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6 ERICKA DOMINGUEZ,
on behalf of herself and all others similarly situated,
aggravated employees, and the State of CA

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**
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12 ERICKA DOMINGUEZ, an individual, on
13 behalf of herself and all others similarly
14 situated, all aggrieved employees, and the
State of California as a Private Attorneys
General,

15 Plaintiffs,

16 vs.

17 COMMUNITY VETERINARY CLINICS,
18 LLC, dba VIP PETCARE, a Delaware
19 limited liability company, PET IQ, INC., a
20 Delaware Corporation, VIP PETCARE
HOLDINGS, INC., and DOES 1-50,
inclusive,

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22 Defendants.
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Case No. 20STCV34601

**AMENDED JOINT STIPULATION FOR
CLASS ACTION SETTLEMENT AND
RELEASE**

1 **JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AND RELEASE**

2 **I. INTRODUCTION**

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4 1. This Joint Stipulation of Class Action Settlement and Release is made and entered
5 into by and between Plaintiff Ericka Dominguez, an individual, on behalf of herself and all class
6 members, all aggrieved employees, and the State of California as Private Attorney General, and
7 Defendant Pet IQ, Inc., Community Veterinary Clinics, LLC dba VIP Petcare, and VIP Petcare,
8 LLC.

9 2. This Agreement is made for the sole purpose of attempting to consummate
10 settlement of this putative wage and hour class action on a class-wide basis, as well as the action
11 brought by Plaintiff under the Labor Code Private Attorney General Act of 2004 (“PAGA”). As
12 detailed below, in the event that the Court does not execute and file an order granting Final
13 Approval of Settlement, or in the event that the associated Judgment does not become final for
14 any reason, this Agreement shall be deemed null and void and shall be of no force or effect
15 whatsoever.

16 **II. DEFINITIONS**

17 3. “Action” means the lawsuit entitled *Dominguez vs Community Veterinary Clinics,*
18 *LLC et al.*, pending in the Superior Court of California, County of Los Angeles, Case No.
19 20STCV34601.

20 4. “Agreement” and “Settlement” means the Joint Stipulation of Class Action
21 Settlement and Release.

22 5. “Class Counsel” and “Plaintiff’s Counsel” means Nazo Koulloukian of Koul Law
23 Firm, Inc.

24 6. “Class Counsel Fees” means the amount up to \$398,333.33 (i.e., one-third of the
25 Maximum Settlement Fund) to compensate Class Counsel for their attorneys’ fees incurred in
26 connection with the Action, including their pre-filing investigation, their filing of the Action and
27 all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

7. “Class Counsel Expenses” means the actual amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, up to \$20,000.00 (Twenty Thousand Dollars), including their pre-filing investigation, their filing of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

8. “Class Information” means information regarding Settlement Class members that Defendant will in good faith compile from its records and provide to the Settlement Administrator in a secure manner on a confidential basis. It shall include each Settlement Class member’s full name, social security number, Last Known Address, and data necessary to calculate the number of Eligible Workweeks for each Class Member, including, but not limited to, the start and end dates for each period during the Class Period that Class Members were employed by Defendant.

9. “Class Representative” and “Plaintiff” refers to Ericka Dominguez.

10. “Class Representative Service Award” means an amount of up to \$7,500.00 (Seven Thousand Five Hundred Dollars) that the Court authorizes to be paid to the Class Representative in recognition of her effort and risk in assisting with the prosecution of the Action and in return for executing a General Release of Defendant.

11. “Complaint” means the initial pleading filed in the Superior Court of California, County of Los Angeles, Case No. 20STCV34601 on September 8, 2020.

12. “Court” means the Superior Court of California, County of Los Angeles.

13. “Defendant” refers to Pet IQ, Inc., Community Veterinary Clinics, LLC dba VIP Petcare, and VIP Petcare, LLC.

14. “Defendant’s Counsel” refers to Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

15. “Effective Date” means the earliest of: (a) if no one submits an objection prior to the date of Final Approval, the date of the court granting final approval; or (b) three (3) calendar days after the deadline to file an appeal of the final approval order, if no appeals are filed; or (c) if one or more appeals are filed, 3 calendar days after any appeal is dismissed or the final approval of the settlement is affirmed after an appeal, and the final approval order is not subject to further appeal.

1 16. “Eligible Workweek” means any week when a Settlement Class member was
2 employed as an hourly, nonexempt employee of Defendant at any time from September 8, 2016
3 to the date of preliminary approval of the Settlement. If possible based on Defendant’s records,
4 Eligible Workweek may exclude leaves of absence, vacation, and other weeks where no work
5 was performed.

6 17. “Exclusion List” means the list prepared by the Settlement Administrator listing all
7 Settlement Class Members requesting exclusion from the Settlement.

8 18. “Final Approval” means the Court’s final approval of the Settlement without
9 material change.

10 19. “Individual Settlement Payment” means the total, gross amount payable from the
11 Net Settlement Amount to a Participating Class Member, which shall be calculated for each
12 Participating Class Member as described in this Agreement.

13 20. “Judgment” means the judgment or order to be rendered and entered by the Court
14 in the Action upon and/or after granting Final Approval of the Settlement.

15 21. “Known Bad Address List” means the list prepared by the Settlement
16 Administrator of all Settlement Class Members that it did not locate with its address search, as
17 well as all whose re-mailed Notice materials were once again returned by the Post Service.

18 22. “Last Known Address” means the most recently recorded mailing address for a
19 Settlement Class member.

20 23. “Maximum Settlement Fund” means \$1,195,000.00 (One Million One Hundred
21 Ninety-Five Thousand Dollars), the total settlement value for all damages, restitution, penalties,
22 and interest, all payments to Participating Class Members, Class Counsel Fees, Class Counsel
23 Expenses, Settlement Administration Costs, PAGA Payment, and the Class Representative
24 Service Award. The Maximum Settlement Fund does not include the employer’s share of any
25 payroll taxes on the wage portion of the settlement, which will be paid separately by Defendant.

26 24. “Member Distribution List” means the list prepared by the Settlement
27 Administrator by removing from the Settlement Class Member List all Settlement Class Members

1 who appear on the Known Bad Address List and Exclusion List. Payments to Settlement Class
2 Members from the Net Settlement Amount shall only be made to Settlement Class Members
3 appearing on the Member Distribution List, who shall be called “Participating Class Members,”
4 defined below.

5 25. “Net Settlement Amount” means the Maximum Settlement Fund, less the
6 following: (a) Class Counsel Fees; (b) Class Counsel Expenses; (c) Class Representative Service
7 Awards; (d) Settlement Administration Costs; and (e) PAGA Payment.

8 26. “Notice Packet” means the Notice of Proposed Class Action Settlement
9 (substantially in the form attached as **Exhibit 1**) and Request for Exclusion (substantially in the
10 form attached as **Exhibit 2**). The Notice Packet shall be in both English and Spanish.

11 27. “PAGA Members” means all of Defendants’ non-exempt employees who worked
12 for Defendants in California during the PAGA Period. PAGA Members are a subset of the
13 Settlement Class Members.

14 28. PAGA Payment” means an amount of \$37,500 (Thirty Seven Thousand Five
15 Hundred Dollars) (i.e., seventy-five percent (75%) of the \$50,000 amount allocated to the claim
16 asserted under PAGA) that shall be deducted from the Maximum Settlement Fund and paid to the
17 Labor and Workforce Development Agency (“LWDA”) as a payment of penalties for the claim
18 asserted under PAGA.

