

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff Lisa Marie Jeffries (“Plaintiff”) on behalf of the other aggrieved employees (the “Aggrieved Employees” as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699 *et seq.*, the Private Attorneys General Act (“PAGA”) on the one hand, and Defendants James Delano, James Pogrel, and Franklin Utchen d/b/a Bishop Ranch Veterinary Ctr. & Urgent Care (collectively “Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as “the Parties.” (Capitalized terms used herein shall have the meanings set forth in Article I.)

This Agreement, and the settlement embodied herein shall be binding on Plaintiff and the Aggrieved Employees she represents and on the Defendants, subject to the approval of the Court.

Recitals

WHEREAS, on May 1, 2020, Plaintiff sent notice to the Labor and Workforce Development Agency (“LWDA”) of her intent to pursue a representative action pursuant to the Private Attorneys General Act of 2004, as codified in California Labor Code §2698 *et seq.* (“PAGA”), on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees (the “PAGA Notice”).

WHEREAS, on May 5, 2020, Plaintiff sent a supplemental notice to the LWDA, supplementing her PAGA Notice by alleging additional facts relating to Labor Code section 558.1.

WHEREAS, on July 7, 2020, Plaintiff filed a representative action entitled *Lisa Marie Jeffries v. James Delano, James Pogrel, and Franklin Utchen d/b/a Bishop Ranch Veterinary Ctr. & Urgent Care*, in the Superior Court of California, County of Contra Costa (the “Lawsuit”), asserting a representative claim for civil penalties payable to herself, other aggrieved employees, and the State of California pursuant to the California Private Attorneys General Act (“PAGA”) based on allegations that Defendants (1) failed to provide compliant rest periods and (2) failed to furnish accurate itemized wage statements in violation of the California Labor Code (“Representative PAGA Claims”).

WHEREAS, Defendants deny that there is any factual or legal basis for any of Plaintiff’s present or threatened claims;

WHEREAS, on July 16, 2020, the Parties attended an all-day mediation with experienced wage-and-hour mediator Michael Loeb, Esq. of JAMS. At the conclusion of mediation, the Parties agreed to resolve the Lawsuit, which was negotiated in light of all known facts and circumstances—including the difficulty of proving some of Plaintiff’s claims, potential defenses asserted by Defendants, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

WHEREAS, the Parties agree that Plaintiff will dismiss the Lawsuit and all claims alleged therein with prejudice.

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiff's Representative PAGA Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiff and the PAGA Members have against the Defendants and their past or present parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective predecessors, successors, assigns, and/or any officers, directors, employees, partners, agents, insurers, and/or any other individual or entity which could be liable for the acts of omissions of any Defendant. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by the Defendants of liability.

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claim, and have arrived at the settlement through extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, California Labor Code § 2699(k)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

WHEREAS, based on their own independent investigations and evaluations, Defendants and Plaintiff and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and is in the best interests of the Plaintiff, the PAGA Members, and the Defendants in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, PAGA Counsel believes that the settlement amount entered into is in the best interests of the PAGA Members and that the settlement for each PAGA Member is fair, reasonable, and adequate, given the inherent risk of litigation.

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claim, have investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary, and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, the Parties recognize that in accordance with Labor Code Section 2699(l) Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza vs. Nordstrom, Inc.* (2017) 2 Cal.5th 1074 ("PAGA authorizes a representative action without the need for class certification."); *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1123 ("a PAGA suit is fundamentally different than a class action" in that PAGA

has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”); *Williams vs. Sup. Ct.* (2017) 3 Cal.5th 531, 546-547 (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class.”).

THEREFORE, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

Article I.

Definitions

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) **“Lawsuit”** shall refer to the lawsuit entitled: *Lisa Marie Jeffries v. James Delano, James Pogrel, and Franklin Utchen d/b/a Bishop Ranch Veterinary Ctr. & Urgent Care*, in the Superior Court of California, County of Contra Costa.
- (b) **“Aggrieved Employees”** are defined as: all employees employed by Defendants in California from May 1, 2019 through the date the Court enters the order approving the settlement as described in the Agreement.

Defendants represent the PAGA size is approximately 163 individuals, who collectively worked 3,429 payroll periods from the start of the relevant period through the date of mediation (July 16, 2020), and this estimate serves as the basis for Plaintiff’s acceptance of the settlement.

- (c) **“Court”** means the Superior Court for the State of California, County of Contra Costa.
- (d) **“Defense Counsel”** or **“Counsel for Defendants”** is:

Hieu Williams
Gordon Rees Scully Mansukhani, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

- (e) **“Effective Date”** means the date the Court enters the order approving the settlement as described in this Agreement.

