

1 **FIRST AMENDED JOINT STIPULATION OF CLASS ACTION**
2 **AND PAGA SETTLEMENT AND RELEASE OF CLAIMS**

3 Pursuant to Paragraph 100 of the Joint Stipulation of Class Action and PAGA
4 Settlement and Release of Claims executed on August 2, 2024, this First Amended
5 Joint Stipulation of Class Action and PAGA Settlement and Release of Claims
6 (“**Settlement**,” “**Agreement**,” or “**Settlement Agreement**”) is entered into by and
7 between plaintiff Jacob Greenwell (“**Plaintiff**”), individually and on behalf of all
8 others similarly situated and the State of California (as a private attorney general
9 pursuant to the Private Attorneys General Act, Cal. Lab. Code § 2698, *et seq.*), on the
10 one hand, and defendant Envigo RMS, LLC. (“**Defendant**”) on the other hand
11 (collectively referred to as “**the Parties**”) and shall supercede the Joint Stipulation of
12 Class Action and PAGA Settlement and Release of Claims executed on August 2,
13 2024.

14 This Settlement shall be binding on Plaintiff, Participating Class Members (as
15 defined herein), the State of California as to the PAGA Employees (as defined herein),
16 and on Defendant, subject to the terms and conditions, definitions, and recitals set forth
17 herein and to the approval of the Court.

18 **I. DEFINITIONS**

19 **1. Action**

20 “**Action**” means the case entitled *Greenwell v. Envigo RMS, LLC*, filed in
21 Alameda Superior Court, Case No. RG21108069.

22 **2. Actions**

23 “**Actions**” means the Action and PAGA Action referred to together.

24 **3. Class Counsel**

25 “**Class Counsel**” means Lawyers *for* Justice, PC.

26 **4. Class Counsel Award**

27 “**Class Counsel Award**” means attorneys’ fees for Class Counsel’s litigation
28 and resolution of the Actions (“**Class Counsel Fees**”), and Class Counsel’s actual

1 expenses and costs incurred and to be incurred in connection with the Actions (“**Class**
2 **Counsel Costs**”).

3 **5. Class List**

4 “**Class List**” means information regarding Settlement Class Members that
5 Defendant will in good faith compile from Defendant’s internal and currently available
6 electronic timekeeping, payroll, and/or HRIS records and provide to the Settlement
7 Administrator. To the extent possible, it shall be formatted as a Microsoft Excel
8 spreadsheet. It shall include each Settlement Class Member’s last known full name;
9 last known address; Social Security number; Compensable Workweeks; and
10 Compensable Pay Periods.

11 **5.5 PAGA Employee List**

12 “**PAGA Employee List**” means information regarding PAGA Employees that
13 Defendant will in good faith compile from Defendant’s internal and currently available
14 electronic timekeeping, payroll, and/or HRIS records and provide to the Settlement
15 Administrator. To the extent possible, it shall be formatted as a Microsoft Excel
16 spreadsheet. It shall include each PAGA Employee’s last known full name; last known
17 address; Social Security number; and Compensable Pay Periods.

18 **6. Settlement Class or Settlement Class Members**

19 “**Settlement Class**” or “**Settlement Class Members**” means all current and
20 former hourly-paid or non-exempt employees who worked for Defendant (including
21 any entities that merged with Defendant) within the State of California at any time
22 during the Class Period. Notwithstanding the foregoing definition, Settlement Class
23 and Settlement Class Members do not include PAGA Employees solely with respect
24 to the PAGA claims of such PAGA Employees.

25 **7. Class Period**

26 “**Class Period**” or “**Settlement Class Period**” means the period from June 25,
27 2017 through August 31, 2023.

1 **8. Class Settlement**

2 “**Class Settlement**” means the settlement and resolution of the Released Class
3 Claims.

4 **9. Class or Class Members**

5 “**Class**” or “**Class Members**” means Settlement Class Members and FCRA
6 Class Members referred to together regardless of whether persons are members of one
7 or both of the defined classes.

8 **10. Class Representative**

9 “**Class Representative**” means Plaintiff Jacob Greenwell.

10 **11. Class Representative Enhancement Award**

11 “**Class Representative Enhancement Award**” means the amount that the
12 Court authorizes to be paid to Plaintiff, in recognition of Plaintiff’s efforts and risks in
13 assisting with the prosecution of the Actions. The Class Representative Enhancement
14 Award shall be in addition to the Plaintiff’s Individual Settlement Payment, Individual
15 FCRA Settlement Payment, and/or Individual PAGA Settlement Payment. Plaintiff’s
16 proposed Class Representative Enhancement Award is \$10,000.00, subject to Court
17 approval.

18 **12. Compensable Pay Periods**

19 “**Compensable Pay Periods**” means the number of pay periods in which each
20 PAGA Employee was employed as an hourly-paid or non-exempt employee for
21 Defendant (or any entity that Merged into Defendant) in the State of California during
22 the PAGA Period, based on information from Defendant’s internal and currently
23 available electronic timekeeping and HRIS records.

24 **13. Compensable Workweeks**

25 “**Compensable Workweeks**” means the number of weeks in which each
26 *Settlement* Class Member was employed as an hourly-paid or non-exempt employee
27 for Defendant in the State of California during the Class Period, based on information
28 from Defendant’s internal and currently available electronic timekeeping and HRIS

records.

14. Compensable Workweeks Dispute

“**Compensable Workweeks Dispute**” means a Settlement Class Member’s written letter disputing the pre-printed information on the Class Notice as to her, his, or their Compensable Workweeks during the Class Period, which must: (a) contain the case name and number of the Action; (b) contain the Settlement Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security number; (c) clearly state that the Settlement Class Member dispute the number of Compensable Workweeks credited to her, him, or they for the Class Period and what she, he, or they contend is the correct number to be credited to her, him, or they; (d) attach any documentation that she, he, or they has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

15. Court

“**Court**” means Superior Court of California for the County of Alameda.

16. Defendant

“**Defendant**” means Defendant Envigo RMS, LLC.

17. Effective Date

The Effective Date of the Settlement shall mean the later of: (i) if no timely objections are filed, or are withdrawn prior to Final Approval, then sixty calendar days after the date the Court enters Judgment; or (ii) if a Class Member files an objection to the Settlement, the Effective Date shall be the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

1 **18. FCRA**

2 “FCRA” refers to the Fair Credit Reporting Act, codified at 15 U.S.C. § 1681
3 *et seq.*

4 **19. FCRA Class List**

5 “FCRA Class List” means information regarding FRCA Class Members that
6 Defendant will in good faith compile from Defendant’s internal resources and will
7 provide to the Settlement Administrator. Defendant will request that its third-party
8 vendors will provide the necessary information to make the FCRA Class List as
9 complete as possible. To the extent possible, it shall be formatted as a Microsoft Excel
10 spreadsheet. It shall include each FRCA Class Member’s last known full name; last
11 known address; and Social Security number.

12 **20. FCRA Class Members**

13 “FCRA Class Members” means all of Defendant’s (including any entities that
14 merged with Defendant) current and former employees and prospective applicants for
15 employment in the United States who applied for a job with Defendant on whom a
16 background check was performed at any time during the FCRA Class Period .

17 **21. FCRA Class Period**

18 “FCRA Class Period” means the period from June 25, 2016 through August
19 31, 2023.

20 **22. FCRA Class Settlement**

21 “FCRA Class Settlement” means the settlement and resolution of the Released
22 FCRA Class Claims.

23 **23. FCRA Settlement Amount**

24 “FCRA Settlement Amount” means \$100,000 of the Gross Settlement
25 Amount, which is allocated to the Participating FCRA Class Members in exchange for
26 Participating FCRA Class Members’ release of the Released FCRA Class Claims.

27 **24. Final Approval Hearing**

28 “Final Approval Hearing” means the final hearing held to ascertain the

1 fairness, reasonableness, and adequacy of the Settlement.

2 **25. Final Approval Order**

3 **“Final Approval Order”** means the proposed order granting final approval of
4 the Settlement and constituting a Final Judgment.

5 **26. Final Judgment**

6 **“Final Judgment”** means a judgment issued by the Court approving this
7 Agreement as binding upon the Parties.

8 **27. Gross Settlement Amount**

9 **“Gross Settlement Amount”** means the agreed upon settlement amount
10 totaling Seven Hundred Ninety-Five Thousand Dollars and Zero Cents (\$795,000.00)
11 to be paid by Defendant in full settlement of the Released Class Claims, Released
12 FRCA Class Claims, and Released PAGA Claims, and includes without limitation the
13 Class Counsel Award, Class Representative Enhancement Award, Individual
14 Settlement Payments, Individual FCRA Settlement Payments, Individual PAGA
15 Settlement Payments, LWDA Payment, and Settlement Administrator Costs. In no
16 event shall Defendant be liable for more than the Gross Settlement Amount, except
17 that Defendant’s portion of payroll taxes will be paid separately and in addition to the
18 Gross Settlement Amount.

19 **28. Individual FCRA Settlement Payment**

20 **“Individual FCRA Settlement Payment”** means the amount paid from the
21 FCRA Settlement Amount to a Participating FCRA Class Member, based on an equal
22 *pro rata* portion of the FCRA Settlement Amount.

23 **29. Individual Settlement Payment**

24 **“Individual Settlement Payment”** means the amount paid from the Net
25 Settlement Amount to a Participating Settlement Class Member, based on their number
26 of Compensable Workweeks worked during the Class Period.

27 **30. Individual PAGA Settlement Payment**

28 **“Individual PAGA Settlement Payment”** means the amount paid from the

PAGA Settlement Amount to a PAGA Employee, based upon their number of Compensable Pay Periods worked during the PAGA Period.

31. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

32. Net Settlement Amount

“Net Settlement Amount” means the Gross Settlement Amount, less the Court-approved Class Counsel Award, Class Representative Enhancement Award, Settlement Administrator Costs, FCRA Settlement Amount, and PAGA Settlement Amount.

33. Notice of Class Action Settlement or Class Notice

“Notice of Class Action Settlement” or “Class Notice” means the Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval substantially in one of the forms attached hereto as **Exhibit A** (for Class Members who are only Settlement Class Members, **Exhibit B** (for Class Members who are only FCRA Class Members), and **Exhibit C** (for Class Members who are both Settlement Class Members and FCRA Class Members). Each notice shall include, among other things: (a) for Settlement Class Members, an estimated Individual Settlement Payment and number of Compensable Workweeks worked during the Class Period, (b) for FCRA Class Members, estimated Individual FCRA Settlement Amount, (c) for PAGA Employees, estimated Individual PAGA Settlement Amount and number of Compensable Pay Periods worked during the PAGA Period; (d) how to opt-out of the Class Settlement and/or FCRA Class Settlement, (d) how to object to the Class Settlement and/or FCRA Class Settlement, and (e) how to dispute the number of estimated Compensable Workweeks (for Class Members).

34. Notice of Objection

“Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement and/or an FCRA Class Member’s written objection to the FCRA Class Settlement, which must: (a) contain the case name and number of the

1 Action; (b) contain the Settlement Class Member's and/or FCRA Class Member's, as
2 applicable, full name, signature, address, telephone number, and last four (4) digits of
3 Social Security number; (c) contain a written statement of all grounds for the objection
4 accompanied by any legal support for such objection; (d) contain copies of any papers,
5 briefs, or other documents upon which the objection is based; and (e) be submitted by
6 mail to the Settlement Administrator at the specified address, postmarked on or before
7 the Response Deadline.

8 **35. PAGA**

9 "PAGA" refers to the California Labor Code Private Attorneys General Act of
10 2004, codified at California Labor Code §§ 2699 *et seq.*

11 **36. PAGA Action**

12 "PAGA Action" refers to the PAGA representative action entitled *Greenwell v.*
13 *Envigo RMS, LLC*, which is pending in Alameda County Superior Court, Case No.
14 RG21107600.

15 **37. PAGA Complaint**

16 "PAGA Complaint" refers to the Complaint for Enforcement Under the Private
17 Attorneys General Act, California Labor Code § 2698, Et Seq., filed in the PAGA
18 Action.

