

OTKUPMAN LAW FIRM, A LAW CORPORATION

Roman Otkupman, SBN: 249423

Roman@OLFLA.com

5743 Corsa Ave., Suite 123

Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Attorneys for Plaintiff,

Nicole LaSpina, on behalf of herself and all others similarly situated, and on behalf of the general public.

PALMER KAZANJIAN WOHL HODSON LLP

Treaver K. Hodson, SBN: 179184

Alexandra M. Asterlin, SBN: 296447

Casey M. Blanas, SBN: 296447

2277 Fair Oaks Boulevard, Suite 455

Sacramento, CA 95825

Attorneys for Defendant,

Animal Medical Center

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

NICOLE LASPINA, on behalf of herself and
all others similarly situated, and on behalf of
the general public,

Plaintiff,

vs.

ANIMAL MEDICAL CENTER, and DOES 1
through 10, inclusive,

Defendants.

CASE NO. S-CV-0046793

Class Action

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

Complaint Filed: June 1, 2021

1 IT IS HEREBY STIPULATED AND AGREED as follows by and between Plaintiff
2 NICOLE LASPINA (“Plaintiff” or “Class Representative”), on behalf of herself and all others
3 similarly situated, and on behalf of the general public, and on behalf of similarly aggrieved
4 employees, and Defendant ANIMAL MEDICAL CENTER. (“Defendant” or “AMC”)
5 (collectively, the “Parties”).

6 **I. The Conditional Nature of This Stipulation.**

7 This Joint Stipulation of Class Action Settlement and Release, including all associated
8 exhibits or attachments, (“Stipulation”) is made for the sole purpose of resolving the matter
9 entitled *LaSpina, et al. v. Animal Medical Center*, Placer County Superior Court Case No. S-CV-
10 0046793 (the “Litigation”) on a class-wide basis. This Stipulation and the settlement it evidences
11 is made in compromise of disputed claims. Because the Litigation was filed as a class action and
12 includes a cause of action for civil penalties pursuant to the Private Attorneys General Act
13 (“PAGA”), this settlement must receive preliminary and final approval from the Court.
14 Accordingly, Defendant and the Class Representative enter this Stipulation and associated
15 settlement on a conditional basis. In the event the Court does not execute and file the Order
16 Granting Final Approval of the Settlement, or in the event that the Court does not enter the
17 Judgement (as defined below), or in the event that the associated Judgment does not become Final
18 (as defined below) for any reason, this Stipulation shall be deemed null and void. It shall be of no
19 force or effect whatsoever and shall not be referred to or used for any purpose whatsoever, and the
20 negotiation, terms and entry of it shall remain subject to the provisions of California *Evidence*
21 *Code* §§ 1119 and 1152. In such a case, the Settling Parties and any funds to be awarded pursuant
22 to this Stipulation shall be returned to their respective statuses as of the date and time immediately
23 prior to the execution of this Stipulation, and the Settling Parties shall proceed in all respects as if
24 this Stipulation had not been executed, except that any costs and fees already incurred by the
25 Settlement Administrator shall be paid jointly by the Settling Parties. In the event an appeal is
26 filed from the Court’s final Judgment, or any other appellate review is sought, administration of
27 the settlement shall be stayed pending final resolution of the appeal or other appellate review, and
28 any payments required from Defendant hereunder will not be paid pending the completion and

1 final resolution of the appeal, and any payment thereafter will (1) occur only if the Final Judgment
2 is upheld after all appeals and (2) be in a manner that is provided for in the Stipulation and final
3 Judgment.

4 Defendant denies all of the claims and class allegations as to liability, damages, and
5 restitution asserted in the Litigation, as well as claims regarding the putative class being eligible
6 for certification. Defendant has agreed to resolve this Litigation by this Stipulation, but to the
7 extent this Stipulation is deemed void or does not take effect, Defendant does not waive, but rather
8 expressly reserves all rights to challenge all such claims and allegations in the Litigation upon all
9 procedural and factual grounds, including without limitation, the ability to challenge class
10 treatment on any grounds and to assert any and all defenses or privileges. The Class
11 Representative and her counsel agree that Defendant retains and reserves these rights. In
12 particular, the Class Representative and her counsel waive and agree not to argue or to present any
13 argument that Defendant would be estopped from contesting class certification because it has
14 entered into this Stipulation. In addition, Class Representative and Defendant recognize and agree
15 that under California law, which is applicable here, courts impose a lesser burden for certification
16 for settlement classes than they do for contested classes.

17 **II. The Parties to this Stipulation**

18 This Stipulation, with the associated exhibits, is made and entered into by and among the
19 following parties (collectively, the “Settling Parties”): (i) the Class Representative Nicole
20 LaSpina (on behalf of herself and each of the members of the class and similarly aggrieved
21 employees), with the assistance and approval of their counsel (the “Class Counsel”); and (ii)
22 Defendant Animal Medical Center (“Defendant”), with the assistance of its counsel of record. The
23 Stipulation is intended by the Settling Parties to result in a Judgment and to fully, finally, and
24 forever resolve, discharge, and settle the released claims upon and subject to the terms and
25 conditions hereof.

