

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA – SOUTH COUNTY

BRET CHECKETTS, an individual, on behalf
of himself, and on behalf of all persons similarly
situated;

Plaintiffs,

vs.

ADVANCED VETERINARY SPECIALTY,
INC., a California corporation; ANDREA L.
WELLS, an individual; MATT HERNANDEZ,
an individual; and DOES 1 through 50 inclusive

Defendants.

Case No. 20CV03056

**JOINT STIPULATION OF CLASS ACTION
AND PRIVATE ATTORNEYS GENERAL
ACT (PAGA) SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT**
2 **(PAGA) SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class Action and Private Attorneys General Act Settlement and Release
4 ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiffs BRET
5 CHECKETTS and SERGIO GARCIA ("Plaintiffs" or "Class Representatives"), as individuals and on
6 behalf of all others similarly situated, on the one hand, and Defendants ADVANCED VETERINARY
7 SPECIALTY, INC., ANDREA L. WELLS, and MATT HERNANDEZ ("Defendants"), on the other
8 hand, (Defendants collectively with Plaintiffs, the "Parties" or individually a "Party").

9 **DEFINITIONS**

10 The following definitions are applicable to this Settlement Agreement. Definitions contained
11 elsewhere in this Settlement Agreement will also be effective:

- 12 1. "Action" means *Bret Checketts, et al. v Advanced Veterinary Specialty, Inc., et al.* -
13 Santa Barbara Superior Court Case No. 20CV03056.
- 14 2. "Agreement," "Stipulation," "Settlement," "Settlement Agreement" or "Release" shall
15 mean this Joint Stipulation of Class Action and PAGA Settlement and Release, including any attached
16 Exhibits.
- 17 3. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and
18 approved by the Court for Class Counsel's litigation and resolution of the Action, and all out-of-pocket
19 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to the
20 mediator's fees, fees and expenses of experts, investigation expenses, postage, telephone, and
21 photocopying charges, costs associated with documenting the Settlement, providing any notices required
22 as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering
23 the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request
24 attorneys' fees not in excess of one-third (1/3) of the Class Settlement Amount, or Two Hundred Ninety
25 One Thousand Six Hundred Sixty Seven Dollars and Zero Cents (\$291,667.00). The Attorneys' Fees
26 and Costs will also mean and include the additional reimbursement of any costs and expenses associated
27 with Class Counsel's litigation and settlement of the Action, up to Ten Thousand Dollars and Zero Cents
28 (\$10,000.00), subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's

request for fees and reimbursement of costs as set forth above.

4. “Class Counsel” means The Law Offices of David R. Greifinger.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security number; and dates of employment;

6. “Class Member(s)” or “Settlement Class” means all persons who are or were hourly paid employees of ADVANCED VETERINARY SPECIALTY, INC., ANDREA L. WELLS, and/or MATT HERNANDEZ, in the State of California, at any time during the Class Period.

7. “Class Period” means the period from September 22, 2016, through the date of Preliminary Approval of this Settlement.

8. “Class Representative Enhancement Payments” means the amounts to be paid to the named Class Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of Ten Thousand Dollars and Zero Cents (\$10,000.00) to BRET CHECKETTS and Five Thousand Dollars and Zero Cents (\$5,000.00) to SERGIO GARCIA.

9. “Class Settlement Amount” means the Class Settlement Amount of Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00), to be paid by Defendants in full satisfaction of all Released Claims arising from the Action, which includes all Individual Settlement Payments to Participating Class Members, Attorneys’ Fees and Costs to Class Counsel, the Class Representative Enhancement Payments to Plaintiffs, the Labor and Workforce Development Agency Payment, and Settlement Administration Costs to the Settlement Administrator. This Class Settlement Amount has been agreed to by Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Class Settlement Amount. There will be no reversion of the Class Settlement Amount to Defendants.

1 Defendants will be separately responsible for any employer payroll taxes required by law, including but
2 not limited to the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Class
3 Settlement Amount.

4 10. “Court” means the Santa Barbara County Superior Court.

5 11. “Defendants” means Defendants ADVANCED VETERINARY SPECIALTY, INC.,
6 ANDREA L. WELLS, and MATT HERNANDEZ.

7 12. “Effective Date” means the later of:

8 (i) if no timely objections are filed, or are withdrawn prior to Final Approval, then
9 the date of Final Approval; or

10 (ii) (ii) if a Class Member files an objection to the Settlement, and intervenes into
11 the action pursuant to California Code of Civil Procedure section 387, the
12 Effective Date shall be the sixty-five (65) calendar days after the date of Final
13 Approval, provided no appeal is initiated by an objector; or

14 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the
15 date of final resolution of that appeal (including any requests for rehearing
16 and/or petitions for certiorari), resulting in final judicial approval of the
17 Settlement.

18 13. “Final Approval” means the date on which the Court enters an order granting final
19 approval of the Settlement Agreement.

20 14. “Individual Settlement Payment” means each Participating Class Member’s respective
21 share of the Net Settlement Amount.

