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Attorneys for Defendants
VICAR OPERATING, INC. DBA VCA INC.;
VCA ANIMAL HOSPITALS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF SANTA CLARA

INES WILLETT, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

VICAR OPERATING, INC. DBA VCA INC.;
VCA ANIMAL HOSPITALS, INC.; and DOES
1 through 10, inclusive,
Defendants.

CASE NO. 20CV366052

STIPULATION OF SETTLEMENT

Complaint Filed: April 8, 2020

Location: Dept. 3
Judge: Hon. Patricia M. Lucas

This Stipulation of Settlement, including Exhibit A hereto (“Settlement,” “Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiff INES WILLETT (“Plaintiff”) on behalf herself and the Settlement Class Members, on the one hand, and Defendants VCA INC., VICAR OPERATING, INC. and VCA ANIMAL HOSPITALS, INC. (collectively “Defendants” or “VCA”) on the other hand. Plaintiff and Defendants (collectively, the “Parties”) enter into this Agreement to effect a full and final settlement and preclusive judgment resolving all claims brought or that could have been brought against VCA based on the factual allegations alleged in the cases entitled *Willett v. Vicar Operating, Inc. dba VCA Inc.et al.*, Case No. 20CV366052 (referred to as the “Action”). This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released Claims, as defined and on the terms set forth below, and to the full extent reflected herein, subject to the approval of the Court.

1. RECITALS

This Agreement is made in consideration of the following facts:

1.1 WHEREAS, on April 8, 2020, Plaintiff commenced the Action by filing a Class Action Complaint for Damages asserting causes of action for: (1) Failure To Pay Overtime Wages; (2) Failure to Provide Adequate Wage Statements; (3) Waiting Time Penalties; and (4) Unlawful Business Practices.

1.2 WHEREAS, on August 13, 2020, filed a First Amended Complaint asserting a fifth cause of action for Penalties Under the Private Attorneys General Act.

1.3 WHEREAS, the Parties engaged in extensive informal discovery, exchanging information, documents and reviewing and analyzing extensive data made available by VCA which enabled the Parties to thoroughly evaluate Plaintiff’s claims, the PAGA claim, the claims of the putative Class, VCA’s defenses, and the likely outcomes, risks and expense of pursuing litigation;

1.4 WHEREAS, the Parties attended a mediation session with private mediator David Lowe, Esq. and reached the terms of this arm’s-length Settlement;

1.5 WHEREAS, a *bona fide* dispute exists as to whether any amount of wages or penalties are due from VCA to any putative Class Member (as defined below), to the LWDA and/or to any allegedly aggrieved employees;

1.6 WHEREAS, the Parties desire to compromise and settle all issues and claims that have been or could have been brought against VCA based on the factual allegations alleged in the Action, including all claims brought on a putative class and representative basis in the Action;

1.7 WHEREAS, the Parties further agree that this Agreement, the fact of this Settlement, any of the terms of this Agreement, and any documents filed in connection with the Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as an admission, finding, or evidence of: (i) any wrongdoing by any Released Parties, (ii) any violation of any statute or law by Released Parties, (iii) any liability on the claims or allegations in the Action on the part of any Released Parties, (iv) any waiver of VCA's right to arbitration or the enforceability of any arbitration agreement, or (v) the propriety of certifying a class or pursuing representative relief under the PAGA in the Action or any other civil or administrative proceeding; and this Agreement shall not be used by any person for any purpose whatsoever in any administrative or legal proceeding, including but not limited to arbitrations, other than a proceeding to enforce the terms of the Agreement;

1.8 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiff for herself and on behalf of the Settlement Class Members and the PAGA Employees, and by VCA, that, subject to the approval of the Court, the Action shall be settled and compromised, and the Released Claims shall be finally and fully compromised and settled as to the Released Parties, in the manner and upon the terms and conditions hereafter set forth in this Agreement.

2. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth below:

2.1 “Action” means the operative First Amended Complaint filed in Santa Clara County Superior Court Case No. 20CV366052.

2.2 “Class Members” all current and former groomers who worked for any of the Defendants within the State of California at any time during the Class Period.

2.3 “Settlement Class Members” means all Class Members who do not opt out of this Settlement.

2.4 “Class Period” means April 8, 2016 through the date of Preliminary Approval, or the date on which the Workweeks are equal to or do not exceed 19,539, whichever comes first.

2.5 “Class Counsel” means Hunter Pyle and Katherine Fiester of Hunter Pyle Law.

2.6 “Class Counsel Award” means the attorneys’ fees and reimbursement of litigation costs and expenses awarded by the Court to Class Counsel to fully satisfy all claims for attorneys’ fees and costs incurred by Plaintiff to litigate and settle this Action. The attorneys’ fees may not exceed 35% of the Total Settlement Amount, or \$87,500. In addition, Class Counsel shall be entitled to recover from the Total Settlement Amount all litigation costs and expenses incurred subject to proof in an amount not to exceed \$20,000.

2.7 “Class Information” means information regarding the Class Members that VCA will in good faith compile from its records and provide to the Settlement Administrator. Class Information shall be provided in a Microsoft Excel spreadsheet and shall include, if possible, each Class Member’s full name, last known address, Social Security number, number of workweeks during the Class Period and PAGA Period, and employment dates as a non-exempt employee during the Class Period. Because Class Members’ private information is included in the Class Information, the Settlement Administrator shall maintain the Class Information in confidence, shall limit access to the information to only those employees of the Settlement Administrator with a need to use the Class Information as part of the administration of the Settlement, and shall use and disclose Class Information only for purposes of this Settlement and for no other purpose.

2.8 “Class Notice” means the Notice of Class Action Settlement to be provided to Class Members, substantially in the form attached hereto as “**Exhibit A.**”

2.9 "Plaintiff's Complete and General Release" means an irrevocable and unconditional release given only by Plaintiff releasing the Released Parties from any and all claims under any state law, federal law, common law, equity or other theory in any way related to his employment with Defendants against the Released Parties including all claims arising from or related in any way to the claims and allegations asserted in the Action against Defendants, including all claims that could have been stated based upon the claims or allegations asserted in the Action, under federal, state, or local laws, and/or ordinances, or tort or contract theories, whether known or unknown, and whether anticipated or unanticipated, including without limitation statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other relief under Business & Professions Code section 17200, *et seq.*, including, without limitation, the following categories: (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged failure to pay employees for all hours worked, including but not limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims involving any alleged failure to pay overtime wages; (d) any and all claims arising under state law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums as required by Labor Code section 226.7; (e) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements to employees; (f) any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim that Defendants violated Labor Code sections 201, 202, or 204, and any claim for waiting time penalties under Labor Code section 203; (g) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*; and (h) any and all penalties pursuant to the Private Attorneys General Act ("PAGA") of 2004 arising out of any or all of the aforementioned claims. Plaintiff's Complete General Release includes all such claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450, 510, 511, 512, 516,

558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, and 2698 *et seq.*); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 *et seq.*; California Civil Code section 3336; the California common law of contract. Plaintiff shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all FLSA claims. This release excludes the release of claims not permitted by law. This release in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation. Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that either or both may have under California Civil Code § 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but he expressly agrees to fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist, at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants, excluding claims that, by law, may not be privately released, including but not limited to recovery under State workers' compensation laws. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment.

2.10 "Court" means the Santa Clara County Superior Court.