19 **38. PAGA Employees**

20 "PAGA Employees" means all persons who were employed by Defendant
21 (including any entities that merged with Defendant) in California as hourly paid or
22 non-exempt employees at any time during the PAGA Period (or if any such person is
23 incompetent, deceased, or unavailable due to military service, the person's legal
24 representative or successor in interest evidenced by reasonable verification).

1 **39. PAGA Settlement**

2 “**PAGA Settlement**” means the settlement and resolution of Released PAGA
3 Claims.

4 **40. PAGA Settlement Amount**

5 “**PAGA Settlement Amount**” means the amount: One Hundred Thousand
6 Dollars and Zero Cents (\$100,000.00) out of the Gross Settlement Amount, which
7 shall be allocated 75% (\$75,000.00) to the LWDA (“**LWDA Payment**”) and 25%
8 (\$25,000.00) will be distributed to the PAGA Employees to be allocated based on their
9 number of Compensable Pay Periods worked during the PAGA Period (“**PAGA**
10 **Employee Amount**”).

11 **41. PAGA Period**

12 “**PAGA Period**” means the period from October 7, 2019 through August 31,
13 2023.

14 **42. Parties**

15 “**Parties**” means Plaintiff and Defendant, collectively, and “**Party**” shall mean
16 Plaintiff or Defendant, individually.

17 **43. Plaintiff**

18 “**Plaintiff**” means Plaintiff Jacob Greenwell.

19 **44. Preliminary Approval Date**

20 “**Preliminary Approval Date**” means the date on which the Court issues a
21 Preliminary Approval Order.

22 **45. Preliminary Approval Order**

23 “**Preliminary Approval Order**” means the Court’s order granting preliminary
24 approval of the Settlement.

25 **46. Released Class Claims**

26 “**Released Class Claims**” means any and all causes of action and factual or
27 legal theories that were or are alleged in the Complaints in the Action, as well as the
28 Operative Complaint, or reasonably could have been alleged based on the same or

1 similar facts, allegations and/or legal theories contained in the Action and Complaints,
2 arising during the Class Period, including all of the following claims for relief:
3 (a) failure to pay all wages due, including minimum wages, straight time, overtime,
4 and double wages (California Labor Code §§ 510, 1194, 1197, 1197.1, 1198) ; (b)
5 failure to provide proper meal periods, and to properly provide premium pay in lieu
6 thereof (California Labor Code §§ 226.7, 512, and the applicable Wage Order) ; (c)
7 failure to provide proper rest periods, and to properly provide premium pay in lieu
8 thereof (California Labor Code § 226.7 and the applicable Wage Order); (d) failure to
9 pay all wages timely at the time of termination and/or during employment (California
10 Labor Code §§ 201-204); (e) failure to provide timely, complete, accurate or properly
11 formatted wage statements and employment records (California Labor Code §§ 226,
12 1174, 1174.5 *et seq.*); (f) failure to keep requisite payroll records (California Labor
13 Code Labor Code §§ 1174, 1174.5); (g) failure to reimburse and indemnify business
14 expenses (California Labor Code §§ 2800, 2802); (h) violation of California's unfair
15 competition law, including unfair business practices (California Business &
16 Professions Code §§ 17200 *et seq.*), and that could have been premised on the same or
17 similar claims, facts, causes of action, or legal theories of relief described above or any
18 of the claims, causes of action, or legal theories of relief pleaded in the Complaints in
19 the Action, or the Operative Complaint, as well as any claims that could have been
20 pled based on the same or similar facts concerning the Plaintiff or the Settlement Class;
21 (i) all damages, penalties, interest, and other amounts recoverable under said claims,
22 causes of action, or legal theories of relief; and (j) any claims for injunctive relief,
23 declaratory relief, restitution, fraudulent business practices or punitive damages
24 alleged or which could have been alleged based on the same or similar facts concerning
25 the Plaintiff or the Settlement Class; and (k) any and all other claims under California
26 common law, the California Labor Code (excluding PAGA which are encompassed
27 by the Released PAGA Claims), the Fair Labor Standards Act, California Industrial
28

1 Welfare Commission Wage Orders, and the California Business and Professions Code
2 based on the same or similar facts concerning the Plaintiff or the Settlement Class.

3 The period of the Released Class Claims shall extend to the limits of the Class
4 Period. The res judicata effect of the Final Judgment will be the same as that of the
5 Released Class Claims. Defendant shall be entitled to a release of Released Class
6 Claims which occurred during the Class Period only during such time that the Class
7 Member was classified as hourly-paid or non-exempt, and expressly excluding all
8 other claims, including claims for vested benefits, wrongful termination,
9 unemployment insurance, disability, social security, workers' compensation, claims
10 while classified as exempt, and claims outside of the Class Period.

11 **47. Released FCRA Class Claims**

12 “**Released FCRA Class Claims**” means any and all causes of action and factual
13 or legal theories that were or are alleged in the Complaint in the Action, and/or the
14 Operative Complaint, or reasonably could have been alleged based on the facts and
15 legal theories contained in the Operative Complaint, arising during the FCRA Class
16 Period, relating to background checks including but not limited to claims under the
17 Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*, and similar state laws, including
18 the Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 *et seq.*,
19 the Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 *et seq.*,
20 California Business & Professions Code §§ 17200 *et seq.*, and similar claims under
21 other state laws, including all damages, punitive damages, penalties, interest, and other
22 amounts recoverable under said claims, causes of action, or legal theories of relief.

23 As to all other FCRA claims, past or present, the Participating FRCA Class
24 Members also waive and release their rights to be a class representative in a class
25 action as of the Effective Date of this Settlement. The period of the Released FCRA
26 Class Claims shall extend to the limits of the FCRA Class Period. The res judicata
27 effect of the Final Judgment will be the same as that of the Released FRCA Class
28

1 Claims. Defendant shall be entitled to a release of Released FCRA Class Claims,
2 which occurred during the FRCA Class Period.

3 **48. Released PAGA Claims**

4 “**Released PAGA Claims**” means any and all causes of action and factual or
5 legal theories that were or are alleged in the Complaints in the Actions, and/or the
6 Operative Complaint, or reasonably could have been alleged based on the facts and
7 legal theories of the Operative Complaint, and includes, without limitation any PAGA
8 letters sent to the LWDA by Plaintiff during or prior to the Actions, arising during the
9 PAGA Period, for civil penalties pursuant to the PAGA for Defendant’s alleged failure
10 to: (a) pay all wages due, including minimum wages, straight time, overtime or double
11 time, (b) provide proper meal periods, and to properly provide premium pay in lieu
12 thereof; (c) provide proper rest periods and to properly provide premium pay in lieu
13 thereof; (d) pay all wages timely at the time of termination and/or during employment;
14 (e) provide timely, complete, accurate, or properly formatted wage statements and
15 employment records; (f) keep requisite payroll records; and (g) reimburse and
16 indemnify business expenses. PAGA Employees may not opt out of or object to such
17 a release of PAGA Claims.

18 **49. Released Parties**

19 “**Released Parties**” means Defendant, and any of its past, present and future
20 direct or indirect (a) parents (including, without limitation, Inotiv, Inc.) , (b)
21 subsidiaries, (c) predecessors (including, without limitation Envigo RMS, Inc.), (d)
22 successors, and (e) affiliates, as well as each of their past, present, and/or future, direct
23 and/or indirect, officers, directors, members, managers, agents, representatives,
24 attorneys, insurers, partners, investors, shareholders, administrators, parent
25 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and
26 joint venturers.

27 **50. Request for Exclusion**

28 “**Request for Exclusion**” means a Class Member’s written letter indicating a

request to be excluded from the Class Settlement and/or FCRA Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security number; (c) contain a simple statement electing to be excluded from the Class Settlement and/or FCRA Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

51. Response Deadline

"**Response Deadline**" means the date that is forty-five (45) calendar days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit a Notice of Objection; or (c) submit a Compensable Workweeks Dispute. If the forty-fifth (45th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

52. Settlement, Agreement, or Settlement Agreement

"**Settlement,**" "**Agreement,**" or "**Settlement Agreement**" means this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims.

53. Settlement Administrator

"**Settlement Administrator**" means the third-party company that is responsible for administering the Settlement. This Settlement Administrator is Atticus Administration, LLC.

54. Settlement Administrator Costs

"**Settlement Administrator Costs**" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement, currently estimated not to exceed \$27,400.

55. Participating Settlement Class or Participating Settlement Class Members

"**Participating Settlement Class**" or "**Participating Settlement Class Members**" means those Settlement Class Members who do not submit a valid and

timely Request for Exclusion.

56. Participating Class Members

“Participating Class Members” means Participating Settlement Class Members and Participating FCRA Class Members when referred to together, regardless of whether persons are members of one or both of the defined settlement class member groups.

57. Participating FCRA Class or Participating FCRA Class Members

“Participating FCRA Class” or **“Participating FCRA Class Members”** means those FCRA Class Members who do not submit a valid and timely Request for Exclusion.

II. RECITALS

58. Amendment of Complaint and Dismissal of the PAGA Action

To effectuate this Settlement, the Parties shall collaborate to prepare a Motion for Preliminary Approval of the Settlement and, together with such Motion for Preliminary Approval, Plaintiff will seek leave to file an amended complaint (the **“First Amended Complaint”** or **“Operative Complaint”**), to add to the current complaint all class and PAGA claims and causes of action negotiated during mediation and falling within the definition of **“Released Class Claims,” “Released FCRA Class Claims,”** and **“Released PAGA Claims,”** including specifically all claims and causes of action asserted in the PAGA Complaint. For purposes of Settlement only, Plaintiff shall dismiss the PAGA Action without prejudice (including without prejudice to the extent that the Court does not grant approval of this Settlement) within five business (5) days of filing the Operative Complaint. For purposes of this Settlement only, Defendant agrees that the filing of the First Amended Complaint relates back to the filing of the original complaint in the Action for purposes of the applicable statutes of limitations for the causes of action alleged in the First Amended Complaint. Defendant will be deemed to have generally denied the allegations of the First Amended Complaint without the need to file and serve an Answer thereto. The Court’s

1 approval of the Parties' stipulation to file an amended complaint is a material term of
2 this Settlement Agreement. If the Court does not grant leave to file the amended
3 complaint, the Parties shall work together in good faith to agree on a revised settlement
4 agreement. Moreover, if the Parties are unable to reach an agreement, this Settlement
5 Agreement, and any documents generated to bring it into effect, will be null and void.
6 In such event, any order or judgment entered by the Court in furtherance of this
7 Settlement Agreement will likewise be treated as void from the beginning.

8 **59. Class Certification**

9 The Parties stipulate to class certification of the Class and the FCRA Class for
10 purposes of settlement only. If the Court does not grant either preliminary or,
11 ultimately, a Final Approval Order of this Settlement, the Parties shall work together
12 in good faith to agree on a revised settlement agreement to address the Court's
13 concerns. If the Parties are unable to reach agreement, or the Court does not grant
14 either preliminary and ultimately a Final Approval Order of the revised settlement, the
15 Parties agree that this stipulation regarding class certification will be revoked and the
16 Parties will return to a point in litigation prior to the execution of this Settlement
17 Agreement.

18 **60. Procedural History**

19 On April 2, 2021, Plaintiff provided written notice by online submission to the
20 LWDA and by certified mail to Defendant, of his intent to seek civil penalties for
21 alleged violations of the California Labor Code under PAGA (the "**PAGA Notice**").

22 On June 25, 2021, Plaintiff filed a Class Action Complaint for Damages in the
23 Action.

24 On June 25, 2021, Plaintiff filed the PAGA Complaint in the PAGA Action.

25 The Parties subsequently agreed to mediate Plaintiff's California class claims,
26 FCRA claims, PAGA claims in the Action and the PAGA Action. The Parties began
27 to engage in informal and formal discovery to understand the nature of the allegations
28 and the scope of potential liability. Defendant provided Plaintiff's counsel with

1 pertinent data as well as relevant documents, so that the Parties could fully-investigate
2 the claims at issue and understand their strengths and weaknesses. This included
3 timekeeping data, payroll data, relevant policies and forms, and class data points.

4 On June 2, 2023, the Parties attended a mediation with experienced mediator
5 Eve Wagner, Esq. At the conclusion of the mediation, the Parties reached an
6 agreement, as provided herein, to settle Plaintiff's claims on a class-wide and
7 representative basis.