22 15. “Labor and Workforce Development Agency Payment” means the amount that the
23 Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection
24 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code, §§ 2698, et seq.,
25 “PAGA”). The Parties have agreed that Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the
26 Class Settlement Amount will be allocated to the resolution of Class Members’ claims arising under
27 PAGA, Seventy-Five Percent (75%) of which, or Thirty Seven Thousand Five Hundred Dollars and
28 Zero Cents (\$37,500.00), will be paid to the LWDA, and Twenty-Five Percent (25%), or Twelve

1 Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be included in the Net Settlement
2 Amount.

3 16. "Net Settlement Amount" means the portion of the Class Settlement Amount remaining
4 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
5 Labor and Workforce Development Agency Payment, and Settlement Administration Costs. The Net
6 Settlement Amount will be distributed to Participating Class Members. There will be no reversion of the
7 Net Settlement Amount to Defendants.

8 17. "Notice of Objection" means a Class Member's valid and timely written objection to the
9 Settlement Agreement. For the Notice of Objection to be valid, it must include:

- 10 (i) the objector's full name, signature, address, and telephone number;
- 11 (ii) a written statement of all grounds for the objection accompanied by any legal
12 support for such objection;
- 13 (iii) copies of any papers, briefs, or other documents upon which the objection is
14 based; and
- 15 (iv) a statement whether the objector intends to appear at the final fairness and
16 approval hearing. Any Class Member who does not submit a timely written
17 objection to the Settlement, or who fails to otherwise comply with the specific
18 and technical requirements of this section, will be foreclosed from objecting to
19 the Settlement and seeking any adjudication or review of the Settlement, by
20 appeal or otherwise.

21 18. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
22 attached as Exhibit A.

23 19. "Parties" means Plaintiffs and Defendants collectively.

24 20. "Participating Class Members" means all Class Members who do not submit timely and
25 valid Requests for Exclusion.

26 21. "Plaintiffs" means Plaintiffs Bret Checketts and Sergio Garcia.

27 22. "Preliminary Approval" means the Court order granting preliminary approval of the
28 Settlement Agreement.

23. “Released Claims” means all claims, rights, demands, liabilities, and causes of action under California law, state law, the federal Fair Labor Standards (FLSA), federal law, or local law, whether statutory, common law or administrative law, including all associated claims for penalties, premium pay, liquidated damages, injunctive relief, restitution, punitive damages, interest, attorneys’ fees and costs that were asserted or could have been asserted based on the facts alleged in the operative complaint during the Class Period, including allegations of: (1) failure to properly institute an alternative workweek schedule; (2) unpaid overtime; (3) unpaid minimum wages; (4) meal break violations; (5) rest break violations; (6) failure to provide itemized statements and maintain accurate payroll records; (7) violations of the California Occupational Safety and Health Act of 1973; (8) failure to timely pay wages upon termination of employment (California Labor Code § 203); (9) violation of California Labor Code § 558; (10) failure to reimburse business expenses; (11) failure to provide adequate seating; (12) violation of California Business & Professions Code sections 17200, et seq., based on the preceding claims; and (13) civil penalties asserted under PAGA (California Labor Code sections 2698, et seq.).

24. “Released Parties” means Defendants and their subsidiaries, affiliates, parent companies and attorneys, and each of their company-sponsored employee benefit plans and their respective successors and predecessors in interest, as well as their respective past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, administrators, fiduciaries, trustees, accountants, auditors, consultants, insurers and reinsurers.

25. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must:

- (i) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion;
- (ii) be signed by the Class Member;
- (iii) be returned to the Settlement Administrator;
- (iv) clearly state that the Class Member does not wish to be included in the Settlement; and
- (v) be faxed or postmarked on or before the Response Deadline.

26. “Response Deadline” means the deadline by which Class Members must postmark or

1 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
2 Settlement Administrator. The Response Deadline will be thirty (30) calendar days from the initial
3 mailing of the Notice Packet by the Settlement Administrator, unless the thirtieth (30th) calendar day
4 falls on a Sunday or state holiday, in which case the Response Deadline will be extended to the next day
5 on which the U.S. Postal Service is open.

6 27. "Settlement Administration Costs" means the costs payable from the Class Settlement
7 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
8 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class
9 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
10 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,
11 any Settlement Administration costs in excess of the amount represented by the Settlement
12 Administrator as being the maximum costs necessary to administer the Settlement. Based on an
13 estimated Settlement Class of approximately 139 Class Members, the Settlement Administration Costs
14 are currently estimated to be Eight Thousand Dollars (\$8,000).

15 28. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
16 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
17 administering this Settlement. The Parties each represent that they do not have any financial interest in
18 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
19 could create a conflict of interest.

20 29. "Workweeks" means the number of days of employment by ADVANCED
21 VETERINARY SPECIALTY, INC, ANDREA L. WELLS, or MATT HERNANDEZ for each Class
22 Member during the Class Period based on the Class Member's dates of employment, , dividing by seven
23 (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one
24 Workweek. The Settlement Administrator will be responsible for calculating all Class Members'
25 Workweeks after receiving the Class List.