2.11 "Effective Date" means the date by which this Settlement is finally approved as provided herein and the Court's Final Approval Order becomes binding. For purposes of this Settlement Agreement, the Final Approval Order becomes binding upon the later of: (1) the day after the last day by which a notice of appeal of the Final Approval Order and/or of an order

1 rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is
2 filed, and the Final Approval Order is affirmed, the day after the last date for filing a request for
3 further review of the decision passes and no further review is requested; (3) if an appeal is filed
4 and further review of the decision affirming the Final Approval Order is requested, the day after
5 the request for review is denied with prejudice and/or no further review of the decision can be
6 requested, or (4) if review is accepted, the day after the United States or California Supreme
7 Court affirms the Settlement. The Effective Date cannot occur, and VCA will not be obligated
8 to fund this Settlement, until and unless there is no timely possibility of an appeal or further
9 appeal that could potentially prevent this Settlement Agreement from becoming final and
10 binding. Absent intervention, the Parties further agree there is no right or opportunity for any
11 PAGA Employee to appeal the approval of the Settlement by the Court.

12 2.12 "Final Approval Date" means the date of the Court's order finally approving this
13 Settlement.

14 2.13 "Final Approval Order" means the Court's order finally approving this
15 Settlement.

16 2.14 "Final Approval Hearing" means the hearing at or after which the Court will make
17 a final decision as to whether the Settlement is fair, reasonable, and adequate, and therefore, is
18 finally approved by the Court.

19 2.15 "Individual Settlement Share" means the Lump Sum Payment and/or *Pro Rata*
20 Payment of the Net Distribution Fund to each Settlement Class Member.

21 2.16 "Judgment" means the judgment to be entered in the Action upon final approval
22 of the Settlement.

23 2.17 "Mailed Notice Date" means the date of the initial mailing of the Class Notice to
24 Class Members.

25 2.18 "Net Distribution Fund" means the Total Settlement Amount, less the amount that
26 the Court awards for: the Service Award; the Class Counsel Award; the Settlement
27 Administrator Expenses; and the PAGA Payment.
28

2.19 “PAGA Release” means PAGA Employees will release and discharge the Released Parties from civil penalties under California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.*, as asserted in the operative complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories that were asserted in the operative complaint and disclosed in the LWDA letter including: (1) Failure To Pay Overtime Wages (2) Failure to Provide Adequate Wage Statements; (3); and Waiting Time Penalties.

2.20 “PAGA Payment” means a total payment of \$17,000 as consideration for the PAGA Release. From this amount, 75% (or \$12,750) will be paid to the LWDA and 25% (or \$4,250) will be distributed to PAGA Employees. The PAGA Payment shall be payable from the Total Settlement Amount.

2.21 “PAGA Period” means March 17, 2019 through the date of Preliminary Approval.

2.22 “PAGA Employees” means all Class Members who worked for VCA any time during the PAGA Period.

2.23 “Plaintiff” means Ines Willett.

2.24 “Preliminary Approval” means entry of the Preliminary Approval Order.

2.25 “Preliminary Approval Order” means the order granting preliminary approval of this Settlement Agreement.

2.26 “Released Class Claims” means all claims actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of herself and the Settlement Class Members, based on the facts alleged in the Action including but not limited to: (1) Violation of California Labor Code §§ 510 and 1194 and, and IWC Wage Order 5-2001, § 3 (Unpaid Overtime); (2) Violation of California Labor Code § 226 (Non-Compliant Wage Statements); (3) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid); (4) Violation of California Business & Professions Code §§ 17200, *et seq.*; and (5) attorneys’ fees and costs of litigation associated with this Action.

2.27 “Released Parties” means (i) VCA Inc., Vicar Operating, Inc., Vicar Operating, Inc. dba VCA, Inc., and VCA Animal Hospitals, Inc., and each of their past, present, and future

1 parents, subsidiaries, affiliated corporations, divisions, joint ventures, and all person acting by
2 or through or in concert with any of them, and each of them.

3 2.28 “Response Deadline” means the date by which a Class Member may (i) request to
4 be excluded from the Settlement, (ii) object to the Settlement, and/or (iii) dispute the number of
5 Workweeks credited to him or her. The Response Deadline shall be sixty (60) calendar days
6 after the Mailed Notice Date, and shall be specifically identified and set forth in the Preliminary
7 Approval Order and the Class Notice. The Response Deadline may be extended in the event the
8 Class Notice is re-mailed to any Class Members as set forth in Paragraph 6.7 *infra*. In the event
9 the Class Notice is re-mailed the Settlement Administrator shall advise the Class Member of the
10 Extended Response Deadline.

11 2.29 “Service Award” means the amounts approved by the Court to be paid to Plaintiff,
12 in addition to Plaintiff’s respective Individual Settlement Payment. The Service Award payable
13 to Plaintiff shall not exceed \$10,000 and shall be payable from the Total Settlement Amount.

14 2.30 “Settlement,” “Settlement Agreement” and “Agreement” mean the settlement of
15 this Action between and among Plaintiff and VCA, as set forth in this document.

16 2.31 “Settlement Administrator” means Simpluris, Inc.

17 2.32 “Settlement Administrator Expenses” means the maximum amount to be paid to
18 the Settlement Administrator, which shall not exceed \$5,000. All Settlement Administrator
19 Expenses are to be paid exclusively from the Total Settlement Amount.

20 2.33 “Total Settlement Amount” means Two Hundred Fifty Thousand Dollars
21 (\$250,000), which is the maximum amount that VCA is obligated to pay under this Settlement
22 Agreement, except for the employer’s share of payroll taxes with respect to the wage portion of
23 Individual Settlement Shares, in order to resolve and settle this Action, subject to Court
24 approval. The \$250,000 plus the employer’s share of payroll taxes is the maximum amount VCA
25 is obligated to pay under this Settlement Agreement. The Total Settlement Amount includes
26 the Class Counsel Award, the Service Award, the Settlement Administrator Expenses, the
27 PAGA Payment (which includes Individual PAGA Payments to PAGA Employees and payment
28 to the LWDA), the Individual Settlement Shares, all related interest, and all employee-side

1 payroll and employment taxes on the wage portion of Individual Settlement Shares. The Total
2 Settlement Amount does not include the employer-side payroll and employment taxes on the
3 wage portion of Individual Settlement Shares, which VCA agrees to pay separately.

4 2.34 “Void Date” means the date by which any checks issued to Settlement Class
5 Members shall become void, i.e. on the 181st day after mailing.

6 2.35 “Workweeks” means the number of weeks during which a Class Member worked
7 for VCA in the State of California during the Class Period.

8 **3. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

9 3.1 Certification Of Class: Solely for the purposes of this Settlement, the Parties
10 stipulate and agree that the Court may certify the Class.

11 3.2 Appointment Of Class Representative. Solely for the purposes of this Settlement,
12 the Parties stipulate and agree Plaintiff Ines Willett shall be appointed as representative of the
13 Class.

14 3.3 Appointment Of Class Counsel. Solely for the purposes of this Settlement, the
15 Parties stipulate and agree that Class Counsel shall be approved as counsel for Settlement Class
16 Members.

17 3.4 Appointment Of Settlement Administrator. Solely for the purposes of this
18 Settlement, the Parties stipulate and agree that Simpluris shall be appointed to serve as
19 Settlement Administrator. The Settlement Administrator shall be responsible for establishing: a
20 case specific hosted website, a toll-free telephone number through which Class Members may
21 make inquiries about the Settlement; a Post Office Box for receipt of Class Members’
22 communications; preparing, printing and mailing the Class Notice; receiving and reviewing
23 requests for exclusion, objections and/or disputes, if any, submitted by Class Members;
24 calculating Individual Settlement Shares, and Individual PAGA Payments; calculating and
25 paying any and all payroll tax or other required withholdings from the wage portion of the
26 Individual Settlement Shares as required under this Settlement Agreement and applicable law;
27 providing weekly status reports to VCA’s counsel and Class Counsel; providing a due diligence
28 declaration for the Court prior to the Final Approval Hearing; mailing Individual Settlement

1 Payments, the Service Award, the Class Counsel Award and 75% of the PAGA Payment to the
2 LWDA; printing and providing Plaintiff, Class Counsel, and Settlement Class Members with
3 IRS Forms W-2 and/or 1099 as required under this Settlement Agreement and applicable law;
4 providing a due diligence declaration for submission to the Court upon the completion of the
5 Settlement; and for such other tasks as the Parties mutually agree. The Parties agree to cooperate
6 in the settlement administration process and to make all reasonable efforts to control and
7 minimize Settlement Administrator Expenses.