8 Defendant denies any liability or wrongdoing of any kind associated with the
9 claims asserted in the Actions, disputes the damages and penalties claimed by Plaintiff,
10 and further contends that, for any purpose other than settlement, Plaintiff's claims are
11 not appropriate for class or representative action treatment. This Settlement is a
12 compromise of disputed claims. Nothing contained in this Settlement, no documents
13 referred to herein, and no action taken to carry out this Settlement, shall be construed
14 or used as an admission by or against Defendant as to the merits or lack thereof of the
15 claims asserted in the Actions. Defendant contends, among other things, that, at all
16 times, it has complied with all applicable state, federal, and local laws related to the
17 Class Members' employment and/or applications for employment.

18 The Class Representative is represented by Class Counsel. Class Counsel
19 conducted an investigation into the facts relevant to the Actions, including reviewing
20 documents and information provided by Defendant. Based on their own independent
21 investigation and evaluation, Class Counsel are of the opinion that the Settlement with
22 Defendant is fair, reasonable, and adequate, and in the best interest of the Class and
23 State of California in light of all known facts and circumstances, including the risks of
24 significant delay, defenses asserted by Defendant, uncertainties regarding a class and
25 representative action trial on the merits, and numerous potential appellate issues.
26 Although Defendant denies liability, Defendant agrees to this Settlement solely to
27 avoid the cost of further litigation. Accordingly, the Parties and their counsel desire
28 to fully, finally, and forever settle, compromise, and discharge all disputes and claims

1 arising from or relating to the Actions on the terms set forth herein.

2 **61. Benefits of Settlement to Class Members and State of California**

3 Plaintiff and Class Counsel recognize the expense and length of continued
4 proceedings necessary to litigate their disputes through trial and through any possible
5 appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome
6 of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff
7 and Class Counsel are also aware of the burdens of proof necessary to establish
8 liability for the claims asserted in the Actions, both generally and in response to
9 Defendant's defenses thereto, and the difficulties in establishing damages, penalties,
10 and entitlement to monetary recovery for the Class Members and State of California.
11 Plaintiff and Class Counsel have also taken into account Defendant's agreement to
12 enter into a settlement that confers substantial relief upon the members of the Class
13 and State of California. Based on the foregoing, Class Counsel have concluded that
14 settlement for the consideration and on the terms set forth in this Settlement
15 Agreement, is fair, reasonable, and adequate and is in the best interest of the Class and
16 State of California in light of all known facts and circumstances, including the risk of
17 significant delay, defenses asserted by Defendant, numerous potential appellate issues,
18 and other risks inherent in litigation.

19 **62. Defendant's Reasons for Settlement**

20 Defendant has concluded that any further defense of this litigation would be
21 protracted and expensive for all Parties. Substantial amounts of Defendant's time,
22 energy, and resources have been and, unless this Settlement is completed, will
23 continue to be devoted to, the defense of the claims asserted by Plaintiff in the Actions.
24 Defendant has also taken into account the risks of further litigation in reaching its
25 decision to enter into this Settlement. Even though Defendant continues to contend
26 that it is not liable for any of the claims set forth by Plaintiff in the Actions, Defendant
27 has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
28 Agreement to put to rest the claims in the Actions. Defendant contends that it has

1 complied with all applicable state, federal, and local laws.

2 **63. Settlement of Disputed Claims**

3 This Agreement is a compromise of disputed claims. Defendant contends that
4 the Released Class Claims, Released FCRA Class Claims, and the Released PAGA
5 Claims have no merit and do not give rise to liability. Plaintiff and Class Counsel have
6 claimed and continue to claim that the Released Class Claims, Released FCRA Class
7 Claims, and the Released PAGA Claims have merit and give rise to liability on the
8 part of Defendant. This Agreement is a compromise of disputed claims. Nothing
9 contained in this Agreement, no documents referred to herein, and no action taken to
10 carry out this Agreement, may be construed or used as an admission by or against the
11 Defendant, the Class Representative, the Class Members, PAGA Employees, or Class
12 Counsel as to the merits or lack thereof of the claims asserted in the Actions.

13 **III. TERMS OF AGREEMENT**

14 **64. Release as to All Participating Settlement Class Members**

15 Upon Defendant making the Final Payment as set forth in Paragraph 79 below,
16 all Participating Settlement Class Members release the Released Parties from the
17 Released Class Claims, whether known or unknown. To be clear, the scope of this
18 release is limited to the Released Class Claims. Participating Settlement Class
19 Members may later discover facts or legal arguments in addition to or different from
20 those that they now know or currently believe to be true with respect to the Released
21 Class Claims. Regardless, the discovery of new facts or legal arguments shall in no
22 way limit the scope or definition of the Released Class Claims, and by virtue of this
23 Agreement, Plaintiff and Participating Settlement Class Members shall be deemed to
24 have, and by operation of the Final Judgment approved by the Court, shall have, fully,
25 finally, and forever settled and released all of the Released Class Claims. The Parties
26 understand and specifically agree that the scope of this release described in this
27 Paragraph is a material part of the consideration for this Agreement, was critical in
28 justifying the agreed upon economic value of the Settlement and without it, Defendant

1 would not have agreed to the consideration provided, and is narrowly drafted and
2 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution
3 of the claims that were or could have been alleged based on facts, causes of action,
4 and legal theories contained in the Actions.

5 **65. Release as to all Participating FCRA Class Members**

6 Upon Defendant making the Final Payment as set forth in Paragraph 79 below,
7 all Participating FCRA Class Members release the Released Parties from the Released
8 FCRA Class Claims, whether known or unknown. To be clear, the scope of this
9 release is limited to the Released FCRA Class Claims. Participating FCRA Class
10 Members may later discover facts or legal arguments in addition to or different from
11 those that they now know or currently believe to be true with respect to the Released
12 FCRA Class Claims. Regardless, the discovery of new facts or legal arguments shall
13 in no way limit the scope or definition of the Released FCRA Class Claims, and by
14 virtue of this Agreement, Plaintiff and Participating FCRA Class Members shall be
15 deemed to have, and by operation of the Final Judgment approved by the Court, shall
16 have, fully, finally, and forever settled and released all of the Released FCRA Class
17 Claims. The Parties understand and specifically agree that the scope of this release
18 described in this Paragraph is a material part of the consideration for this Agreement,
19 was critical in justifying the agreed upon economic value of the Settlement and without
20 it, Defendant would not have agreed to the consideration provided, and is narrowly
21 drafted and necessary to ensure that Defendant is obtaining peace of mind regarding
22 the resolution of the claims that were or could have been alleged based on facts, causes
23 of action, and legal theories contained in the Actions.

24 **66. Release as to all PAGA Employees**

25 Upon Defendant making the Final Payment as set forth in Paragraph 79 below,
26 all PAGA Employees release the Released Parties from the Released PAGA Claims,
27 whether known or unknown. To be clear, the scope of this release is limited to the
28 Released PAGA Claims. PAGA Employees may later discover facts or legal

arguments in addition to or different from those that they now know or currently believe to be true with respect to the Released PAGA Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released PAGA Claims, and by virtue of this Agreement, Plaintiff and PAGA Employees shall be deemed to have, and by operation of the Final Judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released PAGA Claims. The Parties understand and specifically agree that the scope of this release described in this Paragraph is a material part of the consideration for this Agreement, was critical in justifying the agreed upon economic value of the Settlement and without it, Defendant would not have agreed to the consideration provided, and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of the claims that were or could have been alleged based on facts, causes of action, and legal theories contained in the Actions. PAGA Employees may not opt out of or object to this PAGA release.

67. Release of Claims by Plaintiff

Upon Defendant making the Final Payment as set forth in Paragraph 79 below, Plaintiff, for himself only, releases the Released Parties from all of the Released Class Claims, Released FCRA Class Claims, and Released PAGA Claims during their respective Class Period, FCRA Class Period, and PAGA Period. Plaintiff, for himself and his heirs, successors and assigns, further waives, releases, acquits and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute,

1 law, regulation or ordinance, including, but not limited to, claims for violation of the
2 Fair Labor Standards Act (FLSA), the California Labor Code, the Wage Orders of
3 California's Industrial Welfare Commission, other state wage and hour laws, the
4 Americans with Disabilities Act, the Age Discrimination in Employment Act
5 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights
6 Act of 1964, the California Fair Employment and Housing Act, the California Family
7 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
8 California Business & Professions Code §§17200 et seq., and any and all claims
9 arising under any federal, state or other governmental statute, law, regulation or
10 ordinance.

11 Plaintiff's releases set forth herein include a waiver of all rights under California
12 Civil Code §1542, which provides:

13
14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
15 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
16 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
17 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
18 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
19 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
20 **OR RELEASED PARTY.**

21 Plaintiff may hereafter discover claims or facts in addition to, or different from,
22 those which he now knows or believes to exist, but Plaintiff expressly agrees to fully,
23 finally and forever settle and release any and all claims against the Released Parties,
24 known or unknown, suspected or unsuspected, which exist or may exist on behalf of
25 or against the other at the time of execution of this Agreement, including, but not
26 limited to, any and all claims relating to or arising from Plaintiff's employment with
27 Defendant. The Parties understand and agree that Plaintiff is not, by way of this
28 release, releasing any claims which cannot be released as a matter of law.

26 **68. Tax Liability and Medicare**

27 The Parties make no representations as to the tax treatment or legal effect of the
28 payments called for hereunder, and Participating Class Members and PAGA
Employees are not relying on any statement or representation by the Parties in this

1 regard. Participating Class Members and PAGA Employees understand and agree that
2 they will be responsible for the payment of taxes and penalties assessed on the
3 payments described herein and will hold the Parties and the Settlement Administrator
4 free and harmless from and against any claims resulting from treatment of such
5 payments as non-taxable damages, including the treatment of such payment as not
6 subject to withholding or deduction for payroll and employment taxes. Moreover, this
7 Agreement is based upon a good faith determination of the Parties to resolve a disputed
8 claim. The Parties have not shifted responsibility of medical treatment to Medicare in
9 contravention of 42 U.S.C. Sec. 1395y(b). The Parties resolved this matter in
10 compliance with both state and federal law. The Parties made every effort to
11 adequately protect Medicare's interest and incorporate such into the settlement terms.
12 Plaintiff warrants that he is not a Medicare beneficiary as of the date of this Agreement.
13 As such, no conditional payments have been made by Medicare.

14 **69. Circular 230 Disclaimer**

15 Each Party to this Agreement (for purposes of this Paragraph, the
16 **"acknowledging party"** and each Party to this Agreement other than the
17 acknowledging party, an **"other party"**) acknowledges and agrees that (1) no
18 provision of this Agreement, and no written communication or disclosure between or
19 among the Parties or their attorneys and other advisers, is or was intended to be, nor
20 shall any such communication or disclosure constitute or be construed or be relied
21 upon as, tax advice within the meaning of United States Treasury Department Circular
22 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied
23 exclusively upon his, her, or its own, independent legal and tax counsel for advice
24 (including tax advice) in connection with this Agreement, (b) has not entered into this
25 Agreement based upon the recommendation of any other party or any attorney or
26 advisor to any other party, and (c) is not entitled to rely upon any communication or
27 disclosure by any attorney or adviser to any other party to avoid any tax penalty that
28 may be imposed on the acknowledging party; and (3) no attorney or adviser to any

1 other party has imposed any limitation that protects the confidentiality of any such
2 attorney's or adviser's tax strategies (regardless of whether such limitation is legally
3 binding) upon disclosure by the acknowledging party of the tax treatment or tax
4 structure of any transaction, including any transaction contemplated by this
5 Agreement.

6 **70. Preliminary Approval of Settlement**

7 Promptly upon execution of this Agreement, Plaintiff will move the Court to
8 grant preliminary approval of this Settlement, certifying the Settlement Class and
9 FCRA Class for settlement purposes only and setting a date for the Final Approval
10 Hearing. All Parties agree to work diligently and cooperatively to have this Settlement
11 presented to the Court for preliminary approval. The proposed preliminary approval
12 order shall provide for the Notice of Class Action Settlement to be sent to Class
13 Members as specified herein.