26 **TERMS OF AGREEMENT**

27 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as
28 follows:

1 30. First Amended Complaint. As a condition of settlement, the Parties will stipulate to the
2 filing of a First Amended Complaint (“FAC”) to conform the pleadings with the scope of the Settlement
3 and Released Claims, and to name SERGIO GARCIA as an additional Named Plaintiff and Class
4 Representative. Defendants will not be required to file an answer or other responsive pleading to the
5 FAC. If, for any reason, the Court does not grant Preliminary or Final Approval of the Settlement, or if
6 the Settlement does not become final and effective for any reason, then Plaintiff SERGIO GARCIA shall
7 dismiss all claims he asserts in the FAC without prejudice and within three (3) business days of the
8 Court’s order denying approval of the Settlement or within three (3) business day of the Settlement’s
9 termination or invalidation. The Parties additionally agree that all applicable statutes of limitation for
10 Plaintiff SERGIO GARCIA’s claims will be tolled effective March 15, 2021 to the filing date of a
11 separate lawsuit under PAGA or ten (10) days after either SERGIO GARCIA or Defendants given
12 notice of the termination of the tolling agreement, which SERGIO GARCIA and Defendants agree to
13 enter into, whichever first occurs.

14 31. Funding of the Class Settlement Amount. Within twenty (20) calendar days of the
15 Effective Date, Defendant will make a one-time deposit of the Class Settlement Amount of Eight
16 Hundred Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00) into a Qualified Settlement
17 Account to be established by the Settlement Administrator. If the deadline to fund the settlement falls on
18 a Saturday, Sunday, or holiday, the deadline to fund the Settlement shall be extended to the next business
19 day. Defendant will pay the employer’s share of payroll taxes separately. After the Effective Date, the
20 Class Settlement Administrator will be charged with distributing: (i) Individual Settlement Payments
21 paid from the Net Settlement Amount; (ii) the Labor and Workforce Development Agency Payment;
22 (iii) the Class Representative Enhancement Payments; (iv) Attorneys’ Fees and Costs; and (v) Settlement
23 Administration Costs.

24 32. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or
25 motion by Class Counsel for Attorneys’ Fees and Costs of not more than Two Hundred Ninety-One
26 Thousand Six Hundred Sixty-Seven Dollars and Zero Cents (\$291,667.00), plus the reimbursement of
27 all out-of-pocket costs and expenses associated with Class Counsel’s litigation and settlement of the
28 Action (including expert fees, investigations expenses, photocopying, etc.), not to exceed Ten Thousand

Dollars and Zero Cents (\$10,000.00), both of which will be paid from the Class Settlement Amount.

33. Class Representative Enhancement Payments. In exchange for a general release, and in recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any application or motion for Class Representative Enhancement Payments of Ten Thousand Dollars and Zero Cents (\$10,000.00) to BRET CHECKETTS and Five Thousand Dollars and Zero Cents (\$5,000.00) to SERGIO GARCIA. The Class Representative Enhancement Payments will be paid from the Class Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments. The Class Representatives agree to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payments. Should the Court reduce the Class Representative Enhancement Payments, any such reduction shall revert to the Net Settlement distributed to Class Members.

34. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Class Settlement Amount, which is currently estimated to be Eight Thousand Dollars and Zero Cents (\$8,000.00). These costs, which will be paid from the Class Settlement Amount, will include, inter alia, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Class Settlement Amount, and providing necessary reports and declarations.

35. Acknowledgment of Potential Settlement Administration Cost Increases. The Parties acknowledge that Settlement Administration Costs may increase above the current estimate of Eight Thousand Dollars and Zero Cents (\$8,000.00) and that any such additional Settlement Administration Costs will be paid out of the Class Settlement Amount. Any portion of the estimated or designated Settlement Administration Costs which are not in fact required to fulfill the administration of the Settlement shall become part of the Net Settlement Amount.

36. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties agree that the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Class

Settlement Amount will be designated for satisfaction of Plaintiffs' and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be included in the Net Settlement Amount.

37. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Class Members as Individual Settlement Payments. No portion of the Net Settlement Amount will revert to or be retained by Defendants.

38. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80%) will be allocated as non-wages (e.g., penalties and interest) for which IRS Forms 1099-MISC will be issued.

39. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period. The Settlement Administrator shall calculate Individual Settlement Payments as follows:

39(a) The Settlement Administrator will first calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period.

39(b) To determine each Class Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. Each Class Member's Individual Settlement Payment will then be apportioned pursuant to the percentages listed in Paragraph 37.