8 3.5 Conditional Nature Of Stipulation For Certification. Solely for the purposes of
9 this Settlement, the Parties stipulate and agree to the certification of the Class. Should for
10 whatever reason the Settlement not become effective, the fact that the Parties were willing to
11 stipulate to certification as part of the Settlement shall have no bearing on, and shall not be
12 admissible in connection with, the issue of whether the Class should be certified in a non-
13 Settlement context in this Action or in any other lawsuit. VCA expressly reserves its right to
14 oppose any claim or class certification in this or any other action should this Settlement not
15 become effective.

16 3.6 The Parties agree to stay all proceedings in the Action, except such proceedings
17 necessary to implement and complete the Settlement, pending the Final Approval Hearing.

18 3.7 The Settlement is not intended to and may not be deemed to affect the
19 enforceability of any arbitration agreement between VCA and Plaintiff and/or between VCA
20 and any Class Member.

21 **4. NON-REVERSIONARY SETTLEMENT CONSIDERATION**

22 4.1 VCA's total monetary obligation under this Settlement is the Total Settlement
23 Amount (\$250,000) and is non-reversionary. This is an "all in" number that includes, without
24 limitation, all monetary benefits and payments for Settlement Class Members, Service Award,
25 Class Counsel Award, the Settlement Administrator Expenses, and the PAGA Payment, and all
26 other claims for interest, fees, and costs. Under no circumstances shall VCA be required to pay
27 anything more than the Total Settlement Amount, except that VCA will separately pay the
28 employer payroll and employment taxes due for the wages portion of Individual Settlement

Shares made under this Agreement. In no event shall VCA be liable for making any payments under this Settlement, or for providing any relief to the Settlement Class Members before the Effective Date of this Agreement. Within ten (10) calendar days of the Effective Date, VCA will transfer the amounts called for herein to the Settlement Administrator provided the Settlement Administrator provides valid transmission instructions, which shall include the amount of additional employer-side payroll taxes to be paid by VCA as calculated by the Settlement Administrator.

4.2 Non-Monetary Relief: Defendants shall implement written wage-and-hour policies, to the extent they have not done so yet, to comply with California law.

4.3 Plaintiff expressly agrees to hold Class Counsel, Defendants, Defense Counsel and the Settlement Administrator harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments under this Settlement, with the exception of the payroll withholdings required to be made and remitted by Defendants under the terms of this Settlement.

4.4 VCA agrees not to oppose Plaintiff's application for a Service Award in the amount of up to \$10,000 to Plaintiff. Any Service Award awarded by the Court shall be paid from the Total Settlement Amount. If the Court awards less than the full Service Award, then the unawarded funds shall become part of the Net Distribution Fund.

4.5 Plaintiff shall seek a Class Counsel Award from the Court, consisting of attorneys' fees in the amount of up to 35% of the Total Settlement Amount, or \$87,500, and all litigation costs and expenses incurred subject to proof in an amount not to exceed \$20,000. VCA agrees not to oppose a request for these amounts. Any Class Counsel Award awarded by the Court shall be paid from the Total Settlement Amount. Any portion of the Class Counsel Award that is not approved by the Court and awarded to Class Counsel shall become part of the Net Distribution Fund.

4.6 The Parties agree to allocate Seventeen Thousand Dollars (\$17,000) for the PAGA Payment, of which 75%, or \$12,750 shall be paid to the LWDA and the remaining 25%, or

1 \$4,250 shall be paid to PAGA Employees on a *pro rata* basis, based on workweeks in the PAGA
2 Period, if any, and irrespective of whether or not they request exclusion from the Settlement.
3 The PAGA Payment shall be paid from the Total Settlement Amount. Any portion of the PAGA
4 Payment that is not approved by the Court shall become part of the Net Distribution Fund.

5 4.7 The Settlement Administrator Expenses are estimated not to exceed \$5,000. The
6 Settlement Administrator Expenses shall be paid from the Total Settlement Amount. Any
7 portion of the Settlement Administrator Expenses not actually incurred by the Settlement
8 Administrator shall become part of the Net Distribution Fund.

9 4.8 The Settlement Administrator shall calculate the Individual Settlement Shares
10 based on the Class Information provided to the Settlement Administrator by VCA. Payment of
11 Individual Settlement Shares to Settlement Class Members will be made from the Net
12 Distribution Fund as follows:

13 (a) A lump sum payment to each Settlement Class Member based on calculations of
14 regular rate wages owed to each Settlement Class Member provided by VCA (“Lump
15 Sum Payment”); and

16 (b) After all Lump Sum Payments are calculated and deducted from the Net Distribution
17 Fund, the remaining funds in the Net Distribution Fund shall be paid on a *pro-rata* basis,
18 based on Workweeks during the Class Period (“*Pro-Rata* Payment”). The remaining Net
19 Distribution Fund shall be divided by the total of all Workweeks of Settlement Class
20 Members during the Class Period in order to establish the value of each Workweek. The
21 *Pro-Rata* Payment to each Settlement Class Member shall be calculated by multiplying
22 the value of a Workweek by the number of Workweeks worked by the Settlement Class
23 Member during the Class Period. Settlement Class Members who receive a Lump Sum
24 Payment will also be eligible to receive a *Pro-Rata* Payment.

25 4.9 PAGA Employees will receive a *pro-rata* share of 25% of the PAGA Payment
26 (“Individual PAGA Payment”) based on workweeks during the PAGA Period. Specifically,
27 25% of the PAGA Payment shall be divided by the total of all workweeks worked by PAGA
28 Employees during the PAGA Period in order to establish the value of each workweek. The

Individual PAGA Payment to be made to each PAGA Employee shall be calculated by multiplying the value of a workweek by the number of workweeks worked by the PAGA Employee during the PAGA Period.

4.10 Settlement Class Members may dispute the number of Workweeks with which they have been credited or their Lump Sum Payment amounts, as reflected in their respective Class Notices. In order to dispute Workweeks, Settlement Class Members must submit a written letter returned to the Settlement Administrator by mail at the specified address, postmarked on or before the Response Deadline. The written letter should: (a) contain the case name and number of the Action, (b) be signed by the Settlement Class Member, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Settlement Class Member, (d) clearly state that the Settlement Class Member disputes the number of Workweeks or Lump Sum payment credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) include information and/or attaches documentation demonstrating that the amount of Workweeks or Lump Sum Payment that he or she contends should be credited to him or her are correct. The date of the postmark on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of VCA's records and data as they pertain to the number of Workweeks or Lump Sum Payment to be credited to a disputing Settlement Class Member, VCA's records will be presumed correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Settlement Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

4.11 With respect to Class Members who receive a Lump Sum Payment, the Settlement Administrator shall allocate One Hundred percent (100%) of the *Pro-Rata* Payment to interest, penalties, and other non-wage damages (to be reported on IRS Form 1099, if applicable). With respect to Class Members who do not receive a Lump Sum Payment, the Settlement

1 Administrator shall allocate thirty-three percent (33%) of the *Pro-Rata* Payment to taxable
2 wages (to be reported on IRS Form W-2) and the remaining seventy-seven percent shall be
3 allocated to interest, penalties, and other non-wage damages (to be reported on IRS Form 1099,
4 if applicable). One Hundred percent of the Lump Sum Payment will be allocated to taxable
5 wages (to be reported on IRS Form W-2). Individual PAGA Payments will be allocated as One
6 Hundred percent (100%) penalties (to be reported on IRS Form 1099). The gross payment of
7 each Settlement Class Member's Individual Settlement Share and Individual PAGA Payment
8 (if applicable) is referred to as "Individual Settlement Payment." Settlement Class Members
9 (except Plaintiff with respect to his Service Award) are not eligible to receive any compensation
10 other than the Individual Settlement Payments discussed above.