(f) **“Plaintiff’s Counsel”** is:

Manny Starr
Daniel Ginzburg
FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, CA 91302

- (g) **“Release Period”** means the time period from May 1, 2019, through the date the Court enters the order approving the settlement as described in the Agreement.
- (h) **“Released Claims”** means: Any and all facts and claims asserted in the Lawsuit or any other claims, under PAGA, that could have been asserted in the Action based on the facts alleged, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: rest breaks and wage statement violations, including but not limited to violations of Labor Code §§ 226, 226.3, and 226.7 as well as IWC Wage order 4-2001, Section 12.
- (i) **“Released Parties”** means Defendants James Delano, James Pogrel, and Franklin Utchen d/b/a Bishop Ranch Veterinary Ctr. & Urgent Care and their past or present parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective predecessors, successors, assigns, and/or any officers, directors, employees, partners, agents, insurers, and/or any other individual or entity which could be liable for the acts of omissions of any Defendant.
- (j) **“Settlement Administrator”** refers to Phoenix Settlement Administrators
- (k) **“Settlement”** or **“Agreement”** refers to the settlement of the PAGA Claims reached by the Parties of the Lawsuit.
- (l) **“Total Settlement Amount”** means: the amount Defendants agree to pay, in accordance with the terms set forth herein, in full settlement of this Lawsuit, which is the total sum of \$80,000.00 (EIGHTY THOUSAND Dollars and ZERO Cents). The Total Settlement Amount includes payments to Plaintiff and the Aggrieved Employees, attorneys’ fees, litigation costs, any enhancements to Plaintiff, administration fees, PAGA civil penalties, and any employer tax contributions deemed necessary.

Article II.

Approval and Implementation of Settlement.

Section 2.01 Allocation of the Total Settlement Amount.

The Parties will cooperate in obtaining through written stipulation, settlement approval application, or unopposed motion if a motion is required, an Order from the Court approving the payment of the Total Settlement Amount as follows:

- i) Plaintiff's Counsel shall request and be paid up to one third of the Total Settlement Amount or \$26,666.67 for attorneys' fees ("Plaintiff's Counsel's Fees"). If Plaintiff's Counsel's request of a third of the Total Settlement Amount is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will revert to the Aggrieved Employees. Defendants agree not to oppose a fee request by Plaintiff's counsel in the foregoing amount.
- ii) Plaintiff's Counsel shall request up to \$4,500.00 of the Total Settlement Amount as reimbursement of expenses incurred in the Lawsuit. If Plaintiff's Counsel's request for reimbursement of litigation costs is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will revert to the Aggrieved Employees. Defendants agree not to oppose a request for reimbursement of litigation costs in the foregoing amount.
- iii) Plaintiff's Counsel shall request up to \$1,500.00 as an enhancement for the named Plaintiff ("Plaintiff's Enhancement"). If Plaintiff's Counsel's request for the Enhancement is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will revert to the Aggrieved Employees.
- iv) Plaintiff's counsel shall request \$2,500.00 of the Total Settlement Amount as payment to the Settlement Administrator for costs incurred by the Settlement Administrator in connection with the Settlement, including mailing of the Notice of PAGA Settlement described herein. These costs shall not exceed \$2,500.00. To the extent they exceed this amount, they shall be paid from the Total Settlement Amount. To the extent they fall below this amount, they shall be added to the amount distributable to the Aggrieved Employees and the LWDA.
- v) Employer tax contributions, if any are deemed required.
- vi) The remainder of the Gross Settlement Amount (the "Net Settlement Amount") after deducting the items (i-v) herein is approximately \$44,833.33 and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75% paid to the LWDA (the "LWDA PAGA Portion") and 25% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") on a pro-rata basis, based on the amount of pay periods worked by each Aggrieved Employee.

In the event the number of Aggrieved Employees increases by fifteen percent (15%) or more above the currently estimated 163 individuals, the Parties agree that the Total Settlement Amount, as well as the associated settlement allocations, shall be increased proportionately by the same percentage. In the event the total payroll periods collectively worked by the Aggrieved Employees increase by fifteen percent (15%) or more above the currently estimated 3,429 payroll periods, the Parties agree that the Total Settlement Amount, as well as the associated settlement allocations, shall be increased proportionately by the same percentage.

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement.

Section 2.02 Court Approval.

The Parties will seek to obtain the Court's approval of the payment of PAGA penalties as described in this Agreement by way of a stipulation, settlement approval application, or unopposed motion to be filed by Plaintiff's Counsel or as directed by the Court. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of the Total Settlement Amount as described in this Agreement shall be embodied in a written Order.

Section 2.03 Notice to Aggrieved Employees.

(a) Notice.

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than thirty (30) calendar days after the Court approves this Agreement, Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees' List shall state the first name and last name in separate columns for each Aggrieved Employee; the last known home address for each Aggrieved Employee; each Aggrieved Employee's social security number; the periods of time during the Release Period during which each held a non-exempt position during the Release Period; and each Aggrieved Employee's respective number of pay periods worked for Defendants during the Release Period.
- (2) No later than sixty (60) calendar days after the Effective Date, the Settlement Administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit "A") together with a settlement payment to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement that is

returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database.

Section 2.04 Settlement Payment Procedures.

(a) Deposit of Settlement Sum with Settlement Administrator.

No later than thirty (30) calendar days after the Effective Date, Defendants shall deposit the Total Settlement Amount with the Settlement Administrator.