14 **71. Preliminary Approval Order**

15 Plaintiff will request that the Court enter, after the preliminary approval hearing,
16 a Preliminary Approval Order, jointly agreed to by the Parties, which will provide for,
17 in substantial part, the following:

- 18 a. Conditionally certifying the Class and FCRA Class;
- 19 b. Granting preliminary approval of the Settlement;
- 20 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 21 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 22 and
- 23 e. Approving, as to form and content, the mutually-agreed upon and
24 proposed Class Notice and directing their mailing to the Class by
25 First-Class U.S. Mail; and
- 26 f. Scheduling a Final Approval Hearing at which the Court will
27 determine whether final approval of the Settlement should be
28 granted.

1 **72. Class List and FCRA Class List and PAGA Employee List**

2 Within forty-five (45) calendar days following the Court granting preliminary
3 approval of this Agreement, Defendant shall provide the Settlement Administrator
4 with the Class List, FCRA Class List, and PAGA Employee List for, (a) with respect
5 to the Class List and FCRA Class List, the purposes of mailing the Notice of Class
6 Action Settlement to the Class Members and ultimately for the purpose of
7 administering Individual Settlement Payments and Individual FCRA Settlement
8 Payments, and (b) with respect to the PAGA Employee List, for purposes of
9 administering Individual PAGA Settlement Payments. No later than three (3) business
10 days after receipt of the Class List and FCRA Class List and PAGA Employee List,
11 the Settlement Administrator shall notify counsel for the Parties that the lists have been
12 received and state the number of Settlement Class Members and FCRA Class
13 Members and PAGA Employee's included in the Class List and FCRA Class List and
14 PAGA Employee List, respectively.

15 **73. Notice by First-Class U.S. Mail**

16 Upon receipt of the Class List and FCRA Class List, the Settlement
17 Administrator will perform a search based on the National Change of Address
18 Database to update and correct any known or identifiable address changes. Within
19 fourteen (14) calendar days of receipt of the Class List and FCRA Class List, the
20 Settlement Administrator shall mail copies of the Notice of Class Action Settlement
21 to all Class Members via regular First-Class U.S. Mail. The Class Notice attached as
22 Exhibit A shall be mailed to Settlement Class Members, the Class Notice attached as
23 Exhibit B shall be mailed to FCRA Class Members, and the Class Notice attached as
24 Exhibit C shall be mailed to Class Members who are both Settlement Class Members
25 and FCRA Class Members. The Settlement Administrator shall exercise its best
26 judgment to determine the current mailing address for each Class Member, including
27 performing a skip-trace to identify any updated addresses. The address identified by
28 the Settlement Administrator as the current mailing address shall be presumed to be

the best mailing address for each Class Member.

74. Undeliverable Notices

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall conduct a skip trace to locate a correct address. There will be one search by the Settlement Administrator, via U.S. Postal Service Records. One supplemental Notice of Class Action Settlement notice will be mailed to each member of the Settlement Class whose notice is returned to the Settlement Administrator within five (5) calendar days of the initial mailing of the notices by the Settlement Administrator, or other such notice as ordered by the Court. Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended by the longer of fourteen (14) calendar days from the date of re-mailing or the remaining original Response Deadline period.

75. Disputes Regarding Compensable Workweeks

Settlement Class Members will have the opportunity, should they disagree with the number of Compensable Workweeks stated on their Class Notice by submitting a Compensable Workweeks Dispute, postmarked on or before the Response Deadline. If there is a Compensable Workweeks Dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Members and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

76. Disputes Regarding Administration of Settlement

Any disputes not resolved by the Settlement Administrator concerning the

administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

77. Requests for Exclusion

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Class Settlement and/or FCRA Class Settlement must submit a Request for Exclusion, postmarked on or before the Response Deadline. The Request for Exclusion will be deemed invalid if it does not contain the Class Member's full name, address, signature, and a statement requesting exclusion. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If the Settlement Administrator is unsure of the validity of a Request for Exclusion, it must provide a copy of the Request for Exclusion to the Parties to review and make a determination as to its validity. Any Class Member who requests to be excluded from the Class Settlement will not be entitled to an Individual Settlement Payment and will not be bound to the Class Settlement, or have any right to object, appeal, or comment thereon. Any FCRA Class Member who requests to be excluded from the FCRA Class Settlement will not be entitled to an Individual FCRA Settlement Payment and will not be bound to the FCRA Class Settlement, or have any right to object, appeal, or comment thereon. Participating Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in the Actions if the Settlement is approved by the Court. Any individual who is also considered a PAGA Employee will still be issued their Individual PAGA Settlement Payment and be bound to the PAGA Settlement, regardless of whether they submit a Request for Exclusion. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a

complete list of all members of the Class who have validly and timely submitted a Request for Exclusion.

78. Notices of Objection

The Notice of Class Action Settlement shall state that Class Members who wish to object to the Class Settlement and Settlement FCRA Class Members who wish to object to the FCRA Class Settlement may do so either in writing by submitting a Notice of Objection to the Settlement Administrator, postmarked on or before the Response Deadline, or may also present their objection orally at the Final Approval Hearing, regardless of whether they submitted a written Notice of Objection. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection (if any) was timely received. The Settlement Administrator must provide a copy of written Notices of Objection to the Parties within three (3) business days of receipt. Class Counsel will ensure that any Notices of Objection received by the Settlement Administrator by the Response Deadline are filed with the Court along with the Motion for Final Approval. Either of the Parties may file a responsive document to any objection at least ten (10) court days before the Final Approval Hearing. Any attorney who will represent an individual objecting to the Class Settlement and/or FCRA Class Settlement who has not submitted a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant no later than the Response Deadline. Class Counsel shall not represent any Class Members with respect to any such objections.

Any Settlement Class Member who fails to submit a timely written Notice of Objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Class Settlement and/or FCRA Class Settlement whether by appeal or otherwise.

An individual who submits a valid and timely Request for Exclusion may not object to the Class Settlement and/or FCRA Class Settlement.

1 **79. No Solicitation of Objections or Exclusions**

2 The Parties agree to use their best efforts to carry out the terms of this
3 Settlement. At no time shall any of the Parties or their counsel seek to solicit or
4 otherwise encourage Class Members to submit either written Notices of Objection or
5 Requests for Exclusion, or to appeal from the Court's Final Judgment.

6 **80. Funding and Allocation of Gross Settlement Amount**

7 Defendant agrees to pay Seven Hundred Ninety-Five Thousand Dollars
8 (\$795,000.00) (the "**Gross Settlement Amount**") to resolve the claims of the
9 Participating Class Members and PAGA Employees. With the exception of
10 Defendant's share of employment taxes, which shall be paid separately by Defendant,
11 the Gross Settlement Amount will include all payments to be made to Participating
12 Class Members, the LWDA, the PAGA Employees, Class Counsel Fees and Class
13 Counsel Costs approved by the Court, Settlement Administrator Costs, and the Class
14 Representative Enhancement Award. In no event shall Defendant be liable for the
15 payment of any amounts exceeding the Gross Settlement Amount with the exception
16 of the employer's share of payroll taxes due and payable as a result of this Settlement,
17 which shall be paid separately from the Gross Settlement Amount.

18 Within fifteen (15) calendar days of the Effective Date, Defendant shall make
19 an initial payment of Two Hundred Thousand Dollars (\$200,000.00) (the "**First**
20 **Payment**") plus Defendant's share of payroll taxes on such amount into an interest-
21 bearing Qualified Settlement Fund ("**QSF**") established by the Settlement
22 Administrator for administration of the Settlement. Within **three months** of the First
23 Payment, Defendant shall make a second payment of Two Hundred Thousand Dollars
24 (\$200,000.00) (the "**Second Payment**") plus Defendant's share of payroll taxes on
25 such amount into the QSF. Within six months of the First Payment, Defendant shall
26 make a third payment of Two Hundred Thousand Dollars (\$200,000.00) (the "**Third**
27 **Payment**") plus Defendant's share of payroll taxes on such amount into the QSF.
28 Within nine months of the First Payment, Defendant shall make a final payment of

One Hundred Ninety-Five Thousand Dollars (\$195,000.00) (the “**Final Payment**”) plus Defendant’s share of payroll taxes on such amount into the QSF.

81. Net Settlement Amount

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Court-approved Class Counsel Award, Class Representative Enhancement Award, FCRA Settlement Amount, PAGA Settlement Amount, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is approximately \$249,350.00. The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Settlement Amount:	\$ 795,000.00
Class Representative Enhancement Award:	\$ 10,000.00
Class Counsel Fees:	\$ 278,250.00
Class Counsel Costs:	\$ 30,000.00
FCRA Settlement Amount	\$ 100,000.00
PAGA Settlement Amount	\$ 100,000.00
Settlement Administrator Costs:	\$ 27,400.00
Anticipated Net Settlement Amount	\$ 249,350.00

This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount, which includes, the Class Counsel Award, Class Representative Enhancement Award, Individual Settlement Payments, FCRA Settlement Amount, PAGA Settlement Amount, and Settlement Administrator Costs. No portion of the Gross Settlement Amount will revert to Defendant.

Defendant’s share of payroll taxes due on the portion of the Individual Settlement Payments allocated to wages, including but not limited to Defendant’s FICA and FUTA contributions, shall be paid separately from, and in addition to, the Gross Settlement Amount.

1 **82. Individual Participating Settlement Class Member Settlement**
2 **Payment Calculations**

3 Individual Settlement Payments will be calculated and apportioned from the Net
4 Settlement Amount based on the Participating Class Members' number of
5 Compensable Workweeks, as follows:

6 a. After preliminary approval of the Settlement, the Settlement
7 Administrator will divide the Net Settlement Amount by the Compensable
8 Workweeks of all Participating Settlement Class Members to yield the "**Estimated**
9 **Compensable Workweek Value,**" and multiply each Participating Settlement Class
10 Member's individual Compensable Workweeks by the Estimated Compensable
11 Workweek Value to yield hers, his, or their estimated Individual Settlement Payment
12 that she, he, or they may be eligible to receive under the Class Settlement.

13 b. After Final Approval Order of the Settlement, the Settlement
14 Administrator will divide the final Net Settlement Amount by the Compensable
15 Workweeks of all Participating Settlement Class Members to yield the "**Final**
16 **Compensable Workweek Value,**" and multiply each Participating Settlement Class
17 Member's individual Compensable Workweeks by the Final Compensable Workweek
18 Value to yield hers, his, or their estimated Individual Settlement Payment.

19 **83. Treatment of Individual Settlement Payments**

20 The Settlement Administrator will mail Participating Settlement Class Members
21 their pro-rata installments within seven days of receiving Defendant's Second
22 Payment and Third Payments, respectively, i.e., 50% of the Participating Settlement
23 Class Members Payments will be made after Defendant's Second Payment and 50%
24 after Defendant's Third Payment. Individual Settlement Payments shall be mailed by
25 regular First-Class U.S. Mail to each Settlement Class Member's last known mailing
26 address within seven (7) calendar days after the Settlement Administrator receives the
27 Second Payment as set forth in Paragraph 79. All Individual Settlement Payments will
28 be allocated as follows: Thirty-Three and One-Third percent (33.33%) as wages and
Sixty-Six and Two-Thirds percent (66.67%) as interest, penalties, and non-wage

1 damages. The portion allocated to wages will be reported on an IRS Form W-2 and
2 the portions allocated to penalties, interest, and non-wage damages will be reported on
3 an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator
4 will withhold the employee's share of taxes and withholdings with respect to the wages
5 portion of the Individual Settlement Payments, and issue checks to Participating
6 Settlement Class Members net of these taxes and withholdings.

7 **84. Individual FCRA Settlement Payments**

8 Individual FCRA Settlement Payments will be issued to Participating FCRA
9 Class Members on an equal *pro rata* basis of the FCRA Settlement Amount.
10 Individual FCRA Settlement Payments shall be mailed by regular First-Class U.S.
11 Mail to each Participating FCRA Class Member's last known mailing address within
12 seven (7) calendar days after the Settlement Administrator receives the Second
13 Payment as set forth in Paragraph 79. All Individual FCRA Settlement Payments will
14 be allocated as One Hundred Percent (100%) civil penalties for which an IRS Form
15 1099 will be issued by the Settlement Administrator.