11 4.12 Amounts paid to Plaintiff and Settlement Class Members pursuant to this
12 Settlement Agreement do not count as earnings or compensation for purposes of any benefits
13 (*e.g.*, 401(k) plans or retirement plans) sponsored by VCA or the Released Parties.

14 4.13 In exchange for the consideration provided by VCA, Plaintiff, individually and on
15 behalf of Plaintiff's heirs, estates, trustees, executors, administrators, representatives, agents,
16 successors, and assigns, and anyone claiming through them or acting or purporting to act on
17 their behalf, agree to provide Plaintiff's Complete and General Release.

18 4.14 In exchange for the consideration provided by VCA, Settlement Class Members,
19 individually and on behalf of their heirs, estates, trustees, executors, administrators,
20 representatives, agents, successors, and assigns, and anyone claiming through them or acting or
21 purporting to act on their behalf, agree to forever release, discharge, and hold harmless each and
22 all of the Released Parties for the Released Class Claims during the Class Period.

23 4.15 In exchange for the consideration provided by VCA, PAGA Employees,
24 individually and on behalf of their heirs, estates, trustees, executors, administrators,
25 representatives, agents, successors, and assigns, and anyone claiming through them or acting or
26 purporting to act on their behalf, agree to forever release, discharge, and hold harmless each and
27 all of the Released Parties for the PAGA Release during the PAGA Period.

28 4.16 All releases identified herein shall be null and void if Defendants fail to fully fund

the Total Settlement Amount. The releases identified herein shall become effective on the date on which Defendants fully fund the Total Settlement Amount (“Effective Date of the Release”).

5. PROCEDURE FOR REQUESTING PRELIMINARY APPROVAL OF THE SETTLEMENT

5.1 After execution of this Settlement Agreement, Plaintiff shall promptly submit a motion for preliminary approval of the Settlement to the Court, along with the Settlement Agreement. Plaintiff will provide the proposed motion to VCA’s counsel of record no less than five (5) calendar days before the motion is filed for review and comment. Plaintiff’s motion for preliminary approval shall request that the Court enter a preliminary approval order. Drafts of the motion for preliminary approval, including the proposed preliminary approval order shall be provided to VCA’s counsel at least five (5) court days before the documents are filed and approved of in writing before it is filed.

5.2 The Preliminary Approval Order shall:

- Conditionally certify the Settlement Class for settlement purposes;
- Preliminarily appoint Plaintiff as representative of the proposed Settlement Class;
- Preliminarily approve Class Counsel to represent the Settlement Class;
- Appoint Simpluris as the Settlement Administrator, and order the Settlement Administrator to provide notice of the Settlement as outlined below;
- Stay all litigation of the Action pending the Final Approval Hearing, except as necessary to implement and effectuate the Settlement; and
- Order that the preliminary approval of the Settlement, conditional certification of the Settlement Class, and all actions associated with them, are undertaken on the condition that they shall be vacated if the Settlement Agreement is disapproved in whole or in part by the Court, or any appellate court and/or other court of review in which event the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability

1 or non-liability or of the certifiability of a litigation class or the appropriateness
2 of maintaining a representative action.

3 5.3 The motion for preliminary approval shall request: that the Final Approval
4 Hearing and any determination on the request for a Class Counsel Award and Service Award be
5 set no earlier than forty-five (45) calendar days after the Response Deadline; and that Plaintiff
6 be permitted to file Plaintiff's motion for final approval of the Settlement no later than sixteen
7 (16) court days before the Final Approval Hearing.

8 5.4 At the same time that Plaintiff files the motion for preliminary approval, Class
9 Counsel will submit the Settlement Agreement to the LWDA.

10 **6. PROCEDURE FOR PROVIDING NOTICE OF SETTLEMENT**

11 6.1 No more than fifteen (15) calendar days after Preliminary Approval, VCA shall
12 provide the Settlement Administrator with the Class Information for purposes of sending the
13 Class Notice to Class Members.

14 6.2 No more than thirty (30) calendar days after Preliminary Approval (i.e., the Mailed
15 Notice Date), the Settlement Administrator shall send the Class Notice to Class Members in
16 English and Spanish via first class U.S. Mail.

17 6.3 The Class Notice will inform Class Members that, unless they submit a request to
18 be excluded from the Settlement, they will become Settlement Class Members; they will receive
19 Individual Settlement Payments under the Agreement.

20 6.4 The Class Notice will inform Class Members of their right to request exclusion
21 from the Settlement, or to object to the Settlement, dispute the amount of Workweeks for the
22 *Pro-Rata* Payment or the total Lump Sum Payment credited to each of them, and of the
23 procedure for doing so. The Class Notice will also inform Class Members that if they request
24 exclusion from the Class they may not also object to the Settlement or dispute the number of
25 Workweeks credited to them, and will inform PAGA Employees that all claims to PAGA
26 penalties are settled by operation of law and that they are not able to exclude themselves from
27 the PAGA Release and will receive an Individual PAGA Payment whether or not they request
28 exclusion from the Action and the Settlement.

1 6.5 The Class Notice shall include a statement as to the amount of Workweeks and
2 Lump Sum Payment attributable to each Class Member, where applicable, as well as an
3 explanation for how the Workweeks will be used to calculate the Individual Settlement Shares
4 and Individual PAGA Payments (if applicable).

5 6.6 Upon receipt of the Class Information, the Settlement Administrator shall make a
6 good-faith attempt to obtain the most-current names and postal mail addresses for those
7 individuals, including cross-checking the names and/or postal mail addresses it received from
8 VCA with other appropriate databases (e.g., the National Change of Address Database). If any
9 Class Notice mailed to any Class Member is returned, Settlement Administrator shall make a
10 good-faith attempt to obtain an updated mailing address within three (3) business days of
11 receiving the returned Class Notice and perform further reasonable searches (e.g., through
12 LexisNexis and/or utilizing a “skip trace”) for more-current names and/or postal mail addresses
13 for those individuals. All Class Members’ names and postal mail addresses obtained through
14 these sources shall be protected as confidential and not used for purposes other than the notice
15 and administration of this Settlement. The address determined by the Settlement Administrator
16 as the current mailing address shall be presumed to be the best mailing address for each Class
17 Members. The Settlement Administrator shall promptly re-mail the Class Notice to any Class
18 Member whose original notice was returned because of a wrong address within three business
19 days of obtaining an updated address and advise the Class Members of the Extended Response
20 Deadline.

21 6.7 If any Class Notice to a Class Member is returned to the Settlement Administrator
22 with a forwarding address, the Settlement Administrator shall forward the postal mailing to that
23 address within three (3) business days. Class Members whose Class Notices are re-mailed shall
24 have an additional ten (10) calendar days from the original Response Deadline to submit a
25 response (“Extended Response Deadline”). The Settlement Administrator will advise Class
26 Members of the Extended Response Deadline where applicable.

27 6.8 The Settlement Administrator shall continue to obtain updated mailing addresses
28 for any undeliverable Class Notices until the Response Deadlines. The Settlement

1 Administrator shall maintain a log detailing the instances Class Notices are returned as
2 undeliverable, re-mailed, and when applicable, returned again.

3 6.9 The Parties agree that the procedures set forth in this Section comply with all due
4 process requirements, constitute reasonable and the best practicable notice under the
5 circumstances, and constitute an appropriate and sufficient effort to locate current addresses for
6 Class Members such that no additional efforts to do so shall be required.