19 29. “PAGA Period” means May 14, 2019, to the date of preliminary approval of the
20 Settlement.

21 30. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
22 either Plaintiff or Defendant, individually.

23 31. “Participating Class Member” means a Settlement Class member who does not
24 submit a valid Request for Exclusion requesting to be excluded from the Settlement, consistent
25 with the terms set forth in the Agreement.

26 32. “Preliminary Approval” means the Court’s preliminary approval of the Settlement
27 without material change.

33. “Released Claims” shall have the meaning set forth in Paragraph 49.

34. “Released PAGA Claims” shall have the meaning set forth in Paragraph 50.

35. “Released Parties” means Defendant, and all of its past, present or future subsidiaries, parent companies, affiliated companies, present and former representatives, associates, affiliates, divisions, owners, predecessors, successors, directors, officers, agents, employees, partners, lawyers, insurers, and reinsurers, and each of their respective predecessors, successors, heirs and assigns.

36. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Settlement Class members and the last date on which Settlement Class members may: (a) postmark Requests for Exclusion, or (b) postmark Notice of Objections to the Settlement.

37. “Request for Exclusion” means the form included in the Notice Packet that provides Settlement Class members the opportunity to opt out of the Settlement (substantially in the form attached as **Exhibit 2**).

38. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Maximum Settlement Fund for administration of this Settlement. The Settlement Administration Costs are not to exceed \$15,000.00

39. “Settlement Administrator” means CPT Group, agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.

40. “Settlement Class” means all individuals who are currently employed, or formerly have been employed, as nonexempt hourly employees of Defendant at any time from September 8, 2016, to the date of preliminary approval of the settlement and who did not previously enter into a release of claims as to Defendant.

41. “Settlement Class Period” means the period from September 8, 2016, to the date of preliminary approval of the settlement.

III. RECITALS

42. Class Certification. The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant either Preliminary Approval or Final Approval and Judgment of this Settlement, the Parties stipulate that class certification will be revoked. The Parties shall cooperate in good faith to secure a court order staying the case and all deadlines, including the deadline for moving to compel arbitration, class certification and discovery deadlines, pending implementation of the Settlement. If the Settlement is declared null and void pursuant to paragraph 63, or if the Court does not grant Final Approval of the Settlement, the Parties will resume litigation. The fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, or be admissible in connection with, the issue of whether the Settlement Class or any other putative class could be certified in a non-settlement context or be considered admissible for any other purpose in any matter.

43. Procedural History. Plaintiff Ericka Dominguez filed this Action in the Los Angeles County Superior Court on September 8, 2016, as a putative class and PAGA representative action lawsuit.

44. Mediation. The Parties participated in a private mediation on August 3, 2021 with Hon. Jay Gandhi (Ret.). Prior to the mediation, the Defendant produced virtually all timekeeping and payroll records for the approximately 633 class members. With the help of a retained expert, Plaintiff conducted a thorough analysis of all records made available by Defendant, including data representative of approximately 111,320 shifts over 34,861 workweeks. Following extensive negotiations, the Parties reached an agreement following mediation as to all material terms for this Settlement.

45. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to

1 establish liability for the claims asserted in the Action, both generally and in response to
2 Defendant's defenses thereto (many of which have been shared at the mediation and in settlement
3 discussions), and the obligation to establish liability and damages for the Settlement Class
4 members. Plaintiff and Class Counsel have also taken into account the extensive settlement
5 negotiations conducted. Further, Plaintiff and Class Counsel have taken into account Defendant's
6 agreement to enter into a settlement that confers substantial relief upon the Settlement Class
7 members. Based on the foregoing, Plaintiff and Class Counsel have determined that the
8 settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is in the
9 best interests of the Settlement Class members.

10 46. Defendant's Reasons for Settlement. Defendant has concluded that any further
11 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
12 of time, energy and resources of Defendant, unless this Settlement is made, will be devoted to the
13 defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of
14 further litigation in reaching their decision to enter into this Settlement. Despite continuing to
15 contend that they are not liable for any of the claims set forth by Plaintiff, Defendant has,
16 nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put
17 to rest the claims as set forth in the Action. Defendant claims and continues to claim that the
18 Released Claims have no merit and do not give rise to liability. This Agreement is a compromise
19 of disputed claims. Nothing contained in this Agreement and no documents referred to herein
20 and no action taken to carry out this Agreement may be construed or used as an admission by or
21 against the Parties as to the merits or lack thereof of the claims asserted.

22 47. Claims in the Action. In this action, Plaintiff alleges Defendant is liable for (1)
23 failing to pay for all hours worked, including overtime hours worked (§204, 218, 510, 558, 1194,
24 1197, 1197.1, 1198, 1199); (2) failing to include nondiscretionary bonuses in the regular rate of
25 pay to calculate overtime and penalty pay (§200, 207, 218, 510, 558, 1194, 1197, 1197.1, 1198);
26 (3) failing to timely pay all wages owed (§201, 202, 203, 204, 210); (4) failing to provide meal
27 breaks (§226.7, 512); (5) failing to provide rest breaks (§226, 226.7, 512, 558, 1198); (6) failing

1 to reimburse for required business expenses (§1198, 2802); (7) failing to provide accurate wage
2 statements and maintain accurate payroll records (§226,1174); and (8) unlawful and unfair
3 business practices (Bus. & Prof. Code §17200, et. seq.) Plaintiff also brings a claim for Violation
4 of the Private Attorneys General Act of 2004 (Labor Code §2698 *et seq.*). Plaintiff asserts all
5 causes of action on behalf of herself, on a class and representative basis, and acting as a Private
6 Attorney General for the State of California pursuant to PAGA.

7 48. Solely for the purposes of this Settlement, the Parties agree that the Settlement
8 Class will be certified. Neither Party is conceding, and this Agreement shall not be used to
9 support arguments that (a) class certification of any claim is appropriate or inappropriate; or (b)
10 that PAGA claims are manageable or need or need not be certified in order to proceed on a
11 representative basis.

12 IV. TERMS OF AGREEMENT

13 49. Consideration. Defendant agrees to pay \$1,195,000 (One Million One Hundred
14 Ninety-Five Thousand Dollars) as the Maximum Settlement Fund amount in the manner
15 described in this Agreement as full consideration for settlement of the action and for Participating
16 Class Members' agreement to release the Released Parties from the Released Claims.
17 Participating Class Members are not eligible to receive any amounts other than their Individual
18 Settlement Payment(s) by virtue of this Settlement. Defendant shall separately pay the
19 employer's share of taxes on the individual settlement payments that are allocated as wages.
20 Defendant represented that the putative class included approximately 633 members who worked
21 approximately 34,861 workweeks through August 3, 2021. In the event the actual number of
22 employees or workweeks through the date of the Parties' mediation was more than 10% higher,
23 the Maximum Settlement Fund will increase proportionately to the increase in employees or
24 workweeks above this 10% buffer.