- 1 39(c) The Individual Settlement Payments will be reduced by any required
2 deductions for each Participating Class Member as specifically set forth
3 herein, including employee-side tax withholdings or deductions.
- 4 39(d) The entire Net Settlement Amount will be disbursed to all Class Members
5 who do not submit timely and valid Requests for Exclusion. If there are any
6 valid and timely Requests for Exclusion, the Settlement Administrator shall
7 proportionately increase the Individual Settlement Payment for each
8 Participating Class Member according to the number of Workweeks
9 worked, so that the amount actually distributed to the Settlement Class
10 equals 100% of the Net Settlement Amount.
- 11 39(e) Individual Settlement Payment checks will contain the following printed
12 notice advising Class Members that by cashing, depositing or otherwise
13 negotiating their Individual Settlement Payment checks, they are
14 affirmatively opting into the settlement for purposes of the FLSA: “BY
15 CASHING THIS CHECK YOU ARE AGREEING TO THE TERMS OF
16 THE SETTLEMENT REACHED IN CHECKETTS, ET AL. V.
17 ADVANCED VETERINARY SPECIALTY, INC., ET AL., CASE NO.
18 20CV03056, AND AGREE TO OPT-IN TO THE SETTLEMENT AND
19 TO RELEASE CLAIMS UNDER THE FAIR LABOR STANDARDS
20 ACT PURSUANT TO THE SETTLEMENT.”

21 40. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
22 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
23 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
24 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
25 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
26 Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions,
27 or amounts to which any Class Members may be entitled under any benefit plans.

28 41. Administration Process. The Parties agree to cooperate in the administration of the

1 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
2 administration of the Settlement.

3 42. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
4 Defendant will provide the Class List to the Settlement Administrator. If the deadline to provide the
5 Class List falls on a Saturday, Sunday, or holiday, the deadline to fund the Settlement shall be extended
6 to the next business day.

7 43. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
8 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via
9 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
10 List.

11 44. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
12 Administrator will perform a search based on the National Change of Address Database for information
13 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
14 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
15 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
16 Administrator will indicate the date of the re-mailing on the Notice Packet. If no forwarding address is
17 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
18 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
19 involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed
20 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar
21 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
22 objection to the Settlement.

23 45. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide:

- 24 (i) information regarding the nature of the Action;
- 25 (ii) a summary of the Settlement's principal terms;
- 26 (iii) the Settlement Class definition;
- 27 (iv) the total number of Workweeks each respective Class Member worked for
28 Defendant during the Class Period;

- 1 (v) each Class Member's estimated Individual Settlement Payment and the formula
2 for calculating Individual Settlement Payments;
3 (vi) the dates that comprise the Class Period;
4 (vii) instructions on how to submit Requests for Exclusion or Notices of Objection;
5 (viii) the deadlines by which the Class Member must postmark or fax Request for
6 Exclusions, or postmark Notices of Objection to the Settlement; and
7 (ix) the claims to be released.

8 46. Disputed Information on Notice Packets. Class Members will have an opportunity to
9 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
10 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
11 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will
12 decide all disputes over the number of Workweeks for Class Members. Defendants' records will be
13 presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class
14 Member and will make the final decision as to the merits of the dispute. All disputes will be decided by
15 the Settlement Administrator within ten (10) business days of the Response Deadline and the Settlement
16 Administrator's decision shall be final and not subject to appeal.

17 47. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
18 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
19 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
20 receiving the defective submission to advise the Class Member that his or her submission is defective
21 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
22 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
23 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
24 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

25 48. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
26 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
27 Administrator by the Response Deadline. For Requests for Exclusion that are mailed to the Settlement
28 Administrator, the postmark date will be the exclusive means to determine whether a Request for

1 Exclusion has been timely submitted.

2 49. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
3 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
4 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
5 Claims during the Class Period, as well as any Judgment that may be entered by the Court if it grants
6 final approval to the Settlement.

7 50. Releases by Participating Class Members. Upon the Effective Date, and except as to
8 rights or claims that may be created by this Settlement Agreement, each Participating Class Member,
9 together and individually, on their behalf and on behalf of their respective spouses, heirs, executors,
10 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
11 Parties, or any of them, from each of the Released Claims during the Class Period.

12 51. Subject to and in accordance with the provisions of the Settlement Agreement, even if
13 Class Members may hereafter discover facts in addition to or different from those which they now know
14 or believe to be true with respect to the subject matter of the Released Claims, Class Members shall be
15 deemed to have and by operation of the Final Judgment shall have, fully, finally and forever settled and
16 released any and all Released Claims. This is true whether the Released Claims are known or unknown,
17 suspected or unsuspected, which now exist or heretofore have existed under any theory of law or equity
18 now existing or coming into existence in the future, including but not limited to conduct that is negligent,
19 intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent
20 discovery or existence of such different or additional facts.

21 52. Class Members will be deemed to have acknowledged and agreed that their claims for
22 wages and/or penalties in the Action are disputed, and that their Individual Settlement Payments
23 constitute payment of all sums allegedly due to them. Class Members will be deemed to have
24 acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Individual
25 Settlement Payments. That section provides in pertinent part as follows:

26 **“An employer shall not require the execution of a release of a claim or right on account of**
27 **wages due, or to become due, or made as an advance on wages to be earned, unless**
28 **payment of those wages has been made.”**

1 53. Objection Procedures. To object to the Settlement Agreement, a Class Member must
2 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
3 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
4 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
5 determining that the Notice of Objection is timely. Class Members who fail to object in the manner
6 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed
7 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class
8 Members who postmark timely Notices of Objection will have a right to appear at the Final Approval
9 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
10 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
11 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
12 Class Members with respect to any such objections to this Settlement.