7 6.10 No more than ten (10) calendar days after the Response Deadline or Extended
8 Response Deadline in the event the Class Notice is re-mailed, the Settlement Administrator shall
9 provide a declaration of due diligence confirming: its dissemination of the Class Notice in
10 accordance with the notice procedures of this Agreement; all attempts by the Settlement
11 Administrator to locate Class Members; the number of delivered and undeliverable Class
12 Notices; the number of objections received (and copies of same); the number of requests for
13 exclusion received (but not copies of same); and the number of Workweek and/or Lump Sum
14 Payment disputes received. Class Counsel shall be responsible for filing the due diligence
15 declaration with the Court.

16 **7. PROCEDURE FOR REQUESTING EXCLUSION**

17 7.1 Class Members who wish to exclude themselves from (or “opt out” of) the
18 Settlement must submit timely, signed written requests for exclusion from the Settlement to the
19 Settlement Administrator that includes the Class Member’s name and a clear and unequivocal
20 statement that the individual wishes to be excluded from the Settlement; and the Class Member’s
21 signature.

22 7.2 The request for exclusion must be mailed to the Settlement Administrator at the
23 address provided in the Class Notice and must be postmarked no later than the Response
24 Deadline. The date of the postmark on the envelope containing the request for exclusion shall
25 be the exclusive means used to determine whether a request for exclusion has been timely
26 submitted. The Settlement Administrator shall provide the identities of those Class Member who
27 have opted out of the Settlement, if VCA consents to such disclosure or disclosure is required
28 by the Court.

7.3 The Settlement Administrator shall immediately notify Class Counsel and counsel for VCA by email and phone if and when the number of timely-submitted requests for exclusion reaches ten percent (10%) of all Class Members. If more than ten percent (10%) of Class Members opt out of the Settlement, VCA at its sole and absolute discretion may elect to rescind and revoke the entire Settlement Agreement by sending written notice to Class Counsel that it revokes the Settlement within ten (10) calendar days after the Response Deadline or Extended Response Deadline, if applicable.

7.4 All Class Members who do not opt out of the Settlement shall be bound by the Final Approval Order and Judgment even if they never received the Class Notice or other actual notice of this Settlement so long as the Class Members' information was part of the Class Information that Defendants provide to the Settlement Administrator as required under the terms of this Agreement.

7.5 Plaintiff agrees not to request exclusion from the Settlement.

7.6 The Parties agree there is no statutory or other right for any PAGA Employee to opt out or otherwise exclude themselves from the settlement and release of the PAGA Claims.

8. PROCEDURE FOR WRITTEN OBJECTION

8.1 Any Class Member who has not opted out of the Settlement (i.e., Settlement Class Member) and who wishes to submit a written objection to the fairness, reasonableness, or adequacy of this Agreement must provide the written objection to the Settlement Administrator (who shall immediately forward it to Class Counsel and counsel for VCA) by the Response Deadline or Extended Response Deadline.

8.2 All written objections and supporting papers must be postmarked no later than the Response Deadline or Extended Response Deadline, if applicable. The date of the postmark on the envelope containing the objection shall be the exclusive means used to determine whether the written objection has been timely submitted. The Parties shall file all objections with the Court prior to the Final Approval Hearing.

8.3 The objection should contain at least the following: (i) the objector's full name, address, telephone number, last four digits of his or her Social Security number, and signature;

(ii) the name and case number of the Action; (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether the objector intends to appear at the Final Approval Hearing, either remotely, in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

8.4 Class Members may also appear either remotely, in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number, at the Final Approval Hearing to object.

8.5 All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Ines Willett v. Vicar Operating, Inc. et al.*, Case No. 20CV366052); (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the Settlement Administrator; and (d) be filed or postmarked on or before the Response Deadline or Extended Response Deadline, if applicable.

8.6 Class Members who object to the Settlement shall remain Settlement Class Members and shall be deemed to have voluntarily waived their right to pursue an independent remedy against VCA and the Released Parties for the Released Claims if the Court grants final approval of the Settlement. To the extent any Settlement Class Member objects to the Settlement, and such objection is overruled in whole or in part, those Settlement Class Members will be forever bound by the Final Approval Order and Judgment if the Court grants final approval of the Settlement.

8.7 The Parties agree there is no statutory or other right for any PAGA Employee to object to PAGA Release portion of the Settlement.

9. PROCEDURE FOR REQUESTING FINAL APPROVAL OF THE SETTLEMENT

9.1 Promptly after receipt of the declaration of due declaration from the Settlement Administrator, Plaintiff shall file a motion requesting final approval of the Settlement, along

with a proposed Final Approval Order. Drafts of the motion for final approval of the Settlement and proposed Final Approval Order shall be provided to VCA's counsel at least five (5) court days before the documents are filed and approved of in writing before it is filed.

9.2 The Final Approval Order shall adjudge that, among other things:

- The Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement and that the Class Notice (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, and their right to exclude themselves from or object to the proposed Settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process, and any other applicable rules or law;
- The Settlement is fair, reasonable, and adequate;
- Plaintiff and Class Counsel may adequately represent the Settlement Class for the purpose of entering into and implementing the Agreement;
- The Settlement Administrator is to execute the distribution of proceeds pursuant to the terms of this Agreement;
- Approve Legal Aid at Work as the *cy pres* beneficiary;
- The Final Approval Order and Judgment shall be final and entered forthwith;
- Without affecting the finality of the Final Approval Order and Judgment, the Court retains continuing jurisdiction over Plaintiff, VCA, and Settlement Class Members, as to all matters concerning the administration, consummation, and enforcement of this Settlement Agreement;
- As of the Effective Date of the Release, Plaintiff and Settlement Class Members compromised, settled, discharged, and provided the release of the Released Class Claims, during the applicable time period, against VCA and the Released Parties, and are bound by the provisions of this Settlement Agreement;

- Notwithstanding the submission of a timely request for exclusion, PAGA Employees are still bound by PAGA Release portion for the Settlement and the State's claims for civil penalties pursuant to PAGA are also extinguished.
- This Settlement Agreement and the Final Approval Order and Judgment to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings that encompass Plaintiff's and Settlement Class Members' claims released herein, and that are maintained by or on behalf of Plaintiff and Settlement Class Members;
- The Settlement provided for herein, and any proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA representative claims may validly be pursued;

9.3 At the Final Approval Hearing, Class Counsel shall request entry of an Order approving the Class Counsel Award and the Service Award to Plaintiff. Any such Class Counsel Award or Service Award shall be paid exclusively from the Total Settlement Amount. The disposition of Class Counsel's application for a Class Counsel Award, and for Service Award, is within the sound discretion of the Court and is not a material term of this Settlement Agreement, and it is not a condition of this Settlement Agreement that such application be granted. Any disapproval or modification of such application by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) increase the consideration any Released Party pays in connection with the Settlement. Released Parties shall have no liability to Plaintiff or Class Counsel arising from any claim regarding the division of any attorneys' fee/litigation cost award between and among Class Counsel.

10. PROCEDURE FOR EXECUTING THE SETTLEMENT IF/WHEN IT BECOMES EFFECTIVE

10.1 VCA shall provide payment to the Settlement Administrator as provided in Section 4.1

10.2 Within fifteen (15) calendar days of receipt of the Total Settlement Amount, the Settlement Administrator shall distribute the following payments: (a) full payment to Plaintiff for Plaintiff's Court-approved Service Award; (b) full payment to the LWDA for its 75% portion of the PAGA Payment; (c) full payment of the Court-approved Settlement Administrator Expenses; (d) full payment of the Court-approved litigation costs and expenses; (e) full payment of the Individual Settlement Payments to Settlement Class Members; (f) full payment to the PAGA Employees of their 25% portion of the PAGA Payment; and (g) the Court-approved Class Counsel Award to Class Counsel.