25 50. Released Claims. Each Participating Class Member will be deemed to release all
26 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
27 damages, liquidated damages, action, or causes of action of whatever kind or nature that were
28

1 asserted, or could have been asserted, whether known or unknown, contingent or accrued, against
2 Defendant or the Released Parties or any of them, under any statute, ordinance, regulation, order,
3 or common law, arising out of or based upon the facts, theories, and/or claims alleged in the
4 Action, including without limitation claims for wages, minimum wage, straight time, overtime,
5 meal and rest period penalties, wage statement penalties, penalties for the untimely payment of
6 wages during employment or at separation, expense reimbursement, and/or PAGA. This release
7 includes, but is not limited to, any claims for restitution, equitable relief, wages, penalties,
8 interest, and/or attorneys' fees and costs of any kind for the claims asserted in the Complaint.
9 This release further includes all claims under the PAGA (California Labor Code section 2698 *et*
10 *seq.*), and all claims including, but not limited to, claims pursuant to the California Labor Code,
11 including Labor Code Sections 200-204, 207, 210, 218, 226, 226.3, 226.7, 510, 512, 518, 558,
12 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 or the California Business
13 & Professions Code, any direct claims for violations of the Labor Code sections alleged as
14 predicate violations to Plaintiff's unfair competition claim, any primary rights asserted by
15 Plaintiff on behalf of the Settlement Class Members in the Class Period, and all claims for wages
16 or compensation due for services based on any of the factual allegations in the Complaint.

17 The Released Claims shall be released as to Defendant and the Released Parties from the
18 period beginning September 8, 2016, through the date of preliminary approval of this Settlement
19 and shall become effective upon the date Defendant funds the settlement.

20 51. Released PAGA Claims. Each PAGA Member will be deemed to release all claims
21 for civil penalties that were asserted, or could have been asserted, whether known or unknown,
22 contingent or accrued, against Defendant or the Released Parties or any of them arising out of or
23 based upon the facts, theories, and/or claims alleged in the PAGA Notice Letter and Amended
24 PAGA Notice Letter filed by Plaintiff with the LWDA in this Action, including without limitation
25 claims for wages, minimum wage, straight time, overtime, meal and rest period penalties, wage
26 statement penalties, penalties for the untimely payment of wages during employment or at
27 separation, or expense reimbursement. This release includes all claims under the PAGA

(California Labor Code section 2698 *et seq.*), including, but not limited to Labor Code Sections 200-204, 207, 218, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, or 2802.

The Released PAGA Claims shall be released as to Defendant and the Released Parties from the period beginning May 14, 2019, through the date of preliminary approval of this Settlement and shall become effective upon the date Defendant funds the settlement. All PAGA Members will be deemed to have released all Released PAGA Claims regardless of whether they request to be excluded from participation in the Settlement by filing a Request for Exclusion.

52. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class members are not relying on any statement or representation by the Parties in this regard. Settlement Class members understand and agree that they will be responsible for the payment of taxes and penalties they owe and that are assessed on the payments described herein. Each Party to this Agreement acknowledges and agrees that no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to constitute or be construed or be relied upon as, tax advice.

53. Preliminary Approval of Settlement. Class Counsel shall draft the Motion for Preliminary Approval. Simultaneous with the filing of the Settlement and solely for purposes of this Settlement, Plaintiff will file a Motion for Preliminary Approval requesting the Court grant preliminary approval of this class action Settlement, certify the Settlement Class for settlement purposes only, and set a date for the final settlement approval hearing. The order for Preliminary Approval shall provide for the Notice Packet to be sent to all Settlement Class members as specified herein. At the same time that Plaintiff files the Motion for Preliminary Approval, Plaintiff shall also submit to the LWDA a copy of the proposed settlement pursuant to Labor Code § 2699, *et seq.*

54. Settlement Administrator's Duties. The Settlement Administrator shall be responsible for: preparing, printing, and mailing the Notice Packets to the Settlement Class members; translating all Notice Packets from English to Spanish; receiving and reporting any

1 Requests for Exclusion submitted by Settlement Class members; establishing the Qualified
2 Settlement Fund; calculating, processing, and mailing payments to Plaintiff, Class Counsel,
3 Participating Class Members, and the LWDA; withholding any legally mandated withholdings or
4 deductions from the Individual Settlement Payments and remitting tax withholdings to the
5 applicable tax authorities; performing all tax reporting duties required by law, including
6 distributing all necessary tax forms; providing declaration(s) as necessary in support of
7 preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree
8 upon or as the Court orders the Settlement Administrator to perform. The Settlement
9 Administrator will be responsible for keeping the Parties timely apprised of the performance of
10 all Settlement Administrator responsibilities.

11 55. Settlement Administration. Within fifteen (15) calendar days after the Court
12 grants Preliminary Approval of this Agreement, Defendant shall provide the Settlement
13 Administrator with the Class Information for purposes of mailing Notice Packets to Settlement
14 Class members. The Class Information shall be kept confidential by the Settlement
15 Administrator.

16 a. Allocation of the Net Settlement Amount. Within fourteen (14) calendar
17 days after receiving the Class Information from Defendant as provided
18 herein, the Settlement Administrator shall calculate the Individual
19 Settlement Payment for each Settlement Class member and provide the
20 calculations to the Parties *without* any personal identifying information
21 (e.g., name, social security number, Last Known Address) about Settlement
22 Class members. The Settlement Administrator shall compute the
23 Individual Settlement Payment for each Settlement Class member pursuant
24 to the following formula:

25 i. Add all Eligible Workweeks for all Settlement Class members
26 together to obtain the “Denominator”;
27

- ii. Divide the number of Eligible Workweeks for each Settlement Class member by the Denominator to obtain each Settlement Class member's "Payment Ratio"; and
 - iii. Multiply each Settlement Class member's Payment Ratio by the Net Settlement Amount to determine his or her Individual Settlement Payment.
- b. Final Allocation of Net Settlement Amount. If any Settlement Class member submits a timely and valid Request for Exclusion, the Settlement Administrator shall, within twenty-one (21) calendar days after the Response Deadline, reallocate their Individual Settlement Payment amounts among all Participating Class Members on a pro rata basis pursuant to the formula set forth in section 51(a)(i)-(iii), above, and provide the final Individual Settlement Payment calculations to the Parties.
- c. Settlement Class Members who wish to dispute the number of Workweeks attributed to them shall provide evidence to the Settlement Administrator showing that the Workweek calculation is inaccurate by the Response Deadline. The Settlement Administrator shall review the information submitted and make the final determination, which will be presumed correct. Settlement Class members who receive a re-mailed Notice Packet shall have their Response Deadline extended fourteen (14) calendar days from the original Response Deadline.
- d. To the extent that a particular Settlement Class member seeks information from Class Counsel regarding the Settlement, the Settlement Administrator shall share information with Class Counsel (via email with copy to Defendant's Counsel) that is contained in the Class Information regarding that particular Settlement Class member to the extent necessary to respond

1 to the question or issue, except that the Settlement Administrator shall not
2 share Social Security Numbers with Class Counsel.

- 3 e. Payments to PAGA Members of their 25% share of the amount allocated to
4 PAGA (\$12,500) during the PAGA Period shall be calculated pursuant to
5 the same formula described above applicable to Settlement Class Members
6 though limited to Eligible Workweeks during the PAGA Period.

7 56. Notice Packets. The Notice Packet shall inform the Settlement Class members of
8 the number of Eligible Workweeks applicable to them based on Defendant's pay records and their
9 estimated Individual Settlement Payment. The Notice shall provide a procedure for challenging
10 such information. Settlement Class members will have the right to challenge only the dates of
11 employment in a Settlement Class position in California.