16 **85. Individual PAGA Settlement Payments**

17 PAGA Employees will be paid on a *pro rata* basis from the PAGA Settlement
18 Amount based on their number of Compensable Pay Periods as follows: The
19 Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the
20 PAGA Settlement Amount, by the total number of Compensable Pay Periods worked
21 by all PAGA Employees to yield the "**PAGA Compensable Pay Period Value,**" and
22 multiply each PAGA Employee's individual Compensable Pay Periods by the PAGA
23 Compensable Pay Period Value to yield hers, his, or their Individual PAGA Settlement
24 Payment. Individual PAGA Settlement Payments shall be mailed by regular First-
25 Class U.S. Mail to each PAGA Employee's last known mailing address within seven
26 (7) days after the Settlement Administrator receives the First Payment as set forth in
27 Paragraph 79. All Individual PAGA Settlement Payments will be allocated as One
28 Hundred Percent (100%) civil penalties for which an IRS Form 1099 will be issued (if

applicable).

86. Settlement Checks

The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Class Settlement Payments by way of check to the Participating Settlement Class Members, Individual FCRA Settlement Payments by way of check to the Participating FCRA Class Members, and Individual PAGA Settlement Payments by way of check to the PAGA Employees in accordance with the Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Class Settlement Payment, Individual FCRA Settlement Payment, and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. The Settlement Administrator shall include a legend on the settlement check stating “By cashing this check, I am opting into the settlement in *Jacob Greenwell v. Envigo RMS, LLC* Alameda County Superior Court, Case No. RG21108069, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Class Claims described in the Settlement Agreement.”¹ Each Individual Class Settlement Payment, Individual FCRA Settlement Payment, and Individual PAGA Settlement Payment will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. All funds associated with such canceled checks will be distributed to the *cy pres* beneficiary, Court Appointed Special Advocates (“CASA”) of Alameda County. The Parties agree to coordinate their efforts to seek Court approval for such an escheatment process of uncashed funds.

87. Class Representative Enhancement Award

Plaintiff will request that the Court approve a Class Representative Enhancement Award in an amount up to Ten Thousand Dollars (\$10,000.00). The

¹ If required by the Court in order to release claims under the Fair Labor Standards Act (“FLSA”), the Parties will stipulate to amend the complaint to add an FLSA claim. Defendant will be permitted to file an Answer within 30 days of the order granting this stipulation.

1 Class Representative Enhancement Award shall be paid to Plaintiff by the Settlement
2 Administrator from the Gross Settlement Amount within seven (7) calendar days after
3 the Settlement Administrator receives the First Payment as set forth in Paragraph 79.
4 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his
5 respective Class Representative Enhancement Award. Plaintiff shall be solely and
6 legally responsible to pay any and all applicable taxes on his Class Representative
7 Enhancement Award and shall hold harmless Defendant, the Settlement
8 Administrator, and Class Counsel from any claim or liability for taxes, penalties, or
9 interest arising as a result of the Class Representative Enhancement Award. The Class
10 Representative Enhancement Award shall be in addition to the Plaintiff's Individual
11 Settlement Payment, Individual FCRA Settlement Payment, and/or Individual PAGA
12 Settlement Payment. Any amount requested by Plaintiff for the Class Representative
13 Enhancement Award and not granted by the Court shall return to the Net Settlement
14 Amount and shall be distributed to Participating Class Members as provided in this
15 Agreement.

16 **88. Class Counsel Award**

17 Class Counsel will request that the Court approves attorneys' fees in the amount
18 of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$278,250.00)
19 and reimbursement of litigation costs and expenses associated with Class Counsel's
20 prosecution of the Actions in an amount not to exceed Thirty Thousand Dollars
21 (\$30,000.00), both of which will be paid from the Gross Settlement Amount. In the
22 event that the Court reduces or does not approve the requested Class Counsel Award,
23 Class Counsel shall not have the right to revoke the Settlement and it will remain
24 binding. The Court-approved Class Counsel Costs shall be paid to Class Counsel by
25 the Settlement Administrator within seven (7) calendar days after the Settlement
26 Administrator receives the Final Payment as set forth in Paragraph 79. The Court-
27 approved Class Counsel Award shall be paid to Class Counsel by the Settlement
28 Administrator within seven (7) calendar days after the Settlement Administrator

1 receives the Final Payment as set forth in Paragraph 79. Class Counsel shall be solely
2 and legally responsible for paying all applicable taxes on the payment made pursuant
3 to this Paragraph. The Settlement Administrator shall issue an IRS Form 1099 to Class
4 Counsel for the Class Counsel Award. With respect to the Class Counsel Award, the
5 Settlement Administrator may purchase an annuity to utilize the United States
6 Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel,
7 and any additional expenses for doing so shall be paid separately by Class Counsel
8 and shall not be included within the Settlement Administrator Costs. This Settlement
9 is not contingent upon the Court awarding Class Counsel any particular amount in
10 attorneys' fees and costs. Any amount requested by Class Counsel for the Class
11 Counsel Award and not granted by the Court shall return to the Net Settlement Amount
12 and be distributed to Participating Class Members and PAGA Employees as provided
13 in this Agreement. Plaintiff and Defendant shall bear their own attorney's fees and
14 costs, except as provided herein.

15 **89. Settlement Administrator Costs**

16 The Parties agree to allocate up to \$27,400 of the Gross Settlement Amount for
17 Settlement Administrator Costs. The Settlement Administrator shall have the
18 authority and obligation to make payments, credits, and disbursements to Participating
19 Class Members and PAGA Employees in the manner set forth herein, calculated in
20 accordance with the methodology set out in this Agreement and orders of the Court.
21 The Parties agree to cooperate in the Settlement administration process and to make
22 all reasonable efforts to control and minimize the cost and expenses incurred in
23 administration of the Settlement. The Settlement Administrator shall pay the Court-
24 approved Settlement Administrator Costs to itself within seven (7) calendar days after
25 the Settlement Administrator receives the Final Payment as set forth in Paragraph 79.
26 Any amount requested for the Settlement Administrator Costs and not granted by the
27 Court shall return to the Net Settlement Amount and be distributed to Participating
28 Settlement Class Members as provided in this Agreement.

1 **90. Responsibilities of the Settlement Administrator**

2 The Settlement Administrator shall be responsible for the following: processing
3 and mailing payments to Plaintiff, Class Counsel, Participating Class Members, and
4 PAGA Employees; printing, and mailing Class Notices and tax forms to the
5 Participating Class Members and PAGA Employees as directed by the Court;
6 receiving and reporting the Requests for Exclusion, Notices of Objection, and
7 Compensable Workweeks Disputes; providing declaration(s) as necessary in support
8 of preliminary and/or final approval of this Settlement; and other tasks as the Parties
9 mutually agree or the Court orders the Settlement Administrator to perform. The
10 Settlement Administrator shall keep the Parties timely apprised of the performance of
11 all Settlement Administrator responsibilities. Plaintiff, Class Counsel, Defendant, and
12 Defendant's counsel shall not bear any responsibility for errors or omissions in the
13 calculation or distribution of the settlement payments or development of the list of
14 recipients of settlement payments.

15 **91. PAGA Settlement Amount**

16 Subject to approval by the Court, the Parties agree that the amount of One
17 Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the Gross Settlement
18 Amount will be allocated as penalties under the California Labor Code Private
19 Attorneys General Act of 2004 (i.e., PAGA Settlement Amount), of which seventy-
20 five percent (75%), or \$75,000.00, will be paid to the LWDA (i.e., the LWDA
21 Payment) and the remaining twenty-five percent (25%), or \$25,000.00, will be
22 distributed to PAGA Employees (i.e., PAGA Employee Amount) on a *pro rata* basis,
23 based on their Compensable Pay Periods during the PAGA Period (i.e., Individual
24 PAGA Settlement Payment).

25 **92. Final Approval Hearing and Entry of Final Judgment**

26 Upon expiration of the Response Deadline, with the Court's permission, the
27 Final Approval Hearing shall be conducted to determine final approval of the
28 Settlement along with the amounts properly payable for the: (i) Class Counsel Award;

(ii) Class Representative Enhancement Award; (iii) Settlement Administrator Costs; (iv) Individual Settlement Payments; (v) FCRA Settlement Amount; and (vi) PAGA Settlement Amount.

93. Final Approval Order

Plaintiff will request that the Court enter, after the Final Approval Hearing, a Final Approval Order, jointly agreed to by the Parties, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class and Settlement FCRA Class;
- c. Approval of the application for the Class Counsel Award to Class Counsel;
- d. Approval of the application for the Class Representative Enhancement Award to Plaintiff;
- e. Directing Defendant to fund amounts due under the Settlement Agreement in accordance with Paragraph 79 and ordered by the Court; and
- f. Entering judgment in the Action (following consolidation of the PAGA Action), while maintaining continuing jurisdiction.

94. Escalator Clause

Defendant estimates that there are 18,465 Compensable Workweeks worked by Settlement Class Members within the Class Period. Defendant will provide a verification of the number of Settlement Class Members and Compensable Workweeks covered by this Settlement based on the best data reasonably available to Defendant prior to the filing of the Motion for Preliminary Approval. The Gross Settlement Amount will increase proportionally for Compensable Workweek amounts over 19,388 (105% of the estimated number). If the verified number of Compensable Workweeks exceeds 19,388, Defendant, at its option, shall have the option to (1) shorten the Class Period to reduce the number of Compensable Workweeks below

1 19,388 and avoid application of this Escalator Clause; or (2) pay the increase on a *pro*
2 *rata* basis. This shall be determined by Defendant prior to the Class Notice being
3 delivered to the Class Members.

4 **95. Nullification of Settlement Agreement**

5 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the
6 Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final
7 Judgment as provided herein; or (iv) the Settlement does not become final for any
8 other reason, this Settlement Agreement shall be null and void and any order or
9 judgement entered by the Court in furtherance of this Settlement shall be treated as
10 void from the beginning. If the total number of valid and timely Requests for Exclusion
11 exceed five percent (5%) of the number of Class Members, Defendant has the option
12 to nullify this Settlement prior to the Final Approval Hearing via a written notice to
13 Class Counsel within twenty (20) calendar days of the Settlement Administrator
14 providing Defendant's counsel a report specifying the number of valid and timely
15 Requests for Exclusion. If one or more of such events occur causing the Settlement
16 Agreement to become null and void, the Parties shall proceed in all respects as if this
17 Agreement had not been executed, except that any fees already incurred by the
18 Settlement Administrator shall be paid by the Party terminating the Settlement or
19 Defendant will be solely responsible for the costs incurred for the Settlement
20 administration should it exercise its' option to nullify this Agreement. The return of
21 any paid Settlement funds by the Settlement Administrator to Defendant shall occur
22 no later than five (5) business days after one or more of the triggering events leading
23 to nullification occurs. In the event an appeal is filed from the Court's Final Judgment,
24 or any other appellate review is sought, administration of the Settlement shall be stayed
25 pending final resolution of the appeal or other appellate review, but any fees incurred
26 by the Settlement Administrator prior to it being notified of the filing of an appeal
27 from the Court's Final Judgment, or any other appellate review, shall be paid to the
28 Settlement Administrator by Defendant within thirty (30) calendar days of said

notification.

96. No Effect on Employee Benefits

Amounts paid to Plaintiff, Participating Class Members, and PAGA Employees pursuant to this Agreement shall not be deemed pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff, Participating Class Members, and PAGA Employees.

97. No Admission by Defendant

Defendant denies any and all claims alleged in the Actions and denies all wrongdoing whatsoever. This Agreement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

98. Exhibits and Headings

The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

99. Interim Stay of Proceedings

The Parties agree to stay all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

100. Amendment or Modification

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

101. Entire Agreement

This Agreement and any attached exhibits constitute the entire Agreement among the Parties, and no oral or written representations, warranties, or inducements

1 have been made to any Party concerning this Agreement or its exhibits other than the
2 representations, warranties, and covenants contained and memorialized in the
3 Agreement and its exhibits. The Parties are entering into this Agreement based solely
4 on the representations and warranties herein and not based on any promises,
5 representation, and/or warranties not found herein.