10.3 The Settlement Administrator shall prepare all tax forms related to any and all employer taxes incurred by VCA as a result of this Settlement, shall inform VCA and its Counsel of the amounts owed, shall collect the necessary funds from VCA and remit them to the requisite taxing authorities.

10.4 If any Individual Settlement Payments are not cashed, deposited, or negotiated on or before the Void Date, then within thirty (30) calendar days of the Void Date, the Settlement Administrator shall void the uncashed checks and shall transmit such funds to Legal Aid at Work.

10.5 Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Class Counsel shall file the declaration with the Court to confirm full satisfaction of the Settlement.

10.6 The Individual Settlement Payments cashed shall be reported by the Settlement Administrator to the applicable governmental authorities on IRS Forms W-2 and/or 1099s (if required). The portions allocated to Service Award shall likewise be reported on IRS Form 1099s by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing copies of all IRS Forms for the Plaintiff and Settlement Class Members.

1 10.7 The Parties make no representation as to the tax treatment or legal effect of the
2 payments called for hereunder, and Plaintiff and the Settlement Class Members are not relying
3 on any statement, representation, or calculation by any of the Parties, their counsel, or by the
4 Settlement Administrator in this regard. Plaintiff and Settlement Class Members understand
5 and agree that they will be solely responsible for payment of any taxes and penalties assessed
6 on the payments described herein and will hold Plaintiff, Class Counsel, VCA, VCA's counsel
7 and the Released Parties free and harmless from and against any claims resulting from the tax
8 treatment of payments under this Agreement, with the sole exception of the employer's portion
9 of the payroll withholdings described in paragraph 10.3, above. Plaintiff and the Settlement
10 Class Members acknowledge and agree that no provision of this Settlement, and no written
11 communication or disclosure between or among the Parties or their attorneys and other advisers,
12 is or was intended to be, nor will any such communication or disclosure constitute or be
13 construed or be relied upon as, tax advice within the meaning of United States Treasury
14 Department Circular 230 (31 C.F.R. Part 10, as amended).

15 10.8 Payments and tax reporting by the Settlement Administrator in the manner
16 described above shall be deemed conclusive of compliance with this Settlement Agreement as
17 to all Settlement Class Members. No Settlement Class Members shall have any claim against
18 the Plaintiff, Class Counsel, VCA, VCA's counsel or the Settlement Administrator for
19 distributions made substantially in accordance with this Settlement Agreement and/or orders of
20 the Court.

21 **11. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**
22 **SETTLEMENT AGREEMENT**

23 11.1 If the Court does not approve the Settlement as set forth in this Settlement
24 Agreement, or if the Court enters the Judgment and appellate review is sought, and on such
25 review, the entry of Judgment is vacated, modified in any way, or reversed, or if the Final
26 Approval Order does not otherwise become Final, then this Settlement Agreement shall be
27 cancelled and terminated, unless all Parties, in their sole discretion within thirty (30) days from
28 the date such ruling becomes final, provide written notice to all other Parties hereto of their

1 intent to proceed with the Settlement under the terms of the Judgment as it may be modified by
2 the Court or any appellate court.

3 11.2 In the event that: (i) the Settlement is not approved, is overturned, or is materially
4 modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this
5 Settlement Agreement is terminated, cancelled, or fails to become effective pursuant to this
6 Agreement, then: (a) the Parties stipulate and agree that the Settlement, the Class Information,
7 and all documents exchanged and filed in connection with the Settlement shall be treated as
8 inadmissible mediation communications under Cal. Evid. Code §§ 1115 *et seq.*, (b) the
9 Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its
10 terms shall be effective or enforceable, with the exception of this Paragraph, which shall remain
11 effective and enforceable; (c) the Parties shall be deemed to have reverted to their respective
12 status prior to execution of this Agreement; (d) all Orders entered in connection with the
13 Settlement, including the certification of the Class, shall be vacated without prejudice to any
14 Party's position on the issue of class certification, the issue of amending the complaint, or any
15 other issue, in this Action or any other action, and the Parties shall be restored to their litigation
16 positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed
17 in all respects as if the Settlement Agreement and related documentation and orders had not been
18 executed, and without prejudice in any way from the negotiation or fact of the Settlement or the
19 terms of the Settlement Agreement. The Settlement, all documents, orders, and evidence
20 relating to the Settlement, the fact of their existence, any of their terms, any statement or report
21 concerning the Settlement Agreement, its existence, or their terms, any negotiations,
22 proceedings, acts performed, or documents executed pursuant to or in furtherance of the
23 Settlement Agreement shall not be admissible in any proceeding, and shall not be offered,
24 received, or construed as evidence of a presumption, concession, or an admission of liability, of
25 unenforceability of any arbitration agreement, of the certifiability of a litigation class, or
26 otherwise used by any Person for any purpose whatsoever, in any trial of this Action or any
27 other action or proceedings.

28 **12. ADDITIONAL PROVISIONS**

12.1 The Class Notice is the approved method for communicating with Class Members about the Settlement. Plaintiff and Class Counsel will not issue any news media releases, initiate any contact with the news media, respond to any news media inquiry, post any information on a website (including social media), or have any other public communication about the Action or the fact, amount or terms of the Settlement. Nothing in this Agreement prohibits Plaintiff or Class Counsel from discussing the terms of the Settlement with Class Members after the Motion for Preliminary Approval has been filed. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

12.2 Exhibit A to this Agreement is an integral part of the Settlement and is incorporated by reference as though fully set forth herein.

12.3 Unless otherwise noted, all references to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.4 The Parties to the Settlement Agreement agree that the terms of the Settlement were negotiated at arm’s length and in good faith by the Parties, resulted from an arm’s-length mediation session, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

12.5 Plaintiff, Class Counsel, VCA, and counsel for VCA have concluded that the Settlement set forth herein constitutes a fair, reasonable, and adequate resolution of the claims that Plaintiff asserted against VCA, including the claims on behalf of the Class Members, and that it promotes the best interests of the Class Members.

12.6 To the extent permitted by law and unless otherwise necessary to seek Court approval of this Settlement Agreement, all agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

12.7 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

12.8 The Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for the Parties and subject to any necessary Court approval.

12.9 All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants: Travis K. Jang-Busy
Gordon Rees Scully Mansukhani, LLP
101 West Broadway, Suite 2000
San Diego, California 92101
Telephone: 619-544-7226
Email: tjangbusby@grsm.com

if to Plaintiff: Hunter Pyle
Hunter Pyle Law
1300 Broadway, Eleventh Floor
Oakland, California 94612
Telephone: (510) 444-4400
Facsimile: (510) 444-4410
Email: hunter@hunterpylelaw.com

12.10 This Settlement Agreement, including its Exhibits, constitutes the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement and its Exhibits.

12.11 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, shall be deemed to be one and the same instrument.

12.12 The Parties hereto and their respective counsel agree that they will use their best efforts to obtain all necessary approvals of the Court required by this Settlement Agreement. The Parties agree that Plaintiff will submit to the Court a Motion for Preliminary Approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Class Claims or PAGA Release.

12.13 This Settlement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto, including any and all Released Parties and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

12.14 In the event of any dispute arising out of the performance or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover his and/or its reasonable attorneys' fees and costs incurred arising from such dispute

12.15 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement.

12.16 Except where this Settlement Agreement itself provides otherwise, all terms, conditions, and Exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

12.17 This Settlement Agreement shall be governed by California law. Any action based on this Settlement Agreement, or to enforce any of its terms, shall be venued in the Santa Clara County Superior Court, which shall retain jurisdiction over all such disputes. All Parties to this Settlement Agreement shall be subject to the jurisdiction of said Court for all purposes related to this Settlement Agreement.