- 12 a. Notice By First Class U.S. Mail. Upon receipt of the Class Information,
13 the Settlement Administrator will perform a search based on the National
14 Change of Address Database to update and correct any known or
15 identifiable address changes. Within fourteen (14) calendar days after
16 receiving the Class Information from Defendant as provided herein, the
17 Settlement Administrator shall mail copies of the Notice Packet to all
18 Settlement Class members via regular First-Class U.S. Mail. The
19 Settlement Administrator shall exercise its best judgment to determine the
20 current mailing address for each Settlement Class member. The address
21 identified by the Settlement Administrator as the current mailing address
22 shall be presumed to be the best mailing address for each Settlement Class
23 member.

- 24 b. Undeliverable Notices. Any Notice Packets returned to the Settlement
25 Administrator as non-delivered on or before the Response Deadline shall
26 be re-mailed to any forwarding address affixed thereto. If no forwarding
27 address is provided, the Settlement Administrator shall promptly attempt to

determine a correct address by use of skip-tracing, or other equivalent search using the name, address and/or Social Security number of the Settlement Class member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Settlement Class members who receive a re-mailed Notice Packet shall have their Response Deadline extended fourteen (14) calendar days from the original Response Deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator as non-deliverable after the Response Deadline, then an additional Notice Packet shall not be re-mailed.

- c. The Settlement Administrator shall then track all Settlement Class Members that it did not locate with its address search, as well as all whose re-mailed Notice Packets were once again returned by the Postal Service, and compile a list of these Settlement Class Members (the "Known Bad Address List.")

57. Participating Class Members. All Settlement Class members who do not submit a valid and timely Request for Exclusion will be eligible to receive Individual Settlement Payments from the Net Settlement Amount and be subject to the releases as provided herein.

58. Exclusions. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a completed Request for Exclusion form by the Response Deadline. The Request for Exclusion: (a) must contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (b) must be signed and dated by the Settlement Class member; and (c) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The Request for Exclusion will be rejected if it does not contain a Settlement Class member's telephone number, the last four digits of the Social Security number, and a statement that the Settlement Class member wishes to opt out of the Settlement. The date of the

1 postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive
2 means used to determine whether a Request for Exclusion has been timely submitted. Any
3 Settlement Class member who requests to be excluded from the Settlement Class will not be
4 entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement
5 or have any right to object, appeal or comment thereon. Settlement Class members who do not
6 submit a valid and timely Request for Exclusion on or before the Response Deadline shall be
7 bound by all terms of the Settlement, bound by the releases, and bound by any Judgment entered
8 in this Action if the Settlement is approved by the Court, even if they do not cash or otherwise
9 negotiate their Individual Settlement Payment check.

- 10 a. No later than fourteen (14) calendar days after the Response Deadline, the
11 Settlement Administrator shall provide counsel for the Parties with the number of
12 all Settlement Class members who have timely submitted Requests for Exclusion.
13 At no time shall any of the Parties or their counsel seek to solicit Settlement Class
14 members to submit Requests for Exclusion from the Settlement.
- 15 b. The Settlement Administrator shall compile a list of all Settlement Class Members
16 requesting exclusion (the "Exclusion List"). The Settlement Administrator shall
17 then remove from the Settlement Class Member List all Settlement Class Members
18 who appear on the Known Bad Address List and Exclusion List. This new list
19 shall be called the "Member Distribution List."
- 20 c. Payments to Settlement Class Members from the NSA shall only be made to
21 Settlement Class Members appearing on the Member Distribution List, also known
22 as Participating Class Members.

23 59. Objections. The Notice Packet shall state that Settlement Class members who
24 wish to object to the Settlement may submit a written statement of objection ("Notice of
25 Objection") by the Response Deadline and must not have submitted a Request for Exclusion. A
26 valid Notice of Objection must be postmarked by the Response Deadline and returned to the
27 Settlement Administrator at the specified address. The Notice of Objection must be signed by the

1 Settlement Class member and state: (a) the full name of the Settlement Class member; (b) the
2 dates of employment of the Settlement Class member; (c) the last four digits of the Settlement
3 Class member's Social Security number and/or any Employee ID number; (d) the basis for the
4 objection; and (e) whether the Settlement Class member intends to appear at the Final Approval
5 hearing. All Settlement Class members, regardless of whether they have submitted a written
6 objection pursuant to the requirements, above, may appear at the Final Approval hearing and have
7 their objections heard by the Court. Class Members who fail to make objections either in writing
8 in the manner specified above, or in person at the Final Approval hearing, shall be deemed to
9 have waived any objections and shall be foreclosed from making any objections (whether by
10 appeal or otherwise) to the Settlement.

- 11 a. At no time shall any of the Parties or their counsel seek to solicit or otherwise
12 encourage Settlement Class members to submit written objections to the
13 Settlement or appeal from the Judgment. Class Counsel shall not represent any
14 Settlement Class members with respect to any such objections.
- 15 b. The Parties and their counsel shall use their best efforts to cause the Court to grant
16 Preliminary and Final Approval of the Settlement as promptly as practical, to
17 perform all acts and execute and deliver all documents, data, and declarations
18 necessary to effectuate this settlement, including, but not limited to, declarations
19 from the Parties in support of class certification and court approvals (Preliminary
20 and Final) of the settlements, and to oppose any objection by an objector
21 (including any appeal by an objector).

22 60. Funding and Allocation of Maximum Settlement Fund. This is a non-
23 reversionary, non-claims made, opt-out Settlement. Defendant shall transfer funds to a Qualified
24 Settlement Fund ("QSF") to be established by the Settlement Administrator to fund the Individual
25 Settlement Payments, the Class Representative Service Award, the Class Counsel Fees, the Class
26 Counsel Expenses, the PAGA Payment, and the Settlement Administration Costs as set forth in
27 this Agreement.

- 1 a. Defendant will fund the Gross Settlement Amount within 15 days of the
2 Effective Date.
- 3 b. Funds will be distributed to the Settlement Class, Plaintiff, and Plaintiff's
4 Counsel no later than the earliest of: (a) 30 days after approval of the
5 Settlement if no one files an objection to the Settlement; or (b) three (3)
6 calendar days after the deadline to file an appeal of the final approval
7 order, if no appeals are filed; or (c) if one or more appeals are filed, 3
8 calendar days after any appeal is dismissed or the final approval of the
9 settlement is affirmed after an appeal, and the final approval order is not
10 subject to further appeal.
- 11 c. Qualified Settlement Fund. The QSF will be established by the Settlement
12 Administrator and administered as a Qualified Settlement Fund pursuant to
13 the Internal Revenue Code. The QSF will be controlled by the Settlement
14 Administrator subject to the terms of this Settlement and the Court's
15 Order(s). Interest, if any, earned on monies in the QSF will become part of
16 the Net Settlement Amount. The Settlement Administrator shall serve as
17 Trustee of the QSF and shall act as a fiduciary with respect to the handling,
18 management, and distribution of the Maximum Settlement Fund, including
19 the handling of tax related issues and payments. The Settlement
20 Administrator shall act in a manner as necessary to qualify the settlement
21 fund as a Qualified Settlement Fund and to maintain the qualification.
- 22 d. Individual Settlement Payments. Individual Settlement Payments will be
23 paid from the Net Settlement Amount and shall be paid pursuant to the
24 settlement formula set forth herein. Individual Settlement Payments shall
25 be mailed by regular First Class U.S. Mail to Participating Class Members
26 on the Member Distribution List at the last known mailing address
27 maintained by the Settlement Administrator. Individual Settlement Awards
28

1 shall be allocated as follows: (i) 20% (twenty percent) as wages and (ii)
2 80% (eighty percent) as penalties and interest. The Settlement
3 Administrator shall issue a form W-2 for amounts deemed “wages” that are
4 paid under this Settlement and issue a form 1099 for the portions allocated
5 to penalties and interest for each taxable year payments are made.