13 54. Certification Reports Regarding Individual Settlement Payment Calculations. The
14 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
15 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to
16 the Settlement, and whether any Class Member has submitted a challenge to any information contained
17 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties
18 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

19 55. Distribution Timing of Individual Settlement Payments. Within thirty (30) calendar days
20 of the Effective Date, the Settlement Administrator will issue payments to:

- 21 (i) Participating Class Members;
22 (ii) the Labor and Workforce Development Agency;
23 (iii) Plaintiffs; and
24 (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself
25 for Court-approved services performed in connection with the Settlement.

26 56. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
27 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
28 more than one hundred and twenty (120) calendar days after issuance will be tendered to the State

1 Controller's Office, Unclaimed Property Division. Uncashed Individual Settlement Payment checks will
2 not be reissued.

3 57. Certification of Completion. Upon completion of administration of the Settlement, the
4 Settlement Administrator will provide a written declaration under oath to certify the completion to the
5 Court and counsel for all Parties.

6 58. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
7 will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any W-2,
8 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
9 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
10 appropriate government authorities.

11 59. Administration Costs if Settlement Fails. If the Settlement is voided or rejected by the
12 Court, any costs incurred by the Settlement Administrator will be paid equally by the Parties (half by
13 Defendants and half by Class Counsel),, unless otherwise specified in this Agreement.

14 60. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
15 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
16 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this
17 regard. Class Representatives, Class Members, and Class Counsel understand and agree that they will be
18 solely responsible for the payment of any taxes and penalties assessed on the payments described herein
19 and will defend, indemnify, and hold Defendants free and harmless from and against any claims
20 resulting from treatment of such payments as non-taxable damages.

21 61. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
22 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
23 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
24 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
25 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
26 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
27 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
28 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES

1 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
2 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
3 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
4 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
5 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
6 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
7 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
8 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
9 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
10 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
11 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
12 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
13 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
14 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
15 AGREEMENT.

16 62. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
17 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
18 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
19 action or right herein released and discharged.

20 63. Nullification of Settlement Agreement. In the event that: (i) the Court does not grant
21 final approval of the Settlement as provided herein; or (ii) the Settlement does not become final for any
22 other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be
23 null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
24 will likewise be treated as void from the beginning.

25 64. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
26 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
27 Order for:

28 (i) conditional certification of the Settlement Class for settlement purposes only,

- (ii) preliminary approval of the proposed Settlement Agreement,
(iii) setting a date for a final-fairness hearing.

The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval and agrees to provide drafts of all documents it intends to file with the Court in support of Plaintiffs' motion for Preliminary Approval to Defendants' counsel for their review and comment at least five (5) calendar days before filing same with the Court.

65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for:

- (i) Attorneys' Fees and Costs;
- (ii) the Class Representative Enhancement Payments;
- (iii) Individual Settlement Payments;
- (iv) the Labor and Workforce Development Agency Payment;
- (v) all Settlement Administration Costs.

The final- fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing. Class counsel agrees to provide drafts of all documents it intends to file with the Court in support of Plaintiffs' motion for Final Approval to Defendants' counsel for their review and comment at least five (5) calendar days before filing same with the Court.

66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement

administration matters, and (iii) post-Judgment matters that are appropriate under court rules or as set forth in this Settlement Agreement.

67. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being released by all Participating Class Members, the named Plaintiffs will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

Plaintiffs each understand fully the statutory language of Civil Code section 1542 and, with this understanding, nevertheless each elect to, and do, assume all risks for claims that have arisen, whether known or unknown, which they ever had, or hereafter may claim to have, arising on or before the date of their respective signatures to this Agreement, and specifically each waive all rights each may have under California Civil Code section 1542.

68. Rescission of Settlement Agreement (by Defendants). If more than ten percent (10%) of the Class Members opt-out of the Settlement by submitting Request for Exclusion forms, Defendants may, at their sole option, rescind and void the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline, unless the 14th day falls on a Saturday, Sunday, or holiday, in which the case the deadline will be extended to the next business day.

69. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

70. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure Section 1856, subdivision (a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

71. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

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

73. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

74. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs each agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein. For good and valuable consideration, Plaintiffs further agree that they will not request to be excluded from the Settlement Agreement, nor object to any terms herein. Any such request for exclusion or objection by Plaintiffs will be void and of no force of effect. Any efforts by Plaintiffs to circumvent the

terms of this paragraph will be void and of no force or effect.