12.18 The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

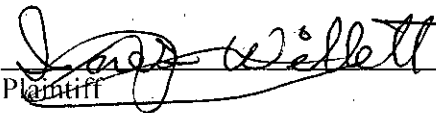
12.19 The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

12.20 In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

SO STIPULATED.

Date: 10/07/2021, 2021

INES WILLETT


Plaintiff

Date: _____, 2021

VCA INC.

By: _____

Title: _____

Date: _____, 2021

VICAR OPERATING, INC.

By: _____

Title: _____

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12.19 The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

12.20 In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

SO STIPULATED.

Date: _____, 2021

INES WILLETT

Plaintiff

Date: October 7, 2021

VCA INC.

Gina Lindell

By: Gina Lindell

Title: Vice President & General Counsel

Date: October 7, 2021

VICAR OPERATING, INC.

Gina Lindell

By: Gina Lindell

Title: Vice President & General Counsel

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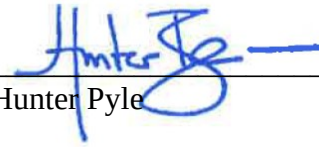
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APPROVED AS TO FORM

Date: October 12, 2021

HUNTER PYLE LAW



Hunter Pyle

Attorneys for Plaintiff Ines Willett and the
putative class acting on behalf of the State
of California as Private Attorneys General

Date: 10/11/2021, 2021

GORDON REES SCULLY MANSUKHANI, LLP



Travis K. Jang-Busby

Attorneys for Defendants

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Ines Willett v. Vicar Operating, Inc. et al.
Santa Clara County Superior Court, Case No. 20CV366052

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Santa Clara (the "Court" or "Santa Clara County Superior Court"), you are notified that: preliminary approval of a proposed class action settlement (the "Settlement") of the lawsuit filed by a former employee Plaintiff Ines Willett ("Plaintiff") against Defendants VCA Inc., Vicar Operating, Inc. and VCA Animal Hospitals, Inc. (collectively "Defendants" or "VCA"), was granted by the Court on **[Preliminary Approval Date]**, in the case entitled *Ines Willett v. Vicar Operating, Inc. et al. et al.*, Santa Clara County Superior Court, Case No. 20CV366052 (the "Action"), which may affect your legal rights.

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

If you are a Class Member, you do not need to take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive payment under the Settlement), object to the Settlement, and/or dispute the number of Workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"Class" means all current and former groomers who worked for any of the Defendants within the State of California at any time between April 8, 2016 through **[the date of Preliminary Approval, or the date on which the Workweeks are equal to or do not exceed 19,539, whichever comes first]**.

"Class Member" means a member of the Class.

"Class Period" means April 8, 2016 through the date of Preliminary Approval, or the date on which the Workweeks are equal to or do not exceed 19,539, whichever comes first.

"PAGA Employees" means all Class Members who worked for Defendants any time during the PAGA Period. PAGA Employees cannot request to be excluded from the PAGA portion of the settlement and will receive an Individual PAGA Payment even if they submit a request to be excluded.

"PAGA Period" means March 17, 2019 through **[the date of Preliminary Approval]**.

"Settlement Class Members" means Class Members who do not exercise their right to request exclusion from the Action. Class Members who request exclusion (explained below) retain their right to sue Defendants, if they choose, but will not receive any payment under the proposed class settlement, except for the Individual PAGA Payment, if applicable.

II. BACKGROUND OF THE ACTION

Plaintiff brought this Action on behalf of herself and the Class Members against Defendants, for the alleged failure to pay overtime wages, alleged failure to provide adequate wage statements, alleged failure to pay all wages due upon conclusion of employment, and thereby engaged in unfair business practices and are liable for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"). Defendants deny any and all of the allegations in the

Questions? Please call: **[settlement administrator's 800-number]**

Action or that they violated any law, and contend that at all times Defendants have fully complied with all applicable federal, state, and local laws.

The Court has not ruled that Defendants violated any laws or whether Plaintiff or any other person is entitled to damages or other relief.

After Defendants provided relevant information to Class Counsel, the Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached the Settlement. The Court has appointed [Name of Admin] as the administrator of the Settlement ("Settlement Administrator"), Plaintiff, as representative of the Class ("Class Representative"), and the following law firm as counsel for the Class ("Class Counsel"):

HUNTER PYLE LAW
Hunter Pyle, Esq
Katherine Fiester, Esq
1300 Broadway, Eleventh Floor
Oakland, California 94612
Telephone: (510) 444-4400
Facsimile: (510) 444-4410
Emails: hunter@hunterpylelaw.com;
kfiester@hunterpylelaw.com

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is Two Hundred Fifty Thousand Dollars (\$250,000) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members who do not opt out of this Settlement ("Settlement Class Members") is referred to as the "Net Distribution Fund." The Net Distribution Fund will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount of up to 35% of the Total Settlement Amount (i.e., up to \$87,500) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000) to Class Counsel (collectively, "Class Counsel Award"); (2) a service award in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for Plaintiff's services ("Service Award"); (3) settlement administration costs in an amount not to exceed Five Thousand Dollars (\$5,000.00) to the Settlement Administrator ("Settlement Administrator Expenses"); and (4) the allocation of Seventeen Thousand Dollars (\$17,000) to settle all claims under the California Private Attorneys General Act ("PAGA") ("PAGA Payment"), of which 75%, or \$12,750, will be paid to the California Labor and Workforce Development Agency ("LWDA") and the remaining 25%, or \$4,250 will be paid to the PAGA Employees on a *pro rata* basis.

Individual Settlement Share. Class Members are eligible to receive an Individual Settlement Share based on the following: (1) A lump sum payment to each Settlement Class Member based on calculations of regular rate wages owed to each Settlement Class Member provided by VCA ("Lump Sum Payment(s)"); and (2) After all Lump Sum Payments are calculated and deducted from the Net Distribution Fund, the remaining funds in the Net Distribution Fund shall be paid on a pro-rata basis, based on Workweeks during the Class Period ("Pro-Rata Payment"). The remaining Net Distribution Fund shall be divided by the total of all Workweeks of Settlement Class Members during the Class Period in order to establish the value of each Workweek. The Pro-Rata Payment to each Settlement Class Member shall be calculated by multiplying

the value of a Workweek by the number of Workweeks worked by the Settlement Class Member during the Class Period. Settlement Class Members who receive a Lump Sum Payment will also be eligible to receive a Pro-Rata Payment.

Individual PAGA Payment. PAGA Employees will receive a *pro rata* share of \$4,250 (which is 25% of the PAGA Payment) based on their number of Workweeks during the PAGA Period. Specifically, the \$4,250 will be divided by the total of all Workweeks worked by all PAGA Employees during the PAGA Period in order to establish the value of each Workweek worked. The Individual PAGA Payment of each PAGA Employee will be calculated by multiplying the value of a Workweek by the number of Workweeks worked by the PAGA Employee during the PAGA Period (“Individual PAGA Payment(s)”).

Allocation and Taxes. One Hundred percent of the Lump Sum Payment will be allocated to taxable wages (to be reported on IRS Form W-2). For Class Members who receive a Lump Sum Payment, One Hundred percent (100%) of the Pro-Rata Payment will be allocated to interest, penalties, and other non-wage damages (to be reported on IRS Form 1099, if applicable). With respect to Class Members who do not receive a Lump Sum Payment, the Settlement Administrator shall allocate thirty-three percent (33%) of the Pro-Rata Payment to taxable wages (to be reported on IRS Form W-2) and the remaining seventy-seven percent shall be allocated to interest, penalties, and other non-wage damages (to be reported on IRS Form 1099, if applicable).

Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share. Defendants will pay the employer’s share of any payroll and employment taxes.

Individual PAGA Payments will be allocated as one hundred percent (100%) penalties (which will be reported on IRS Form 1099).