- 6
7 e. Individual Settlement Payment Checks That Are Returned Or Not Negotiated. Any
8 checks issued to Participating Class Members shall remain valid and negotiable for one
9 hundred eighty (180) calendar days from the date of their issuance. Those funds
10 represented by settlement checks returned as non-deliverable and those funds which
11 correspond with the settlement checks that are not negotiated within one hundred eighty
12 calendar days after issuance shall be cancelled. Any unpaid cash residue or unclaimed or
13 abandoned class member funds generally attributable to California residents, plus any
14 accrued interest that has not otherwise been distributed pursuant to order of the court, shall
15 be transmitted to the California State Controller’s Office Unclaimed Property Fund in the
16 name of the class member to whom the funds were distributed.

17 61. Class Representative Service Award. Subject to Court approval, in exchange for
18 the release of all Released Claims, for the general release contained in paragraph 62, and for their
19 time and effort in bringing and prosecuting this matter, Plaintiff Ericka Dominguez shall be paid a
20 Class Representative Service Award of up to \$7,500.00 (Seven Thousand Five Hundred Dollars),
21 and Defendant will not oppose a Class Representative Service Award up to such amount. The
22 Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for her Class Representative
23 Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable
24 taxes on her Class Representative Service Award and shall hold harmless Defendant from any
25 claim or liability for taxes, penalties, or interest arising as a result of the Class Representative
26 Service Award. The Class Representative Service Award shall be in addition to Plaintiff’s
27 Individual Settlement Payment as a Participating Class Member. Any amount requested by
28

Plaintiff for the Class Representative Service Award and that is not granted by the Court shall return to the Net Settlement Amount and be distributed as provided in this Agreement.

62. Class Counsel Fees and Class Counsel Expenses. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed \$418,250) (i.e., 35% of the Maximum Settlement Fund), to be paid out of the Maximum Settlement Fund. Defendant further agrees not to oppose any application or motion by Class Counsel for the reimbursement of reasonable costs associated with Class Counsel's prosecution of this matter not to exceed \$20,000 (Twenty Thousand Dollars) from the Maximum Settlement Fund. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Fees and Class Counsel Expenses that are not granted by the Court shall return to the Net Settlement Amount and be distributed as provided in this Agreement.

63. PAGA Payment. Subject to Court approval, the Parties agree that the amount of \$50,000 (Fifty Thousand Dollars) from the Maximum Settlement Fund shall be designated for satisfaction of Plaintiff's and Settlement Class members' claims pursuant to the PAGA. Seventy-five percent (75%) of the amount designated for satisfaction of the PAGA claim, amounting to \$37,500 (Thirty Seven Thousand Five Hundred Dollars) shall be deducted from the Maximum Settlement Fund. If the amount designated for satisfaction of the PAGA claim and/or PAGA Payment are adjusted by the Court, it shall be adjusted by using funds from the Maximum Settlement Fund and in no event shall increase the Maximum Settlement Fund.

64. Distribution Timing. Within twenty (20) calendar days of the Effective Date, the Settlement Administrator shall issue payments to (a) Participating Class Members; (b) the LWDA; (c) Plaintiff; (d) Class Counsel; and (e) itself, for Court-approved services performed in connection with the settlement.

65. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Fund. No fewer than ten (10) calendar days before the filing of the Final Approval Motion, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration of the Settlement as well as a declaration detailing the administration process. The Settlement Administrator, on the Parties' behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Participating Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

66. General Release by Plaintiff. Plaintiff hereby unconditionally waives and forever releases Defendant and the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, or which arise from or are related to the allegations and claims asserted in the Action, or any claims related to Plaintiffs' employment with Defendant, including without limitation any and all claims under state and federal law, including but not limited to claims for unpaid wages, overtime compensation, premium payments, meal periods, rest periods, penalties of any kind, interest, attorneys' fees and expenses, whether known or unknown arising or accruing at any time prior to the date of the entry of the final approval, claims that have been raised, or that reasonably could have been raised, under the applicable Wage Orders (including, but not limited to, Wage Order Number 1), and California Labor Code Sections 201-203, 218, 226, 226.7, 247.5, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, as well as all claims under PAGA (California Labor Code section 2698 *et seq.*), whether or not he has standing to assert such claims under PAGA, Business and Professions Code section 17200 *et seq.*, and claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay or employee benefit, insurance or unit grants; claims of wrongful

1 termination, retaliatory discharge or public policy violations of whatever kind or nature,
2 defamation, invasion of privacy, fraud, misrepresentation, emotional distress or other common
3 law or tort matters; assault, claims of harassment, retaliation or discrimination based on age, race,
4 color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability,
5 medical condition including genetic characteristics, marital status, or any other protected status
6 under federal or state law or regulation or local ordinance; claims under the California Labor
7 Code, Government, Business and Professions, and Health and Safety Codes; claims based upon
8 the California or Federal Constitutions; claims based on any federal, state or other governmental
9 statute, regulation or ordinance, including, without limitation, the California Fair Employment &
10 Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act, as amended, the
11 Americans with Disabilities Act, the Labor Management Relations Act, and the Family Medical
12 Leave Act. Plaintiff expressly agrees that he will not participate in any class, collective, or
13 representative action of any kind or nature against the Released Parties related to the claims
14 released herein.

- 15 a. Release of Unknown Claims. Plaintiff acknowledges that she has had the
16 opportunity to review and have reviewed California Civil Code section
17 1542, which provides:

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

25 Being fully informed of this provision of the California Civil Code and
26 understanding its provisions, Plaintiff agrees to waive any rights under
27 Section 1542, and acknowledges that this Agreement and the releases
28

1 contained herein extends to all claims that they have or might have against
2 the persons and entities released, including those which are presently
3 unknown to them.

4 b. Plaintiff represents that, other than this Action and the other pending matter
5 against Defendant, Plaintiff has not filed any lawsuit, administrative claim,
6 or demand for arbitration against the Released Parties and that there are no
7 undisclosed charges, actions, or claims pending on Plaintiff's behalf.

8 c. In exchange for the Class Representative Service Award, Plaintiff agrees
9 not to seek reemployment with any of the Released Parties and that
10 Defendant has no obligation to re-hire Plaintiff.

11 67. Option to Terminate Settlement. If, after the Response Deadline and before the
12 Final Approval hearing, the number of individuals who submitted timely and valid Requests for
13 Exclusion from the Settlement is greater than five percent (5%) of all potential Settlement Class
14 members, Defendant shall have, in its sole discretion, the option to terminate this Settlement.
15 Defendant shall notify Plaintiff's counsel of Defendant's intent to revoke the Settlement in
16 writing within seven (7) calendar days after the Settlement Administrator gives its final report
17 regarding the number of individuals who opted out of the Settlement.

18 68. Final Approval, Entry of Judgment, and Notice to Settlement Class members.
19 Class Counsel shall draft the Motion for Final Approval. Then, a Final Approval hearing shall be
20 conducted to determine final approval of the Settlement along with the amounts properly payable
21 for: (a) Class Counsel Fees; (b) Class Counsel Expenses; (c) Class Representative Service Award;
22 (d) Settlement Administration Costs; and (e) PAGA Payment. The Final Approval hearing shall
23 not be held earlier than thirty (30) calendar days after the Response Deadline. The Final
24 Approval hearing date may be continued without further notice to the Settlement Class. Notice of
25 Entry of Judgment shall be provided to the Settlement Class by posting the Judgment on the
26 Claims Administrator's website.