(b) Net Settlement Amount Payments.

Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA; the remaining twenty-five percent (25%) of the Net Settlement Amount (the "Aggrieved Employees' PAGA Portion") shall be paid to Aggrieved Employees based on the following formula:

The total Aggrieved Employees' portion of the Net Settlement Amount shall be divided by the total pay periods worked by all Aggrieved Employees during the Release Period to yield the "California Employee Settlement Share Value." Each Aggrieved Employee shall be paid their individual total pay periods worked for Defendants in California during the Release Period multiplied by the California Employee Settlement Share Value.

All Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. Any settlement checks remaining uncashed after one hundred eighty (180) days shall cause that an Aggrieved Employee's payment to be distributed to Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 et seq., for the benefit of that Aggrieved Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, as the entire Net Settlement will be paid out to Aggrieved Employee. Therefore, Defendants will not be required to pay any interest on said amount. In the event that an Aggrieved Employee's Individual Settlement Payment is distributed to the Controller of the State of California, the terms of the final judgment and the Release of Claims will nevertheless be binding upon that Aggrieved Employee.

(c) Attorneys' Fees and Costs and Enhancement Payment.

Within twenty-one (21) calendar days of receipt of the first deposit of the Total Settlement Amount by the Settlement Administrator from Defendants, the Settlement Administrator shall pay the court approved attorneys' fees and costs to Plaintiff's Counsel and the enhancement to Plaintiff.

(d) Settlement Administrator Expenses.

Within twenty-one (21) calendar days of receipt of the first deposit of the Total Settlement Amount by the Settlement Administrator from Defendants, the settlement administrator shall pay itself up to the \$2,500.00 allocated to it for administration fees.

Section 2.05 Dismissal.

Plaintiff and Defendants will jointly submit an order to be entered by the Court to enforce this Agreement, the Order granting approval of the Settlement, and dismissing this case with prejudice. The Final Dismissal Order will be submitted concurrently with the documents asking the court to approve the settlement.

Article III.
Limitations On Use Of This Settlement.

Section 3.01 No Admission.

Defendants deny liability or any wrongdoing to Plaintiff and to the Aggrieved Employees upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Lawsuit.

Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Agreement.

None of the documents produced or created by Plaintiff or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Section 3.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Lawsuit or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 3.03 Nullification.

- (a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article IV.

Release and Waiver of Claims.

Section 4.01 Aggrieved Employees' Release of PAGA Claims

Upon the final approval by the Court of this Settlement, Plaintiff and each Aggrieved Employee, shall, for the Release Period, fully release and forever discharge Defendants and the Released Parties, including their present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, including any individual or entity that could be jointly liable with Defendants from the Released Claims that arose during the Release Period.

Article V.

Miscellaneous Provisions.

Section 5.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 5.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendants and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 5.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 5.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 5.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Lawsuit.

Section 5.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 5.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 5.08 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendants and Plaintiff shall each bear their own attorney's fees and costs.

Section 5.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 5.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 5.11 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the dismissal of this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Lawsuit over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

Section 5.12 Communications

All 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:

To Defendants: Hieu Williams, Gordon Rees Scully Mansukhani, LLP, 275 Battery Street, Suite 2000, San Francisco, CA 94111.

To Plaintiff: Manny Starr, Frontier Law Center, 23901 Calabasas Road, #2074, Calabasas, CA 91302.

Article VI.

Confidentiality

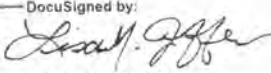
Section 6.01 Confidentiality.

Plaintiff agrees that, other than necessary to obtain approval of the Settlement, she has not and will not publish the results of the Settlement. In response to any inquiries, Plaintiff will state that "the case was resolved, and it was resolved confidentially."

IN WITNESS WHEREOF, the Parties have executed this Private Attorney General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: 07/16/20 | 5:50 PDT, 2020

DocuSigned by:

FBCCEAA047F34A0

Plaintiff Lisa Marie Jeffries

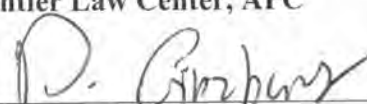
Dated: _____, 2020

For Defendants Bishop Ranch Veterinary
Center. & Urgent Care

APPROVED AS TO FORM AND CONTENT:

Dated: 07/16, 2020

Frontier Law Center, APC



Daniel Ginzburg
Attorney for Plaintiff and Aggrieved Employees

Dated: _____, 2020

Gordon Rees Scully Mansukhani, LLP

Hieu Williams
Attorneys for Defendants

IN WITNESS WHEREOF, the Parties have executed this Private Attorney General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: _____, 2020

Plaintiff Lisa Marie Jeffries

Dated: July 16, 2020

Jan Z Jano
For Defendants Bishop Ranch Veterinary
Center & Urgent Care

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2020

Frontier Law Center, APC

Manny M. Starr
Attorney for Plaintiff and Aggrieved Employees

Dated: July 16, 2020

Gordon Rees Scully Mansukhani, LLP

Hieu Williams
Hieu Williams
Attorneys for Defendants