary damages.

10. Intellectual Property. CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.

11. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

12. Warranties. Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE

13. Liability.

   a) Liability Cap. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

   b) Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT,

REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.

d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.

e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.

f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.

g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.

h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("**Statistical Data**") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.

j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.

l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.

m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided, however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.

n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.

o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.

p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.

q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.