1 69. Nullification of Settlement Agreement. In the event: (a) the Court does not enter
2 the order for Preliminary Approval substantially in the form attached hereto as **Exhibit 3**; (b) the
3 Court does not finally approve the Settlement as provided herein; (c) the Court does not enter a
4 Judgment as provided herein; or (d) the Settlement does not become final for any other reason,
5 either Party may terminate this Settlement. The terminating Party shall give the other Party
6 (through its counsel) written notice of its decision to terminate no later than ten (10) calendar
7 days after receiving notice that one of the above enumerated events have occurred. Termination
8 shall have the following effects:

- 9 a. The Settlement Agreement shall be null and void and any order or judgment
10 entered by the Court in furtherance of this Settlement shall be treated as void from
11 the beginning.
- 12 b. The Parties and any funds to be awarded under this Settlement shall be returned to
13 their respective statuses as of the date and time immediately prior to the execution
14 of this Agreement, and the Parties shall proceed in all respects as if this Agreement
15 had not been executed.
- 16 c. The Parties shall pay, in equal amounts, all settlement administrator expenses
17 incurred.
- 18 d. In the event an appeal is filed from the Court's Judgment, or any other appellate
19 review is sought, administration of the Settlement shall be stayed pending final
20 resolution of the appeal or other appellate review.

21 70. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement
22 Class members pursuant to this Agreement shall be deemed not to be pensionable earnings and
23 shall not have any effect on the eligibility for, or calculation of, any of the employee benefits
24 (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class members.

25 71. Publicity and Communications Regarding Settlement.

- 26 a. Plaintiff and Class Counsel agree not to file a press release regarding the
27 Settlement, respond to press/media inquiries regarding the Settlement

(except to refer the person inquiring to the Court's file), or otherwise publicize the terms of this Settlement. This provision will not limit Plaintiff's or their counsel's ability to communicate with Settlement Class members about the Settlement and its terms so long as such communications are accurate and non-disparaging of Defendant.

- b. The Settlement shall remain confidential until a Motion for Preliminary Approval is filed with the Court. Plaintiff and Class Counsel agree not to discuss the terms of the Settlement with anyone, including Settlement Class members and may only acknowledge that a settlement subject to Court approval has been reached, until after the Motion for Preliminary Approval is filed. After the Motion for Preliminary Approval is filed, Plaintiff and Class Counsel may have direct communications with Settlement Class members as appropriate to effectuate the Settlement so long as such communications are accurate. This provision also does not apply to the Notice Packet, nor does it apply to Class Counsel's ability to describe the Settlement in declarations filed with the Court for approval or in any action to which Class Counsel is providing a declaration regarding their adequacy.

72. No Admission By the Parties. Defendant denies any and all claims alleged in this Action and denies any and all alleged wrongdoing whatsoever. This Agreement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession or omission by Defendant.

73. Disposition of Data. The Parties expressly agree that all data and information shared by Defendant before, at, and after the Parties' mediation of this matter is considered confidential settlement communications. Plaintiff and his counsel expressly agree to return this data to Defendant and/or to destroy and not use any copies of this data, including data pertaining to the random sample.

1 74. Exhibits and Headings. The terms of this Agreement include the terms set forth in
2 any attached **Exhibits 1-3**, which are incorporated by this reference as though fully set forth
3 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
4 headings of any paragraphs or sections of this Agreement are inserted for convenience of
5 reference only and do not constitute a part of this Agreement.

6 75. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
7 Action, except such proceedings necessary to implement and complete the Settlement, in
8 abeyance pending the Final Approval hearing to be conducted by the Court.

9 76. Amendment or Modification. This Agreement may be amended or modified only
10 by a written instrument signed by all Parties or their successors-in-interest.

11 77. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
12 Agreement among these Parties. No extrinsic oral or written representations or terms shall
13 modify, vary or contradict the terms of the Settlement Agreement unless made in writing and
14 signed by duly authorized representatives of all Parties.

15 78. No Prior Assignments. The Parties represent, covenant, and warrant that they have
16 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
17 encumber to any person or entity any portion of any claims, causes of action, demands, rights,
18 and liabilities of every nature and description released under this Settlement.

19 79. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
20 and represent they are expressly authorized by the Parties whom they represent to negotiate this
21 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
22 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
23 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
24 other and use their best efforts to effect the implementation of the Settlement. In the event the
25 Parties are unable to reach agreement on the form or content of any document needed to
26 implement the Settlement, or on any supplemental provisions that may become necessary to
27 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve

1 such disagreement. The person signing this Agreement on behalf of Defendant represents and
2 warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiff
3 represents and warrants that he is authorized to sign this Agreement and that he has not assigned
4 any claim, or part of a claim, covered by this Settlement to a third-party.

5 80. Binding on Successors and Assigns. This Agreement shall be binding upon, and
6 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 81. California Law Governs. All terms of this Agreement and the Exhibits hereto
8 shall be governed by and interpreted according to the laws of the State of California.

9 82. Counterparts. This Agreement may be executed in one or more counterparts. All
10 executed counterparts and each of them shall be deemed to be one and the same instrument
11 provided that counsel for the Parties to this Agreement shall exchange among themselves original
12 signed counterparts.

13 83. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
14 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
15 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
16 present and potential.

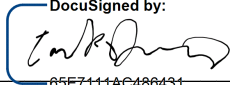
17 84. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the
18 interpretation, implementation and enforcement of the terms of this Agreement and all orders and
19 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
20 jurisdiction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

22 85. Invalidity of Any Provision. Before declaring any provision of this Agreement
23 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
24 so as to define all provisions of this Agreement valid and enforceable.

25 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
26
27

Plaintiff:

Date: June 14, 2022

DocuSigned by:

By: 65E7111AC480431...
Ericka Dominguez

Defendant:

Pet IQ, Inc., Community Veterinary Clinics,
LLC dba VIP Petcare, and VIP Petcare
Holdings, Inc.

Date: June 14, 2022

By: R. Michael Herrman
By: R. Michael Herrman
Its: EVP, General Counsel & Corp. Secretary

Approved as to form:

Date: June 14, 2022

KOUL LAW FIRM

By: 
Nazo Koulloukian, Esq.
Attorney for Plaintiff
ERICKA DOMINGUESZ

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**

Date: June 14, 2022

By: Alexander M. Chemers
Alexander M. Chemers, Esq.
Attorney for Defendants
COMMUNITY VETERINARY
CLINICS, LLC, dba VIP PETCARE,
PET IQ, INC., and VIP PETCARE
HOLDINGS, INC.