75. Termination of Settlement. Subject to the obligations of cooperation set forth herein, either Party may terminate this Settlement if the Court declines to enter a Preliminary Approval Order, a Final Approval Order or a final judgment in substantially the form submitted by the Parties, or the Settlement Agreement as agreed upon does not become final because of an appellate court order or decision. The terminating Party or Parties shall give notice to the other Parties (through their counsel) written notice of the decision terminate no later than ten (10) business days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

75(a) The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms;

75(b) Defendants shall have no obligations to make any payment to any Party, Class Member, Class Representative, or Class Counsel, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified the Settlement has been terminated;

75(c) The Preliminary Approval Order, Final Approval Order and Judgment, including an order of class certification, shall be vacated;

75(d) The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the right of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement; and

75(e) Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of Settlement (including all matters associated with mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

76. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested,

1 *and* email notifications, as follows:

2 **To Plaintiffs and the Class:**

3 David R. Greifinger
4 Law Offices of David R. Greifinger
5 15515 W. Sunset Boulevard, Unit 214
6 Pacific Palisades, California 90272
7 tracklaw@me.com

7 **To Defendants:**

8 Andrea F. Oxman
9 Jackson Lewis P.C.
10 725 S. Figueroa Street, Suite 2500
11 Los Angeles, California 90017
12 andrea.oxman@jacksonlewis.com

11 Michael A. Hood
12 Jonathan Kent
13 Jackson Lewis P.C.
14 200 Spectrum Center Dr.
15 Irvine, California 92618
16 michael.hood@jacksonlewis.com
17 jonathan.kent@jacksonlewis.com

16 77. Other Lawsuits. To the fullest extent permissible under applicable law, and solely for
17 the purposes of this Settlement Agreement and not for any other purpose, counsel for Plaintiffs represent
18 and warrant on behalf of themselves and all others acting on their behalf, that they: (i) have not been
19 retained by any other individuals with claims against Defendants (other than those of which Defendants
20 and/or their counsel have been advised); (ii) are not aware of, and have not been informed of, any other
21 plaintiff, Class Member, or attorney who intends to bring a claim against Defendants including, but not
22 limited to any claim based on the subject matter of the Action; and (iii) do not currently intend to bring
23 any other claims against Defendants. Nothing in the foregoing is intended to limit or restrict Plaintiffs'
24 counsel's ability to practice law, or to otherwise violate California Rules of Professional Conduct, Rule
25 1-500. To the extent any portion of this paragraph is found to violate Rule 1-500, or any other Rule of
26 Professional Conduct, such offending language will be deemed stricken and will be treated as if of no
27 force and effect.
28

1 78. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
2 will be governed by and interpreted according to the laws of the State of California, without regard for its
3 conflict-of-laws principles.

4 79. Execution and Counterparts. This Settlement Agreement is subject only to the execution
5 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
7 copies of the signature page, will be deemed to be one and the same instrument.

8 80. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
9 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
10 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
11 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
12 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
13 fairness and reasonableness of this Settlement.

14 81. Invalidity of Any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Parties agree that the Court should first attempt to construe the provision as valid
16 to the fullest extent possible consistent with applicable precedents so as to define all provisions of this
17 Settlement Agreement valid and enforceable.

18 82. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
19 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
20 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
21 and any Party may appeal any court order that materially alters the Settlement Agreement's terms.

22 83. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
23 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
24 approved, the stipulation to certification will be void. The Parties further agree that certification for
25 purposes of the Settlement is not an admission that class action certification is proper under the standards
26 applied to contested certification motions and that this Settlement Agreement will not be admissible in
27 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants
28 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

1 84. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
2 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
3 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
4 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
5 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
6 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
7 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
8 of the negotiations connected with it, will be construed as an admission or concession by Defendants of
9 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
10 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
11 offered or received as evidence in any action or proceeding to establish any liability or admission on the
12 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
13 compliance with, federal, state, local, or other applicable law.

14 85. No Public Comment: The Parties and their counsel agree that they will not issue any
15 press releases, initiate any contact with the press, respond to any press inquiry other than to state, “No
16 comment,” or have any communication with the press about the fact, amount or terms of the Settlement.

17 86. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
18 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
19 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

20 87. Enforcement Actions. In the event that one or more of the Parties institutes any legal
21 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
22 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
23 entitled to recover from the unsuccessful Party or Parties reasonable attorneys’ fees and costs, including
24 expert witness fees incurred in connection with any enforcement actions.

25 88. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
26 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
27 more strictly against one party than another merely by virtue of the fact that it may have been prepared
28 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations

1 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

2 89. Representation By Counsel. The Parties acknowledge that they have been represented
3 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
4 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
5 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

6 90. All Terms Subject to Final Court Approval. All amounts and procedures described in
7 this Settlement Agreement herein will be subject to final Court approval.

8 91. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
9 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
10 Settlement Agreement.

11 92. Binding Agreement. The Parties warrant that they understand and have full authority to
12 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
13 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in
14 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
15 otherwise might apply under federal or state law.