6 **102. Authorization to Enter into Settlement Agreement**

7 Counsel for all Parties warrant and represent they are expressly authorized by
8 the Parties whom they represent to negotiate this Agreement and to take all appropriate
9 actions required or permitted to be taken by such Parties pursuant to this Agreement
10 to effectuate its terms, and to execute any other documents required to effectuate the
11 terms of this Agreement. The Parties and their counsel will cooperate with each other
12 and use their best efforts to affect the implementation of the Settlement. In the event
13 the Parties are unable to reach agreement on the form or content of any document
14 needed to implement the Settlement, or on any supplemental provisions that may
15 become necessary to effectuate the terms of this Settlement, the Parties may seek the
16 assistance of the Court or mediator to resolve such disagreement. The persons signing
17 this Agreement on behalf of Defendant represent and warrant that they are authorized
18 to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that
19 he is authorized to sign this Agreement and that he does have not assigned any claim,
20 or part of a claim, covered by this Settlement to a third-party.

21 **103. Binding on Successors and Assigns**

22 This Agreement shall be binding upon, and inure to the benefit of, the successors
23 or assigns of the Parties hereto, as previously defined.

24 **104. California Law Governs**

25 All terms of this Agreement and the exhibits hereto shall be governed by and
26 interpreted according to the laws of the State of California.

27 **105. Counterparts**

28 This Agreement may be executed in one or more counterparts. All executed

counterparts and each of them shall be deemed to be one and the same instrument.

106. Jurisdiction of the Court

The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

107. Invalidity of Any Provision

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

108. Publicity

Plaintiff and Class Counsel agree that, until the motion for preliminary approval is filed, they will not disclose or publicize this Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as shall be statutorily or contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this Paragraph means, without limitation, that Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be statutorily or contractually required to effectuate the terms of the Settlement. Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

109. No Unalleged Claims

Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement, do not currently represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.

110. Notice of Settlement to LWDA.

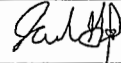
Plaintiff will submit this Agreement to the LWDA as required by Labor Code Section 2699(1)(2) at the same time that it is submitted to the Court for preliminary approval.

WHEREFORE, the Parties have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:


Plaintiff Jacob Greenwell

Dated: May 20, 2025

By:  Electronically Signed 2025-05-20 16:32:48 UTC -08:00 4143213
Hides All Other Signatures 907FA010B6A05A0516262031e051

Defendant Envigo RMS, LLC

Dated: May 21, 2025

By:  DocuSigned by: 84BAB5988150414

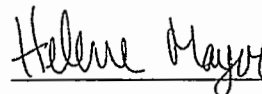
Name: Andrea Castetter

Title: Andrea Castetter SVP - General Counsel, Corpor.

APPROVED AS TO FORM:

Dated: May 20, 2025

LAWYERS for JUSTICE, PC

By: 

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Joanna Ghosh
Helene Mayer
Attorneys for Plaintiff,
JACOB GREENWELL

Dated: May 22, 2025

LITTLER MENDELSON P.C.

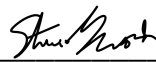
By: 
Steven A. Groode
James Payer
Attorneys for Defendant
ENVIGO RMS, LLC

EXHIBIT A

NOTICE OF PENDING CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Greenwell v. Envigo RMS, LLC
Alameda County Superior Court, Case No. RG21108069

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

**NOTICE OF PENDING CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER**

A settlement has been reached between the parties in a class action lawsuit filed in the Alameda Superior Court. The Class consists of: (1) All current and former non-exempt employees of Envigo RMS, LLC (including any entities that merged with Envigo) within the State of California at any time during the period beginning June 25, 2017 through August 31, 2023 ("Class Period") ("Settlement Class Members"); and (2) all of Envigo's (including any entities that merged with Envigo) current and former employees and prospective applicants for employment in the United States who applied for a job with Envigo on whom a background check was performed during the period from June 25, 2016 through August 31, 2023 ("FCRA Class Period") ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members").

You have received this notice because Envigo RMS, LLC's ("Envigo") records indicate that you worked as an employee in an hourly-paid or non-exempt position in California during the Class Period. This notice is to advise you of how you can participate, object, or request to be excluded from the Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the Alameda Superior Court, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Settlement Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On June 25, 2021, Plaintiff Jacob Greenwell, on behalf of himself, all others similarly situated, and other alleged aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a First Amended Complaint (the “Operative Complaint”) and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled “Jacob Greenwell v. Envigo RMS, LLC” Case No. RG21108069 (Alameda Superior Court) (the “Action”).

This Action alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) Violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). Envigo denies the allegations in the Action, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and Envigo entered into a Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Settlement Agreement”) that resolves the claims on behalf of the persons in the Class.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Atticus Administration, LLC as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Jacob Greenwell as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”).

Considering the risks, uncertainties, inconvenience, and expense associated with this Action, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Action on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of Envigo. The Court has not ruled on the merits of Plaintiff’s claims or Envigo’s defenses.

Envigo will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a Settlement 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 credited to you, if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at [<<SETTLEMENT ADMINISTRATOR'S WEBSITE>>](http://www.settlementadministrator.com) and are also on file with the Office of the Clerk of the Alameda Superior Court, Administration Building, 1221 Oak St, Oakland, California 94612. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Envigo's records identify you as a member of the Settlement Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Jacob Greenwell, who used to work as an employee at Envigo in California. The Class Representative is pursuing the Action on behalf of all other similarly situated current and former hourly -paid or non-exempt employees who worked at Envigo in California during the Class Period. The Defendant is Envigo RMS, LLC.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff and the Class

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendant

Steven A. Groode (SBN 210500)
James Payer (SBN 292158)
LITTLER MENDELSON P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067
Tel: (310) 553-0308 / Fax: (310) 553-5583

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$278,250.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$30,000.00, subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Envigo has agreed to pay **\$795,000.00** (the "Gross Settlement Amount") to resolve the Action, which amount will be fully funded by Envigo and includes: (i) Net Settlement Amount (or payments to the Settlement Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$27,400.00**, to be approved by the Court; (iii) payment of attorneys' fees not to exceed **\$278,250.00** and reasonable litigation costs

and expenses not to exceed **\$30,000.00** (together “Class Counsel Award”), each to be approved by the Court; (iv) **\$100,00.00** allocated to PAGA penalties (“PAGA Settlement Amount”), of which 75% or \$75,000.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$25,000.00 will be distributed to PAGA Employees, to be approved by the Court; (v) enhancement award to the Class Representative in an amount not to exceed **\$10,000.00** (“Class Representative Enhancement Award”), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$100,000.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net Settlement Amount (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Enhancement Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net Settlement Amount is estimated to be approximately **\$249,350.00**.

Envigo will pay money into an account administered by the Settlement Administrator on a quarterly basis beginning after the settlement becomes final. Envigo will have a total of one year from **<<DATE>>>**, to meet its payment obligations. The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator’s website at **<<SETTLEMENT ADMINISTRATOR’S WEBSITE>>** and has also been filed with the Clerk of the Court.

Individual Settlement Payment to Participating Settlement Class Members:

Each member of the Settlement Class who does not opt out of the Class Settlement as described in Section XI below (“Participating Settlement Class Member”) will receive an Individual Settlement Payment from the Net Settlement Amount. **Your Individual Settlement Payment will depend upon the number of workweeks you worked at Envigo during the Class Period. The average Individual Settlement Payment is anticipated to be \$ _____. This is just an estimate of the average payment to Settlement Class Members.** Your payment could be higher or lower depending on various factors including the number of Settlement Class Members who choose to opt out and the number of workweeks you worked at Envigo.

The calculation of Individual Settlement Payments is based on data provided by Envigo. Envigo’s records will be determinative with respect to the number of workweeks Settlement Class Members worked.

Each member of the Settlement Class will receive their Individual Settlement Payments in two equal installments, the first of which will be issued within a week of Envigo making its second quarterly settlement payment and the second of which will be issued within a week of Envigo making its third quarterly settlement payment.

Individual PAGA Settlement Payment to PAGA Employees:

Twenty-five percent (25%) of the PAGA Settlement Amount, i.e. \$25,000.00 (the “PAGA Employee Amount”) will be distributed to all persons who were employed by Envigo (including any entities that merged with Envigo) in California as hourly paid or non-exempt employees at any time during the period October 7, 2019 through August 31, 2023 (“PAGA Period”) on a pro rata basis based on the total number

of pay periods worked by each current and former hourly-paid or non-exempt employee of Envigo in California during the PAGA Period (“PAGA Employee”).

The Individual PAGA Settlement Payment shall be issued within one week of Envigo making its first quarterly settlement payment.

Your Workweeks Based on Envigo’s Records:

According to Envigo’s records:

From June 25, 2017 through August 31, 2023 (i.e., Class Period), you were employed by Envigo as an hourly-paid or non-exempt employee in California for [REDACTED] Compensable Work Weeks.

From October 7, 2019 through August 31, 2023 (i.e., PAGA Period), you were employed by Envigo as an hourly-paid or non-exempt employee in California for [REDACTED] Compensable Pay Periods.

If you wish to dispute the workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Workweeks credited to you, and what you contend is the correct number to be credited to you; (4) attach any documentation that you have to support the dispute; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [insert Response Deadline].

Your Estimated Individual Settlement Payment and Individual PAGA Settlement Payment is as follows:

Payments will be made to Settlement Class Members and PAGA Employees pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Compensable Workweeks worked by each Settlement Class Member during the Class Period and based on the number of Compensable Pay Periods worked by each PAGA Employee during the PAGA Period.

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

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

Your Individual Settlement Payment and Individual PAGA Settlement Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual Settlement Payment and Individual PAGA Settlement Payment (if applicable) may be higher or lower.

Once the settlement checks are mailed, Settlement Class Members and PAGA Employees will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

Upon the Court's final approval of the Settlement and upon Envigo making full payment of the settlement funds (as described in the Settlement Agreement), all Participating Settlement Class Members, Participating FCRA Class Members, and PAGA Employees shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released Class Claims, Released FCRA Class Claims, and Released PAGA Claims. In other words, you will be releasing those claims if you do not request to be excluded (i.e. opt out) from the Settlement.

"Released Class Claims" means all claims and theories that were alleged in the Complaints filed in the Action, or that reasonably could have been alleged, and which arose during the Class Period of June 25, 2017 through August 31, 2023. These claims include (but may not be limited to) the following:

- Failure to pay all wages due, including minimum wages, straight time, overtime, and double wages (California Labor Code §§ 510, 1194, 1197, 1197.1, 1198);
- Failure to provide proper meal periods, and to properly provide premium pay in lieu of providing proper meal periods (California Labor Code §§ 226.7, 512, and the applicable Wage Order);
- Failure to provide proper rest periods, and to properly provide premium pay in lieu of providing proper rest periods (California Labor Code § 226.7 and the applicable Wage Order);
- Failure to pay all wages timely at the time of termination of employment and/or during employment (California Labor Code §§ 201-204);
- Failure to provide timely, complete, accurate or properly formatted wage statements and employment records (California Labor Code §§ 226, 1174, 1174.5 et seq.);
- Failure to keep requisite payroll records (California Labor Code Labor Code §§ 1174, 1174.5);
- Failure to reimburse employees for necessary business expenses they incurred (California Labor Code §§ 2800, 2802);
- Unfair Business Practices (California Business & Professions Code §§ 17200 et seq.) that are based on the same facts, claims, or legal theories described above;
- All damages, penalties, interest, and other amounts recoverable under the same facts, claims, or legal theories described above;
- Any claims seeking injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages that are based on the same facts, claims, or legal theories described above
- or similar facts concerning the Plaintiff or the Settlement Class; and
- All other claims under California common law, the California Labor Code (excluding PAGA which is encompassed by the Released PAGA Claims below), the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code based on the same or similar facts concerning the Plaintiff or the Settlement Class.