EXHIBIT 1

NOTICE OF SETTLEMENT OF CLASS ACTION

Ericka Dominguez v. Community Veterinary Clinics, LLC, et al.
Superior Court of the State of California, County of Los Angeles
Case No. 20STCV34601

To: all current and former non-exempt employees of Pet IQ, Inc., Community Veterinary Clinics, LLC dba VIP Petcare, and VIP Petcare, LLC, (collectively, “PetIQ”) who worked in the State of California at any time between September 8, 2016 and [REDACTED], 2022 and who did not previously enter into a release of claims (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend in person or telephonically. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2022 to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement you are estimated to receive approximately \$**INSERT AMOUNT** as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of eligible weeks you worked for PetIQ in California between September 8, 2016 and [REDACTED], 2022 (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement, you may “opt-out” of the settlement. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2022 (see Section V for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment, but you will preserve your right to pursue the Released Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.
OBJECT	If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by [REDACTED], 2022 (see Section V for more details on how to object).
DISPUTE YOUR NUMBER OF WORK WEEKS	If you believe that your number of Work Weeks listed above is incorrect, you may contact the Settlement Administrator to dispute your Work Week calculation (see Section IV for more details on how to dispute your Work Weeks). PetIQ’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Work Week calculation is inaccurate by [REDACTED], 2022

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Ericka Dominguez v. Community Veterinary Clinics, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV34601 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

PetIQ's records show that you were employed by PetIQ in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) during the Class Period, which runs between September 8, 2016 and [REDACTED], 2022. The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by PetIQ as a non-exempt employee in California at any time during the Class Period and did not already enter into a release of claims as to PetIQ, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On September 8, 2020, Plaintiff and Class Representative Ericka Dominguez, through her attorneys ("Class Counsel"), filed a class and PAGA representative action complaint against PetIQ and its owners for alleged wage and hour violations on behalf of all current and former non-exempt employees who were employed by PetIQ in California at any time since September 8, 2016. Plaintiff alleges that PetIQ violated various Labor Code sections by failing to pay wages for all hours worked, provide all required meal and rest breaks, timely pay final wages, provide accurate and complete wage statements, and other related claims.

PetIQ has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, PetIQ is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. PetIQ has agreed to settle the case as part of a compromise with Plaintiff and the Class Members.

The Court has not ruled on the merits of Plaintiff's claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, PetIQ and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm's length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to PetIQ, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by PetIQ, this Settlement will not affect your employment. It is entirely up to you whether to participate in the Settlement, and PetIQ will not take any adverse action against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the Class Members' attorneys?

Attorneys for the Class Members:

Nazo Koulloukian, Esq.
KOUL LAW FIRM
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Phone: (213) 761-5484
Fax: (818) 561-3938

IV. What are the terms of the Settlement?

On [PA DATE], the Court certified a class, for settlement purposes only, of all non-exempt employees employed by PetIQ in California at any time between September 8, 2016 and [REDACTED], 2022 (the “Settlement Class”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, (“Participating Class Members”) will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against PetIQ described below

Without admitting any wrongdoing, PetIQ has agreed to pay \$1,195,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved CPT Group to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$15,000 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency (“LWDA”). \$50,000 of the Total Maximum Settlement Fund will be allocated to Plaintiff’s claim under the Private Attorneys General Act of 2004 (“PAGA”). Of this amount, \$37,500 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$12,500 will be divided among PAGA Members. PAGA Members are a subset of the Settlement Class and include non-exempt employees who worked for PetIQ between May 14, 2019 and [insert PA date] (the “PAGA Period”) based on the number of weeks they worked during the PAGA Period. PAGA Members may not exclude themselves from the PAGA portion of this Settlement and will be deemed to have released the Released PAGA Claims regardless of whether they choose to opt out of the class action component of the Settlement (i.e. submit a Request for Exclusion and choose not to be a Participating Class Member.)

Service Payment to Class Representative. Class Counsel will ask the Court to award Class Representative a Service Payment in the amount of \$7,500 to Ericka Dominguez to compensate her for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also may receive a share of the Settlement as a Class Member and PAGA Member.

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the 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. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Fund. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of 35% (\$418,250.00) of the common fund Maximum Settlement Fund as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Maximum Settlement Fund, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$[REDACTED]. Compensable work weeks will be all Work Weeks that a Settlement Class Member worked in California during the Class Period. A Work Week includes any week in which a Class Member worked at least one shift/day during the week. To calculate each Individual Settlement Payment, the Settlement Administrator will divide the total Work Weeks of all Settlement Class Members into the Net Settlement Amount to determine a per “Work Week Value”. The Workweek Value will be multiplied by the number of

Work Weeks worked by each Settlement Class Member during the Class Period to determine the Individual Settlement Payment, prior to legal deductions, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out). This same formula will be applied when calculating payments to PAGA Members.

For each Settlement Class Member, the Weeks Worked at VIP during the Class Period will be calculated from PetIQ's records. PetIQ's records indicate that you worked for [TOTAL WORK WEEKS] Work Weeks in California during the Class Period of September 8, 2016, through [REDACTED], 2022. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before [REDACTED], 2022, with documentation to establish the number of weeks you claim to have actually worked for PetIQ in California between September 8, 2016 and [REDACTED], 2022 (excluding any leaves of absence). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded and to all PAGA Members. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member, so that the Participating Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. Twenty percent (20%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining eighty percent (80%) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, it will be reported on IRS Form 1099 as income. Participating Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, PetIQ and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Participating Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement. PetIQ shall separately pay the employers' share of any payroll tax obligations, which shall be reported through the Settlement Administrator.

Released Parties. Once the Court approves the proposed Settlement and enters Judgment, and PetIQ funds the Settlement, then the Settlement Agreement will bind all Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against PetIQ. Specifically, the Participating Class Members will fully release and discharge Pet IQ, Inc., Community Veterinary Clinics, LLC dba VIP Petcare, VIP Petcare, LLC, and their past, present and/or future subsidiaries, parent companies, affiliated companies, present and former representatives, associates, affiliates, divisions, owners, predecessors, successors, directors, officers, agents, employees, partners, lawyers, insurers, and reinsurers, and each of their respective predecessors, successors, heirs and assigns.

Class Released Claims. Each Participating Class Member will be deemed to release all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated damages, action, or causes of action of whatever kind or nature that were asserted, or could have been asserted, whether known or unknown, contingent or accrued, against them, under any statute, ordinance, regulation, order, or common law, arising out of or based upon the facts, theories, and/or claims alleged in the Action, including without limitation claims for wages, minimum wage, straight time, overtime, meal and rest period penalties, wage statement penalties, penalties for the untimely payment of wages during employment or at separation, expense reimbursement, and/or PAGA. This release includes, but is not limited to, any claims for restitution, equitable relief, wages, penalties, interest, and/or attorneys' fees and costs of any kind for the claims asserted in the Complaint. This release further includes all claims under the PAGA (California Labor Code section 2698 et seq.), and all claims including, but not limited to, claims pursuant to the California Labor Code, including Labor Code Sections 200-204, 207, 210, 218, 226, 226.3, 226.7, 510, 512, 518, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 or the California Business & Professions Code, any direct claims for violations of the Labor Code sections alleged as predicate violations to Plaintiff's unfair competition claim, any primary rights asserted by Plaintiff on behalf of the Settlement Class Members in the Class Period, and all claims for wages or compensation due for services based on any of the factual allegations in the Complaint. These released claims and damages are hereinafter referred to as "Released Claims." The time period governing

these Released Claims shall be at any time from September 8, 2016 and [insert PA Date], 2022 and it shall become effective when PetIQ funds the Settlement.