16 93. Preliminary and Permanent Injunction. Except as to Class Members who timely submit
17 Requests for Exclusion, the Preliminary Approval Order and Final Judgment will contain provisions
18 enjoining Plaintiffs and the Class Members from prosecuting the Released Claims and enjoining
19 Plaintiffs and the Class Members from initiating or continuing other proceedings regarding the Released
20 Claims, including but not limited to filing any claims for monetary relief of the Released Claims before
21 the Division of Labor Standards and Enforcement (“DLSE”) or in any forum whatsoever. Inclusion of
22 these provisions in the Order of Preliminary Approval Order and Final Judgment and Order of Final
23 Approval is a material part of the consideration for this Settlement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: Apr 29, 2021


Bret Checketts (Apr 29, 2021 19:35 PDT)

BRET CHECKETTS

PLAINTIFF

Dated: _____

SERGIO GARCIA

**DEFENDANT ADVANCED VETERINARY
SPECIALTY, INC.**

Dated: _____

Authorized Signatory:

DEFENDANT

Dated: _____

ANDREA L. WELLS

DEFENDANT

Dated: _____

MATT HERNANDEZ

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

BRET CHECKETTS

PLAINTIFF

Dated: Apr 30, 2021


Sergio Garcia (Apr 30, 2021 10:41 PDT)

SERGIO GARCIA

**DEFENDANT ADVANCED VETERINARY
SPECIALTY, INC.**

Dated: _____

Authorized Signatory:

DEFENDANT

Dated: _____

ANDREA L. WELLS

DEFENDANT

Dated: _____

MATT HERNANDEZ

1
2
3 **READ CAREFULLY BEFORE SIGNING**

4 **PLAINTIFF**

5 Dated: _____

6
7 **BRET CHECKETTS**

8 **PLAINTIFF**

9 Dated: _____

10
11 **SERGIO GARCIA**

12 **DEFENDANT ADVANCED VETERINARY
SPECIALTY, INC.**

13 Dated: 5/1/21

14 
Authorized Signatory:

15 **DEFENDANT**

16 Dated: 5/1/21

17 
18 **ANDREA L. WELLS**

19 **DEFENDANT**

20 Dated: 5/1/21

21 
22 **MATT HERNANDEZ**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM

**THE LAW OFFICES OF DAVID R.
GREIFINGER**

Dated: April 30, 2021

By: 
David R. Greifinger
Attorneys for Plaintiffs BRET CHECKETTS
and SERGIO GARCIA

JACKSON LEWIS P.C.

Dated: _____

By: _____
Andrea F. Oxman
Michael A. Hood
Jonathan D. Kent
Attorneys for Defendants ADVANCED
VETERINARY SPECIALTY, INC, ANDREA L.
WELLS, and MATT HERNANDEZ

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM

**THE LAW OFFICES OF DAVID R.
GREIFINGER**

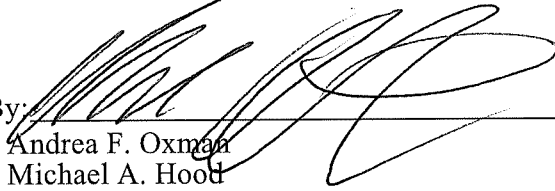
Dated: _____

By: _____

David R. Greifinger
Attorneys for Plaintiffs BRET CHECKETTS
and SERGIO GARCIA

JACKSON LEWIS P.C.

Dated: April 30, 2021

By:  _____

Andrea F. Oxman
Michael A. Hood
Jonathan D. Kent
Attorneys for Defendants ADVANCED
VETERINARY SPECIALTY, INC, ANDREA L.
WELLS, and MATT HERNANDEZ

EXHIBIT A

Bret Checketts, et al. v Advanced Veterinary Specialty, Inc., et al – 20CV03056
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SANTA BARBARA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

To: All individuals who are or were hourly paid employees of ADVANCED VETERINARY SPECIALTY, INC., ANDREA L. WELLS, and/or MATT HERNANDEZ (collectively, “Defendants”) in California at any time from September 22, 2016, to [the date of Preliminary Approval] (“Class Members”).

On _____, the Honorable Thomas P. Anderle of the Santa Barbara County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.** All checks will be negotiable for 120 days—checks that are not cashed within 120 days will be paid to the California State Controller to be deposited in the Unclaimed Property Fund in the Class Members’ name.

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at :00 .m. on _____, 2021 in SB Dept. 3 of the Santa Barbara County Superior Court located at 1100 Anacapa St. Santa Barbara, CA 93101. You are not required to attend the hearing.

Summary of the Litigation

Plaintiffs BRET CHECKETTS and SERGIO GARCIA (“Plaintiffs”), on their behalf and on behalf of other current and former hourly paid employees of Defendants, allege that Defendants violated California state labor laws including: failure to properly institute an alternative workweek schedule, failure to pay overtime compensation, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to provide itemized statements and maintain accurate payroll records, violations of the California Occupational Safety and Health Act of 1973, failure to timely pay wages upon termination of employment, violations of California Labor Code § 558, failure to reimburse business expenses, failure to provide adequate seating, and for violations of the California Business & Professions Code §§ 17200, et seq. Plaintiff also seek recover civil penalties under the Private Attorneys General Act (“PAGA”) for alleged violations of the California Labor Code. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. Following months of negotiations, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, The Law Offices of David R. Greifinger (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendants are 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. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

The Court has not made any determination on the merits of Plaintiffs’ claims.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$875,000.00. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class

Representative Enhancement Payments of \$10,000 to BRET CHECKETTS and \$5,000 to SERGIO GARCIA for their services on behalf of the class and for general releases of all claims; (3) \$291,667 in attorneys' fees and up to \$10,000 in litigation costs and expenses to Class Counsel; (4) a \$50,000 payment to the California Labor and Workforce Development Agency ("LWDA"), Seventy-Five Percent (75%) of which, or \$37,500, will be paid to the LWDA, and Twenty-Five Percent (25%), or \$12,500, of which will be included in the Net Settlement Amount in connection and accordance with PAGA, and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$8,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$508,333 ("Net Settlement Amount") will be allocated to Class Members who do not opt out of the settlement.