Released PAGA Claims” means all claims and theories that were alleged in the Complaints in the Actions or in the PAGA letters sent to the LWDA by Plaintiff, or reasonably could have been alleged, which arose during the PAGA Period of October 7, 2019 through August 31, 2023. This includes (but may not be limited to) civil penalties under PAGA for Defendant’s alleged failure to:

- Pay all wages due, including minimum wages, straight time, overtime or double time
- Provide proper meal periods, and to properly provide premium pay in lieu of providing proper meal periods;
- Provide proper rest periods, and to properly provide premium pay in lieu of providing proper rest periods;
- Pay all wages timely at the time of termination of employment and/or during employment;
- Provide timely, complete, accurate, or properly formatted wage statements and employment records;
- Keep requisite payroll records; and
- Reimburse employees for necessary business expenses they incurred

PAGA Employees may not opt out of or object to such a release of PAGA Claims.

“Released Parties” means Defendant, and any of its past, present and future direct or indirect (a) parents (including, without limitation, Inotiv, Inc.) , (b) subsidiaries, (c) predecessors (including, without limitation Envigo RMS, Inc.), (d) successors, and (e) affiliates, as well as each of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Victoria Kolakowski on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Department 16 of the Alameda Superior Court, Administration Building, 1221 Oak Street, Oakland, California 94612. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator’s website at <<SETTLEMENT ADMINISTRATOR’S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Settlement Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net Settlement Amount and from the PAGA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind

all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Class Settlement.

If you do not wish to participate in or be bound by the Class Settlement, you must submit a written statement requesting to be excluded from the Settlement Class postmarked no later than [Response Deadline] (“Request for Exclusion”). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

If you request exclusion, you will not receive any money from the Net Settlement Amount related to the Class Settlement, nor will you be considered to have released your non-PAGA claims alleged in this Action.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

If you exclude yourself from the Class Settlement, you will still receive your share of the PAGA Settlement Amount and will still release your Released PAGA Claims.

C. Option Three: You May Object to the Settlement.

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement Class, you may object to the Class Settlement before final approval of the Settlement by the Court. To object, you may either submit a written objection postmarked no later than [Response Deadline], or appear at the Final Approval Hearing to present your objection orally to the Court, regardless of whether you have submitted a written objection. If you choose to object to the Class Settlement, you can either represent yourself or have your own attorney (that you hire and pay for yourself) appear on your behalf.

If you wish to object to the Settlement in writing, you may send to the Settlement Administrator a written statement which: (1) contains the case name and number of the Action; (2) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contains a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contains copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Jacob Greenwell v. Envigo RMS, LLC Class Settlement
Atticus Administration, LLC

[ADDRESS]

[URL TO SETTLEMENT ADMINISTRATOR'S WEBSITE]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Jacob Greenwell v. Envigo RMS, LLC* Class Settlement. You may also call or e-mail the attorneys for Plaintiff which are listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR ENVIGO.**

XIII. 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, pleadings, and other court records in the Action online by visiting the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov/>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

EXHIBIT B

NOTICE OF PENDING CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Greenwell v. Envigo RMS, LLC
Alameda County Superior Court, Case No. RG21108069

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

**NOTICE OF PENDING CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER**

A settlement has been reached between the parties in a class action lawsuit filed in the Alameda Superior Court. The Class consists of: (1) All current and former non-exempt employees of Envigo RMS, LLC (including any entities that merged with Envigo) within the State of California at any time during the period beginning June 25, 2017 through August 31, 2023 ("Class Period") ("Settlement Class Members"); and (2) all of Envigo's (including any entities that merged with Envigo) current and former employees and prospective applicants for employment in the United States who applied for a job with Envigo on whom a background check was performed during the period from June 25, 2016 through August 31, 2023 ("FCRA Class Period") ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members").

You have received this notice because Envigo RMS, LLC's ("Envigo") records indicate that you worked as an employee and/or applied for employment and background check was performed during the FCRA Class Period. This notice is to advise you of how you can participate, object, or request to be excluded from the FCRA Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the Alameda Superior Court, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a FCRA Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On June 25, 2021, Plaintiff Jacob Greenwell, on behalf of himself, all others similarly situated, and other alleged aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a First Amended Complaint (the “Operative Complaint”) and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled “*Jacob Greenwell v. Envigo RMS, LLC*” Case No. RG21108069 (Alameda Superior Court) (the “Action”).

This Action alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) Violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). Envigo denies the allegations in the Action, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and Envigo entered into a Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Settlement Agreement”) that resolves the claims on behalf of the persons in the Class.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Atticus Administration, LLC as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Jacob Greenwell as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”).

Considering the risks, uncertainties, inconvenience, and expense associated with this Action, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Action on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of Envigo. The Court has not ruled on the merits of Plaintiff’s claims or Envigo’s defenses.

Envigo will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a FRCA Class Member, you need not take any action to receive an Individual FCRA Settlement Payment, but you have the opportunity to request exclusion from the FCRA Class Settlement (in which case you will not receive an Individual FCRA Settlement Payment) or object to the FCRA Class Settlement, , if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <http://www.settlementadministrator.com> and are also on file with the Office of the Clerk of the Alameda Superior Court, Administration Building, 1221 Oak St, Oakland, California 94612. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Envigo's records identify you as a member of the FCRA Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Jacob Greenwell, who used to work as an employee at Envigo in California. The Class Representative is pursuing the Action on behalf of all of Envigo's current and former employees and prospective applicants for employment in the United States who applied for a job with Defendant on whom a background check was performed at any time during the FCRA Class Period. The Defendant is Envigo RMS, LLC

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff and the Class

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
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Attorneys for Defendant

Steven A. Groode (SBN 210500)
James Payer (SBN 292158)
LITTLER MENDELSON P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067
Tel: (310) 553-0308 / Fax: (310) 553-5583

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$278,250.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$30,000.00, subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Envigo has agreed to pay **\$795,000.00** (the "Gross Settlement Amount") to resolve the Action, which amount will be fully funded by Envigo and includes: (i) Net Settlement Amount (or payments to the

Settlement Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$27,400.00**, to be approved by the Court; (iii) payment of attorneys' fees not to exceed **\$278,250.00** and reasonable litigation costs and expenses not to exceed **\$30,000.00** (together "Class Counsel Award"), each to be approved by the Court; (iv) **\$100,00.00** allocated to PAGA penalties ("PAGA Settlement Amount"), of which 75% or \$75,000.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$25,000.00 will be distributed to PAGA Employees, to be approved by the Court; (v) enhancement award to the Class Representative in an amount not to exceed **\$10,000.00** ("Class Representative Enhancement Award"), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$100,000.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net Settlement Amount (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Enhancement Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net Settlement Amount is estimated to be approximately **\$249,350.00**.

Envigo will pay money into an account administered by the Settlement Administrator on a quarterly basis beginning after the settlement becomes final. Envigo will have a total of one year from **<<DATE>>>**, to meet its payment obligations.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator's website at **<<SETTLEMENT ADMINISTRATOR'S WEBSITE>>** and has also been filed with the Clerk of the Court.

Individual FCRA Settlement Payment to Settlement FCRA Class Members

Each member of the FCRA Class who does not opt out of the FCRA Class Settlement as described in Section XI below (Participating FCFA Class Member") will receive an Individual FCRA Settlement Payment. Individual FCRA Settlement Payments will be issued on an equal *pro rata* basis of the FCRA Settlement Amount, or \$100,000.00

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

Your Individual FCRA Settlement Payment reflected in this Notice is only an estimate. Your actual Individual FCRA Settlement Payment may be higher or lower.

The Individual FCRA Settlement Payment shall be issued within one week of Envigo making its second quarterly settlement payment.

Once the settlement checks are mailed, Participating FCRA Class Members will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall

be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

Upon the Court's final approval of the Settlement and upon Envigo making full payment of the settlement funds (as described in the Settlement Agreement), Participating FCRA Class Members shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released FCRA Class Claims. In other words, you will be releasing those claims if you do not request to be excluded (i.e. opt out) from the Settlement.

"Released FCRA Class Claims" means all claims and theories that were alleged in the Complaints filed in the Action, or that reasonably could have been alleged, and which arose during the FCRA Class Period of June 25, 2016 through August 31, 2023, which relate to background checks. This includes (but may not be limited to) claims under the:

- The Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq., and similar state laws;
- The Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 et seq.;
- The Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 et seq.;
- California Business & Professions Code §§ 17200 et seq.; and
- Similar claims under other state laws, including all damages, punitive damages, penalties, interest, and other amounts recoverable under the claims or legal theories described above;

As to all other FCRA claims, past or present, the Participating FCRA Class Members also waive and release their rights to be a class representative in a class action as of the Effective Date of this Settlement.

"Released Parties" means Defendant, and any of its past, present and future direct or indirect (a) parents (including, without limitation, Inotiv, Inc.) , (b) subsidiaries, (c) predecessors (including, without limitation Envigo RMS, Inc.), (d) successors, and (e) affiliates, as well as each of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Victoria Kolakowski on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Department 16 of the Alameda Superior Court, Administration Building, 1221 Oak Street, Oakland, California 94612. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual FCRA Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the FCRA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the FCRA Class Settlement, you must submit a written statement requesting to be excluded from the FCRA Class postmarked no later than [Response Deadline] ("Request for Exclusion"). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the FCRA Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

If you request exclusion, you will not receive any money from the FCRA Settlement Amount, nor will you be considered to have released your claims alleged in this Action.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

C. Option Three: You May Object to the Settlement.

If you are a Class Member, and you do not exclude yourself from the FCRA Class, you may object to the FCRA Class Settlement before final approval of the Settlement by the Court. To object, you may either submit a written objection postmarked no later than [Response Deadline], or appear at the Final Approval Hearing to present your objection orally to the Court, regardless of whether you have submitted a written objection. If you choose to object to the FCRA Class Settlement, you can either represent yourself or have your own attorney (that you hire and pay for yourself) appear on your behalf.

If you wish to object to the FCRA Class Settlement, in writing, you may send to the Settlement Administrator a written statement, which: (1) contains the case name and number of the Action; (2) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contains a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contains copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Jacob Greenwell v. Envigo RMS, LLC Class Settlement
Atticus Administration, LLC
[ADDRESS]

[URL TO SETTLEMENT ADMINISTRATOR'S WEBSITE]

If you have questions, you may call the Settlement Administrator, toll free at [Number] or visit [URL]. Ask about the *Jacob Greenwell v. Envigo RMS, LLC* Class Settlement. You may also call or e-mail the attorneys for Plaintiff, which are listed above. **PLEASE DO NOT CALL THE COURT OR ENVIGO.**

XIII. 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, pleadings, and other court records in the Action online by visiting the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov/>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

EXHIBIT C

NOTICE OF PENDING CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Greenwell v. Envigo RMS, LLC
Alameda County Superior Court, Case No. RG21108069

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

**NOTICE OF PENDING CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER**

A settlement has been reached between the parties in a class action lawsuit filed in the Alameda Superior Court. The Class consists of: (1) All current and former non-exempt employees of Envigo RMS, LLC (including any entities that merged with Envigo) within the State of California at any time during the period beginning June 25, 2017 through August 31, 2023 ("Class Period") ("Settlement Class Members"); and (2) all of Envigo's (including any entities that merged with Envigo) current and former employees and prospective applicants for employment in the United States who applied for a job with Envigo on whom a background check was performed during the period from June 25, 2016 through August 31, 2023 ("FCRA Class Period") ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members").

You have received this notice because Envigo RMS, LLC's ("Envigo") records indicate that you worked as an employee in an hourly-paid or non-exempt position in California during the Class Period, and/or you worked or applied for employment and a background check was performed during the FCRA Class Period. This notice is to advise you of how you can participate, object, or request to be excluded from the Class Settlement and/or FCRA Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the Alameda Superior Court, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On June 25, 2021, Plaintiff Jacob Greenwell, on behalf of himself, all others similarly situated, and other aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a First Amended Complaint (the “Operative Complaint”) and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled “*Jacob Greenwell v. Envigo RMS, LLC*” Case No. RG21108069 (Alameda Superior Court) (the “Action”).

This Action alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) Violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). Envigo denies the allegations in the Action, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and Envigo entered into a Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (the “Settlement Agreement”) that resolves the claims on behalf of the persons in the Class.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Atticus Administration, LLC as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Jacob Greenwell as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”).