Released PAGA Claims. Each PAGA Member will be deemed to release all claims for civil penalties that were asserted, or could have been asserted, whether known or unknown, contingent or accrued, against Defendant or the Released Parties or any of them arising out of or based upon the facts, theories, and/or claims alleged in the PAGA Notice Letter and Amended PAGA Notice Letter filed by Plaintiff with the LWDA in this Action, including without limitation claims for wages, minimum wage, straight time, overtime, meal and rest period penalties, wage statement penalties, penalties for the untimely payment of wages during employment or at separation, or expense reimbursement. This release includes all claims under the PAGA (California Labor Code section 2698 et seq.), including, but not limited to Labor Code Sections 200-204, 207, 218, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, or 2802. The Released PAGA Claims shall be released as to Defendant and the Released Parties from the period beginning May 14, 2019, through [insert PA date] and shall become effective upon when PetIQ funds the settlement. All PAGA Members will be deemed to have released all Released PAGA Claims regardless of whether they request to be excluded from participation in the Settlement by filing a Request for Exclusion.

Conditions of Settlement. This 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.

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

To dispute the number of Weeks Worked, please provide all information and supporting documents to the Settlement Administrator by [insert response deadline], 2022. The Settlement Administrator shall review the information submitted and make the final determination, which will be presumed correct. Settlement Class members who receive a re-mailed Notice Packet shall have their Response Deadline extended fourteen (14) calendar days from the original Response Deadline.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the PetIQ and PetIQ will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [insert response deadline] 2022 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. Although you are not required to use specific language in your Request for Exclusion, your request must generally communicate: (1) your desire to be excluded from the Settlement, and (2) a statement indicating that you understand that you will not receive any money from the Settlement if you exclude yourself. You may communicate this as follows:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE DOMINGUEZ v. VIP LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [insert response deadline] 2022. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment; except that he or she is bound by the release of PAGA claims and will receive a pro rata share PAGA payment as a PAGA Member.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object, you must submit a written objection stating your full name, address, telephone number, dates of employment at PetIQ, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, [ADDRESS], by no later than [insert response deadline], 2022. Objections that do not include all required information, or that are not submitted timely, will not be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [redacted], 2022, at [redacted] a.m. in Department 01 of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012. You have the right to appear either in person or through your own attorney at this hearing. 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 [redacted], 2022. If you elect to appear in person, note that face masks are strongly recommended as of April 2, 2022, and you are encouraged to visit the court website at www.lacourt.org for covid related updates. You may also appear via telephone – for more information on telephonic appearances and to sign up, please visit <https://my.lacourt.org/laccwelcome>. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all Released Claims that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by PetIQ in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs and the Service Payment to the Class Representative on [redacted], 2022 at [redacted] a.m. in Department 01 of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement (the Settlement Agreement) at Office of the Clerk, Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, during regular court hours. You may also access filings online via the court's website at www.lacourt.org. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

IX. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is [REDACTED], 2022. The deadline for mailing an objection to the Settlement Administrator is [REDACTED], 2022. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

EXHIBIT 2

REQUEST TO BE EXCLUDED FROM CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Ericka Dominguez v. Community Veterinary Clinics, LLC, et al.

Case No. 20STCV34601

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

INSTRUCTIONS

IF YOU DO NOT WISH TO RECEIVE MONEY FROM THE SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any payment from the proposed settlement. You will **not** be bound by a judgment in this case and you will have the right to file your own lawsuit against Defendant and to pursue your own claims in a separate suit.

If you choose to exclude yourself, you must complete this form and send the signed form no later than [insert date 45-days after notice packets mailed] to [insert address].

- 1) NAME: _____
- 2) ADDRESS: _____
- 3) TELEPHONE NUMBER: _____
- 4) LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER: _____

I HEREBY CONFIRM THAT I WANT TO BE EXCLUDED FROM THE SETTLEMENT.

- 5) DATE: _____
- 6) SIGNATURE: _____

49223710.1

EXHIBIT 3

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2
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 ERICKA DOMINGUEZ, an individual, on) Case No.: 20STCV34601
11 behalf of herself and all others similarly)
12 situated,)

13 Plaintiffs,

14 vs.

15 COMMUNITY VETERINARY CLINICS,
16 LLC, dba VIP PETCARE, a Delaware limited
17 liability company, PET IQ, INC., a Delaware
18 Corporation, VIP PETCARE HOLDINGS,
INC., and DOES 1-50, inclusive,

19 Defendants.
20
21
22
23

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL**

1 The Court has before it the Motion for Preliminary Approval brought by Plaintiff
2 Ericka Dominguez. After reviewing the Motion for Preliminary Approval and the Class
3 Action Settlement Agreement (“Settlement Agreement”) filed with the Court, and good
4 cause appearing therefore, the Court hereby finds and orders as follows:

- 5 1. The Court finds on a preliminary basis that the settlement memorialized in the
6 Settlement Agreement appears to be fair, adequate and reasonable, falls within the
7 range of reasonableness, and therefore meets the requirements for preliminary
8 approval.
- 9 2. The Court conditionally certifies for settlement purposes only the following class:
10 “all individuals who are currently employed, or formerly have been employed, as
11 nonexempt hourly employees of Pet IQ, Inc., Community Veterinary Clinics, LLC
12 dba VIP Petcare, and/or VIP Petcare, LLC at any time from September 8, 2016, to
13 the date of preliminary approval and who did not previously enter into a release of
14 claims as to Defendant.”
- 15 3. The Court finds, for purposes of settlement only, that the Class meets the
16 requirements for certification under section 382 of the California Code of Civil
17 Procedure in that: (1) the Class is so numerous that joinder is impracticable; (2)
18 there are questions of law and fact that are common, or of general interest, to all
19 Settlement Class Members, which predominate over individual issues; (3) the
20 Named Plaintiff’s claims are typical of the claims of the Class; (4) the Named
21 Plaintiff and Plaintiff’s counsel will fairly and adequately protect the interests of
22 the Class; and (5) a class action is superior to other available methods for the fair
23 and efficient adjudication of the controversy.
- 24 4. The Court appoints for settlement purposes only, Named Plaintiff Ericka
25 Dominguez as class representative.
- 26 5. The Court appoints for settlement purposes only, Koul Law Firm, as Class
27 Counsel.
28

- 1 6. The Court appoints CPT Group, Inc. as the Settlement Administrator.
- 2 7. The parties are ordered to carry out the settlement according to the terms of the
- 3 Settlement Agreement.
- 4 8. The Court orders the following implementation schedule:
- 5 a. Deadline to mail notices to Class Members: _____, 2021.
- 6 b. Deadline for serving and filing Motion for Final Approval:
- 7 _____, 2021.
- 8 c. Final Approval Hearing: _____, 2021 at _____ a.m./p.m..
- 9 9. The Court approves, as to the form and content the Notice of Proposed Settlement
- 10 of Class Action ("Class Notice"), Request for Exclusion form, and Notice of
- 11 Objection form, which informs the members of the Class of the terms of the
- 12 proposed Settlement, the preliminary approval of the Settlement, and the
- 13 scheduling of the Final Approval Hearing. The Court finds that the dates selected
- 14 for the mailing and distribution of the Class Notice meet the requirements of due
- 15 process, provide the best notice practicable under the circumstances, and shall
- 16 constitute due and sufficient notice to all persons entitled thereto.
- 17 10. The Class Notice is hereby found to be the best means practicable of providing
- 18 notice under the circumstances, and, when completed, shall constitute due and
- 19 sufficient notice of the class action, proposed settlement, and the final approval
- 20 hearing to all persons affected by and/or authorized to participate in the settlement,
- 21 in full compliance with due process and the notice requirements of California
- 22 Code of Civil Procedure § 877.6.
- 23
- 24

25 IT IS SO ORDERED.

26 Dated: _____

27 _____
JUDGE OF THE SUPERIOR COURT