The Settlement Administrator will be responsible for issuing to Settlement Class Members and PAGA Employees IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class Members and PAGA Employees are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members and PAGA Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The gross payment of each Settlement Class Member’s Individual Settlement Share (before reduction for the employee’s share of taxes on the wage portion) and Individual PAGA Payment (if applicable) is referred to as their “Individual Settlement Payment.”

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and PAGA Employees at the address that is on file with the Settlement Administrator by way of one (1) check. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

The Total Settlement Amount shall be paid by Defendants with the Settlement Administrator within 10 calendar days after the “Effective Date”. The “Effective Date” means the date by which the Settlement is finally approved as provided herein and the Court’s Final Approval Order becomes binding. For purposes of the Settlement Agreement, the Final Approval Order becomes binding upon the later of: (1) the day after the last day by which a notice of appeal of the Final Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is filed, and the Final Approval Order is affirmed, the day after the last date for filing a request for further review of the decision passes and no further review is requested; (3) if an appeal is filed and further review of the decision affirming the Final Approval Order is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested; or (4) if review is accepted, the day after the United States or California Supreme Court affirms the Settlement.

Within 15 calendar days following Defendants’ deposit of the Total Settlement Amount with the Settlement Administrator, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings,

to Settlement Class Members and PAGA Employees.

Check Cashing Deadline. If you receive an Individual Settlement Payment, you must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members or PAGA Employees whose checks are not cashed within 180 days after mailing will be transferred to Legal Aid at Work.

B. Your Lump Sum Payment and Workweeks Based on Defendants' Records

According to Defendants' records:

Your Lump Sum payment is calculated to be [REDACTED].

During the Class Period, you worked for Defendants as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.

During the PAGA Period, you worked for Defendants as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.

If you wish to dispute your lumpsum payment or the number of Workweeks credited to you, you must submit a written letter to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before [Response Deadline]**. The written dispute should: (a) contain the case name and number of the Action (*Ines Willett v. Vicar Operating, Inc. et al.*, Santa Clara County Superior Court, Case No. 20CV366052); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; and (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment are based on the Lump Sum Payment and the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED] and your Individual PAGA Payment (if applicable) is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wage portion of the Individual Settlement Share.

Individual Settlement Payments will only be distributed if the Court gives Final Approval of the Settlement and after the Settlement goes into effect.

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

D. Released Class Claims

Unless you submit a request for exclusion, each of the Settlement Class Members (including the Class Representative) will, by operation of the Judgment, release the Released Parties from the Released Class Claims for the Class Period upon the Effective Date if the Court grants final approval of the settlement.

"Class Period" means April 8, 2016 through [the date of Preliminary Approval, or the date on which the Workweeks are equal to or do not exceed 19,539, whichever comes first.]

"Released Class Claims" means all claims actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of herself and the Settlement Class Members, based on the facts alleged in the Action including but not limited to: (1) Violation of California Labor Code §§ 510 and 1194, and IWC Wage Order 5-2001, § 3 (Unpaid Overtime); (2) Violation of California Labor Code § 226(a) and IWC Wage Order 5-2001, § 7 (Non-Compliant Wage Statements); (3) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid); (4) Violation of California Business & Professions Code §§ 17200, *et seq.*; and (5) attorneys' fees and costs of litigation associated with this Action.

“Released Parties” means (i) VCA Inc., Vicar Operating, Inc., Vicar Operating, Inc. dba VCA, Inc., and VCA Animal Hospitals, Inc., and each of their past, present, and future parents, subsidiaries, affiliated corporations, divisions, joint ventures, and all person acting by or through or in concert with any of them, and each of them. This release is null and void if Defendants fail to fully fund the Settlement.

E. PAGA Release

If you are a PAGA Employee and if the Court approves the Settlement, then whether or not you exclude yourself from the Settlement Class, you will receive an Individual PAGA Payment and you will no longer be able to seek penalties pursuant to the California Labor Code Private Attorneys General Act based on the PAGA Release.

“PAGA Release” means PAGA Employees will release and discharge the Released Parties from civil penalties under California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 et seq., as asserted in the operative complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories that were asserted in the operative complaint and disclosed in the LWDA letter including: (1) Failure To Pay Overtime Wages; (2) Failure to Provide Adequate Wage Statements; and (3) Waiting Time Penalties.

This release is null and void if Defendants fail to fully fund the Settlement.

F. Class Counsel Award to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to 35% of the Total Settlement Amount (i.e., up to \$87,500) and reimbursement of litigation costs and expenses in an amount of up to twenty thousand dollars (\$20,000), to be paid from the Total Settlement Amount, subject to approval by the Court. Class Counsel have been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

G. Service Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) as a Service Award in recognition of his services in connection with the Action. The Service Award will be paid from the Total Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to Plaintiff’s Individual Settlement Payments that he is entitled to under the Settlement.

H. Settlement Administrator Expenses to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Five Thousand Dollars (\$5,000.00) for the costs of the Notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, receiving and reviewing requests for exclusion, objections, and/or disputes, if any, submitted by Class Members, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Total Settlement Amount subject to approval by the Court.

I. Conditions of Settlement

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

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

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Class Claims, as described in Section III.D above. As a Settlement Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you may seek exclusion from (or “opt out” of) the Settlement by submitting a signed written request for exclusion postmarked **no later than [Response Deadline]** that includes your name and a clear and unequivocal statement that you wish to be excluded from the Settlement. You must send the request for exclusion to the Settlement Administrator at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of Released Class Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

You have no right to opt out of the PAGA Release. If you are a PAGA Employee, you will receive an Individual PAGA Payment, whether or not you choose to request exclusion from the remainder of the settlement.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement.

To object to the Settlement in writing, you must submit a written objection postmarked **no later than [Response Deadline]**. The written objection should include the following: (a) your full name, address, telephone number, last four digits of your Social Security number, and signature; (b) a statement of the specific legal and factual basis for each objection argument; and (c) statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing at your expense scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department 3 of the Santa Clara County Superior Court, located at 191 North First Street San Jose, CA 95113. You have the right to appear either remotely, in person or through your own attorney at this hearing, provided you notify the Court of your intention to do so. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **<<RESPONSE DEADLINE>>**.

All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Ines Willett v. Vicar Operating, Inc. et al.*, Case No. 20CV366052); (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the Settlement Administrator; and (d) be filed or postmarked on or before **<<RESPONSE DEADLINE>>**.

You have no right to object to settlement of the PAGA Claims.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 3 of the Santa Clara County Superior Court, located at 191 North First Street San Jose, CA 95113, on **[Final Approval Hearing Date]**, at **[Time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys’ fees and costs to Class Counsel, Service Award to Plaintiff, and Settlement Administrator Expenses to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator’s website (<http://.com>). It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Any Class Member who elects to appear personally at the Court for any reason related to this Action must comply with the

Court's social distancing and mandatory face covering requirements, as well and other orders related to COVID-19. All such rules and orders can be located at the Court's website: <https://www.scscourt.org/>.

For more information on how to appear remotely, please visit the Court's website at <https://www.scscourt.org/>.

If the Court grants final approval of the Settlement, the Notice of the Court's final judgment will be posted on the Settlement Administrator's website (<http://.com>).

VI. ADDITIONAL INFORMATION

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

The pleadings and other records in this Action, including the Settlement Agreement, may be examined (a) online at the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at https://www.scscourt.org/online_services.shtml or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 North First Street San Jose, CA 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures. The Settlement Agreement will also be available on the Settlement Administrator's website specific to the case the address for which is [www.].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

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

THE DEADLINE FOR SUBMITTING ANY DISPUTES, REQUESTS FOR EXCLUSION, OR OBJECTIONS IS <<RESPONSE DEADLINE>>. THESE DEADLINES WILL BE STRICTLY ENFORCED.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.