Considering the risks, uncertainties, inconvenience, and expense associated with this Action, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Action on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of Envigo. The Court has not ruled on the merits of Plaintiff’s claims or Envigo’s defenses.

Envigo will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment and/or Individual FCRA Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement and/or FCRA Class Settlement (in which case you will not receive an Individual Settlement Payment and/or Individual FCRA Settlement Payment), object to the Class Settlement and/or FCRA Class Settlement, and/or dispute the workweeks credited to you, if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> and are also on file with the Office of the Clerk of the Alameda Superior Court, Administration Building, 1221 Oak St, Oakland, California 94612. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Envigo's records identify you as a member of the Settlement Class and the FCRA Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Jacob Greenwell, who used to work as an employee at Envigo in California. The Class Representative is pursuing the Action on behalf of all other similarly situated current and former hourly -paid or non-exempt employees who worked at Envigo in California during the Class Period, and all of Envigo's current and former employees and prospective applicants for employment in the United States who applied for a job with Defendant on whom a background check was performed at any time during the FCRA Class Period. The Defendant is Envigo RMS, LLC

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff and the Class

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
Lawyers for Justice, PC
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Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendant

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James Payer (SBN 292158)
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2049 Century Park East
5th Floor
Los Angeles, California 90067
Tel: (310) 553-0308 / Fax: (310) 553-5583

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$278,250.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$30,000.00, subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Envigo has agreed to pay **\$795,000.00** (the “Gross Settlement Amount”) to resolve the Action, which amount will be fully funded by Envigo and includes: (i) Net Settlement Amount (or payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$27,400.00**, to be approved by the Court; (iii) payment of attorneys’ fees not to exceed **\$278,250.00** and reasonable litigation costs and expenses not to exceed **\$30,000.00** (together “Class Counsel Award”), each to be approved by the Court; (iv) **\$100,00.00** allocated to PAGA penalties (“PAGA Settlement Amount”), of which 75% or \$75,000.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$25,000.00 will be distributed to PAGA Employees, to be approved by the Court; (v) service payment to the Class Representative in an amount not to exceed **\$10,000.00** (“Class Representative Service Award”), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$100,000.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net Settlement Amount (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Service Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net Settlement Amount is estimated to be approximately **\$249,350.00**.

Envigo will pay money into an account administered by the Settlement Administrator on a quarterly basis beginning after the settlement becomes final. Envigo will have a total of one year from **<<DATE>>>**, to meet its payment obligations.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator’s website at **<<SETTLEMENT ADMINISTRATOR’S WEBSITE>>** and has also been filed with the Clerk of the Court.

Individual Settlement Payment to Participating Settlement Class Members:

Each member of the Settlement Class who does not opt out of the Class Settlement as described in Section XI below (“Participating Settlement Class Member”) will receive an Individual Settlement Payment from the Net Settlement Amount. **Your Individual Settlement Payment will depend upon the number of workweeks you worked at Envigo during the Class Period. The average Individual Settlement Payment is anticipated to be \$ _____. This is just an estimate of the average payment to Settlement Class Members.** Your payment could be higher or lower depending on various factors including the number of Settlement Class Members who choose to opt out and the number of workweeks you worked at Envigo.

Each member of the Settlement Class will receive their Individual Settlement Payments in two equal installments, the first of which will be issued within a week of Envigo making its second quarterly settlement payment and the second of which will be issued within a week of Envigo making its third quarterly settlement payment.

The calculation of Individual Settlement Payments is based on data provided by Envigo. Envigo's records will be determinative with respect to the number of workweeks Settlement Class Members worked.

Individual PAGA Settlement Payment to PAGA Employees:

Twenty-five percent (25%) of the PAGA Settlement Amount, i.e. \$25,000.00 (the "PAGA Employee Amount"), will be distributed to all persons who were employed by Envigo (including any entities that merged with Envigo) in California as hourly paid or non-exempt employees at any time during the period October 7, 2019 through August 31, 2023 ("PAGA Period") on a pro rata basis based on the total number of pay periods worked by each current and former hourly-paid or non-exempt employee of Envigo in California during the PAGA Period ("PAGA Employee").

The Individual PAGA Settlement Payment shall be issued within one week of Envigo making its first quarterly settlement payment.

Individual FCRA Settlement Payment to Settlement FCRA Class Members

Each member of the FCRA Class who does not opt out of the FCRA Class Settlement as described in Section XI below ("Participating FCRA Class Member") will receive an Individual FCRA Settlement Payment. Individual FCRA Settlement Payments will be issued on an equal *pro rata* basis of the FCRA Settlement Amount, or \$100,000.00.

The Individual FCRA Settlement Payment shall be issued within one week of Envigo making its second quarterly settlement payment.

Your Workweeks Based on Envigo's Records:

According to Envigo's records:

From June 25, 2017 through August 31, 2023 (i.e., Class Period), you were employed by Envigo as an hourly-paid or non-exempt employee in California for [REDACTED] Compensable Workweeks.

From October 7, 2019 through August 31, 2023 (i.e., PAGA Period), you were employed by Envigo as an hourly-paid or non-exempt employee in California for [REDACTED] Compensable Pay Periods.

If you wish to dispute the workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Workweeks credited to you, and what you contend is the correct number to be credited to you; (4) attach any documentation that you have to support the dispute; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [insert Response Deadline].

Your Estimated Individual Settlement Payment, Estimated Individual FCRA Settlement Payment, and Individual PAGA Settlement Payment is as follows:

Payments will be made to Participating Settlement Class Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Compensable Workweeks worked by each Participating Settlement Class Member during the Class Period, and payments will be made to PAGA Employees based on the number of Compensable Pay Periods worked by each PAGA Employee during the PAGA Period. Payments will be made to Settlement FCRA Class Members based on an equal *pro rata* portion of the FCRA Settlement Amount.

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

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

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

Your Individual Settlement Payment, Individual FCRA Settlement Payment, Individual PAGA Settlement Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual Settlement Payment, Individual FCRA Settlement Payment, Individual PAGA Settlement Payment (if applicable) may be higher or lower.

Once the settlement checks are mailed, Participating Settlement Class Members, Participating FCRA Class Members, and PAGA Employees will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

Upon the Court's final approval of the Settlement and upon Envigo making full payment of the settlement funds (as described in the Settlement Agreement), all Participating Settlement Class Members, Participating FCRA Class Members, and PAGA Employees shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released Class Claims, Released FCRA Class Claims, and Released PAGA Claims. In other words, you will be releasing those claims if you do not request to be excluded (i.e. opt out) from the Settlement.

"Released Class Claims" means all claims and theories that were alleged in the Complaints filed in the Action, or that reasonably could have been alleged, and which arose during the Class Period of June 25, 2017 through August 31, 2023. These claims include (but may not be limited to) the following:

- Failure to pay all wages due, including minimum wages, straight time, overtime, and double wages (California Labor Code §§ 510, 1194, 1197, 1197.1, 1198);
- Failure to provide proper meal periods, and to properly provide premium pay in lieu of providing proper meal periods (California Labor Code §§ 226.7, 512, and the applicable Wage Order);
- Failure to provide proper rest periods, and to properly provide premium pay in lieu of providing proper rest periods (California Labor Code § 226.7 and the applicable Wage Order);
- Failure to pay all wages timely at the time of termination of employment and/or during employment (California Labor Code §§ 201-204);
- Failure to provide timely, complete, accurate or properly formatted wage statements and employment records (California Labor Code §§ 226, 1174, 1174.5 et seq.);
- Failure to keep requisite payroll records (California Labor Code Labor Code §§ 1174, 1174.5);
- Failure to reimburse employees for necessary business expenses they incurred (California Labor Code §§ 2800, 2802);
- Unfair Business Practices (California Business & Professions Code §§ 17200 et seq.) that are based on the same facts, claims, or legal theories described above;
- All damages, penalties, interest, and other amounts recoverable under the same facts, claims, or legal theories described above;
- Any claims seeking injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages that are based on the same facts, claims, or legal theories described above
- or similar facts concerning the Plaintiff or the Settlement Class; and
- All other claims under California common law, the California Labor Code (excluding PAGA which is encompassed by the Released PAGA Claims below), the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code based on the same or similar facts concerning the Plaintiff or the Settlement Class.

“Released FCRA Class Claims” means all claims and theories that were alleged in the Complaints filed in the Action, or that reasonably could have been alleged, and which arose during the FCRA Class Period of June 25, 2016 through August 31, 2023, which relate to background checks. This includes (but may not be limited to) claims under the:

- The Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq., and similar state laws;
- The Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 et seq.;
- The Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 et seq.;
- California Business & Professions Code §§ 17200 et seq.; and
- Similar claims under other state laws, including all damages, punitive damages, penalties, interest, and other amounts recoverable under the claims or legal theories described above;
- As to all other FCRA claims, past or present, the Participating FCRA Class Members also waive and release their rights to be a class representative in a class action as of the Effective Date of this Settlement.

“Released PAGA Claims” means all claims and theories that were alleged in the Complaints in the Actions or in the PAGA letters sent to the LWDA by Plaintiff, or reasonably could have been alleged, which arose during the PAGA Period of October 7, 2019 through August 31, 2023. This includes (but may not be limited to) civil penalties under PAGA for Defendant’s alleged failure to:

- Pay all wages due, including minimum wages, straight time, overtime or double time

- Provide proper meal periods, and to properly provide premium pay in lieu of providing proper meal periods;
- Provide proper rest periods, and to properly provide premium pay in lieu of providing proper rest periods;
- Pay all wages timely at the time of termination of employment and/or during employment;
- Provide timely, complete, accurate, or properly formatted wage statements and employment records;
- Keep requisite payroll records; and
- Reimburse employees for necessary business expenses they incurred

PAGA Employees may not opt out of or object to such a release of PAGA Claims.

“Released Parties” means Defendant, and any of its past, present and future direct or indirect (a) parents (including, without limitation, Inotiv, Inc.), (b) subsidiaries, (c) predecessors (including, without limitation Envigo RMS, Inc.), (d) successors, and (e) affiliates, as well as each of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Victoria Kolakowski on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Department 16 of the Alameda Superior Court, Administration Building, 1221 Oak Street, Oakland, California 94612. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator’s website at <<SETTLEMENT ADMINISTRATOR’S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

- A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual Settlement Payment and/or Individual FCRA Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net Settlement Amount, the FCRA Settlement Amount, and/or the PAGA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

- B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the Class Settlement and/or FCRA Class Settlement, you must submit a written statement requesting to be excluded from the Settlement Class and/or FCRA Class postmarked no later than [Response Deadline] (“Request for Exclusion”). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the California Class Settlement and/or FCRA Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

If you request exclusion, you will not receive any money from the Net Settlement Amount and/or FCRA Settlement Amount, nor will you be considered to have released your claims alleged in this Action.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

If you exclude yourself from the Class Settlement and/or FCRA Class Settlement, you will still receive your share of the PAGA Settlement and will still release your Released PAGA Claims.

C. Option Three: You May Object to the Settlement.

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement Class, you may object to the Class Settlement, and if you are a FCRA Class Member, and you do not exclude yourself from the FCRA Class, you may object to the FCRA Class Settlement before final approval of the Settlement by the Court. To object, you may either submit a written objection postmarked no later than [Response Deadline], or appear at the Final Approval Hearing to present your objection orally to the Court, regardless of whether you have submitted a written objection. If you choose to object to the Class Settlement and/or FCRA Class Settlement, you can either represent yourself or have your own attorney (that you hire and pay for yourself) appear on your behalf.

If you wish to object to the Settlement in writing, you may send to the Settlement Administrator a written statement which: (1) contains the case name and number of the Action; (2) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contains a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contains copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Jacob Greenwell v. Envigo RMS, LLC Class Settlement
Atticus Administration, LLC

[ADDRESS]

[URL TO SETTLEMENT ADMINISTRATOR’S WEBSITE]

If you have questions, you may call the Settlement Administrator, toll free at [Number] or visit [URL]. Ask about the *Jacob Greenwell v. Envigo RMS, LLC* Class Settlement. You may also call or e-mail the attorneys for Plaintiff which are listed in Section VI above.

XIII. 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, pleadings, and other court records in the Action online by visiting the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov/>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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