Each Class Member's settlement payment will be based on the number of Workweeks each Class Member worked during the period from September 22, 2016 to the date of Preliminary Approval ("Class Period"). The formula for calculating individuals settlement payments is as follows:

- (a) The Settlement Administrator will calculate the total number of Workweeks worked by each Class Member based upon their dates of employment during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period
- (b) Each Class Member's share of the Net Settlement Amount will be calculated according to the following formula: $\text{Class Member's Workweeks} \div \text{Entire Class' aggregate Workweeks} \times \text{Net Settlement Amount}$.
- (c) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendants' records, you worked during a total of ____ Workweeks. Accordingly, your estimated payment is approximately \$ _____. If you believe the information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute. All disputes should be postmarked or faxed on or before [insert date of Response Deadline] to:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, the Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages for which IRS Forms W-2 will be issued, and eighty percent (80%) as non-wages for penalties and interest, for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Settlement Class Members’ Released Claims”): Any and all present and past claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorneys’ fees, costs, or disbursements) based on or reasonably related to the conduct alleged in the Complaint during the Settlement Period, and specifically to claims pursuant to California Labor Code sections 226, 226.7, 510, 511, 512, 558, 1174, 1182.12, 1194; 1194.2; 1197; 1197.1 1198, 2800, 2802, 2698 et seq., and 6300 et seq.; Cal. Code of Regulations, tit. 8, § 11050; California Business and Professions Code sections 17200 et seq.; and any other similar California state or federal law claims, whether statutory, common law, or administrative, including those available under the federal Fair Labor Standards Act (FLSA), for failure to properly institute an alternative workweek schedule, failure to pay overtime compensation, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to provide itemized statements and maintain accurate payroll records, violations of the California Occupational Safety and Health Act of 1973, failure to timely pay wages upon termination of employment, violations of California Labor Code § 558, failure to reimburse business expenses, failure to provide adequate seating, PAGA penalties, restitution, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest. Settlement Class Members’ Released Claims do not include claims that, as a matter of law cannot be released. The Settlement Class Members’ Released Claims are released from September 22, 2016, through [preliminary approval of this Settlement].

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request on the accompanying Opt-Out Form to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature (even if you have counsel), address, and telephone number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

The written request to be excluded must be postmarked not later than _____, 2021. If you submit a request for exclusion which is not postmarked by _____, 2021, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not give up any legal rights, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection on the accompanying Objection Form stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Written objections must provide: (1) your full name, signature (even if you have counsel), address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for your objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____, 2021. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Santa Barbara and discuss your objection with the Court and the Parties at your own expense. You may appear at the Final Fairness Hearing in person at:

Superior Court of California
County of Santa Barbara
SB Dept. 3
1100 Anacapa Street
Santa Barbara, CA 93101

You may instead appear at the Final Fairness Hearing virtually by utilizing the following link: _____

You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Settlement Class Members' Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

David R. Greifinger, Esq. (SBN 105242)
LAW OFFICES OF DAVID R. GREIFINGER
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
Telephone: (424) 330-0193
Facsimile: (831) 920-4864
tracklaw@me.com

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

4833-8189-0276, v. 1

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

OPT-OUT FORM

Bret Checketts, et al. v Advanced Veterinary Specialty, Inc., et al – 20CV03056
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SANTA BARBARA

I am a class member and I decline to participate in and opt out of the proposed settlement of the class action lawsuit entitled *Bret Checketts, et al. v Advanced Veterinary Specialty, Inc., et. al.*, Santa Barbara County Superior Court Case No. 20CV03056. I understand that by opting out I will receive no benefits or compensation from the lawsuit.

(NAME)

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP CODE)

____ Please check if this address is different than the address to which the class notice was mailed.

SIGNATURE

DATE

This form must be faxed or postmarked **NO LATER THAN** ,
2021.

Fax or Mail this form to:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

OBJECTION FORM

Bret Checketts, et al. v Advanced Veterinary Specialty, Inc., et al – 20CV03056
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SANTA BARBARA

I am a class member and I object to the proposed settlement of the class action lawsuit entitled *Bret Checketts, et al. v Advanced Veterinary Specialty, Inc., et. al.*, Santa Barbara County Superior Court Case No. 20CV03056.

The grounds for my objection are as follows: _____

(Attach additional sheets if necessary)

(NAME)

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP CODE)

____ Please check if this address is different than the address to which the class notice was mailed.

(SIGNATURE)

(DATE)

This form must be faxed or postmarked **NO LATER THAN** ,
2021.

Fax or Mail this form to:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

**IF YOU FILE AN OBJECTION TO THE PROPOSED SETTLEMENT,
YOU MAY NOT ALSO OPT OUT OF THE CLASS ACTION LAWSUIT.**