26 **III. Procedural Posture**

27 Plaintiff Nicole LaSpina (“Plaintiff”) filed a wage and hour class action lawsuit in Placer
28 County Superior Court against Defendant on June 1, 2021 pursuing claims for: 1) Failure to

1 Provide Meal Periods in Violation of Labor Code sections 226.7, 512, and 556; 2) Failure to
2 Provide Rest Periods in Violation of Labor Code sections 226.7, 512, and 556; 3) Failure to Pay
3 all Wages in Violation of Labor Code sections 510, 1194, and 1194.2; 4) Knowing and Intentional
4 Failure to Comply With Itemized Employee Wage Statement Provisions in Violation of Labor
5 Code sections 226(a), (e); 5) Failure to Timely Pay Wages Due at Termination in Violation of
6 Labor Code sections 201-203; 6) Failure to Timely Pay Employees in Violation of Labor Code
7 section 204(a)(b); 7) Violation of Business and Profession Code section 17200. Roman Otkupman
8 and the Otkupman Law Firm, ALC represent Plaintiff. Defendant answered in due course.

9 On September 8, 2021, Defendant and Plaintiff engaged in private mediation with
10 mutually selected mediator, Steven Vartabedian. At mediation, Plaintiff and Defendant engaged
11 in an intensive discussion regarding their evaluation of the matter, the relevant legal arguments, as
12 well as the potential damages. Following mediation, Plaintiff and Defendant reached a settlement
13 subject to this more comprehensive, long-form settlement agreement.

14 Plaintiff will be filing the First Amended Complaint adding the cause of action for civil
15 penalties pursuant to PAGA no later than fifteen (15) days following full execution of this
16 Agreement.

17 **IV. Defendant's Denial of Wrongdoing or Liability**

18 Defendant denies all of the claims and contentions that the Class Representative alleges in
19 the Litigation and has asserted numerous defenses to liability, class certification, damages and
20 penalties. Defendant does not, by this Settlement Agreement or otherwise, admit any liability of
21 wrongdoing of any kind. Nonetheless, Defendant has taken into account the uncertainty and risks
22 inherent in any litigation, particularly on a class-wide basis, and has concluded that to continue the
23 Litigation would be protracted and expensive. In light of the above, Defendant has determined
24 that it is desirable and beneficial to it that the Litigation be fully and finally settled in the manner
25 and upon the terms and conditions set forth in this Stipulation.

26 **V. Claims of the Class Representative and Benefits of Settlement**

27 The Class Representative believes that the claims asserted in the Litigation have merit and
28 that evidence developed to date supports the claims. The Class Representative and Class Counsel

1 recognize and acknowledge, however, the expense and length of the type of continued proceedings
2 necessary to prosecute the Litigation against Defendant through class certification, trial, and
3 appeals. The Class Representative and Class Counsel have also taken into account the uncertain
4 outcome and the risks of any litigation, especially in putative class actions such as this Litigation,
5 as well as the difficulties and delays inherent in such litigation. The Class Representative and
6 Class Counsel are also mindful of the inherent problems of proof in establishing and overcoming
7 potential defenses to the claims asserted in the Litigation. In light of these considerations, the
8 Class Representative and Class Counsel believe that the settlement set forth in the Stipulation
9 confers substantial benefits and is in the best interests of the Class Representative and the Class.

10 **VI. Terms of the Stipulation and Agreement of Settlement**

11 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the
12 Class Representative, for herself and on behalf of all other similarly situated to her and as defined
13 below, and similarly aggrieved employees, on the one hand, and Defendant, on the other hand,
14 with the assistance of its respective counsel of record, that, as among the Settling Parties,
15 including all members of the Settlement Class, the Litigation and the Released Claims shall be
16 finally and fully compromised, settled, and released, subject to the terms and conditions of the
17 Stipulation and the Judgment.

18 **A. Definitions**

19 As used in all parts of this Stipulation, including the exhibits which are incorporated as
20 part of the Stipulation, the following terms have the meanings specified below:

21 1.1 “Claims Administrator” or “Settlement Administrator” means the third-
22 party claims administration firm, **Simpluris**.

23 1.2 “Class” or “Class Member” or “Class Members” means any and all current
24 and former non-exempt employees who worked for Defendant within the State of California
25 during the Class Period.

26 1.3 “Class Counsel” and “Plaintiffs’ Counsel” means Roman Otkupman of the
27 Otkupman Law Firm, ALC.
28

1 1.4 “Class Period” means the time period of June 1, 2017, through October 31,
2 2020.

3 1.5 “Class Representative” or “Plaintiff” means Plaintiff Nicole LaSpina, the
4 individual designated to serve as the official representative of the Class and Similarly Aggrieved
5 Employees.

6 1.6 “Court” means the Superior Court of the State of California for the county
7 of Placer.
8

9 1.7 “Defendant” means Animal Medical Center.

10 1.8 “Effective Date” means the date on which the Court grants Final Approval
11 of the Settlement.

12 1.9 “Final Approval” means the Final Approval Order and Judgment have been
13 entered by the Court.
14

15 1.10 “Final Approval Hearing” means a hearing held before the Court to
16 consider Final Approval of the Settlement, whether and in what amount attorneys’ fees and costs
17 should be awarded to Class Counsel, and whether and in what amount service payment awards
18 shall be paid to each of the Plaintiffs, and the merits and objections, if any, to the Settlement set
19 forth therein or any of its terms. This hearing is intended to be the Final Approval Hearing
20 required under California Rule of Court 3.769(a).
21

22 1.11 “Gross Settlement Sum” or “GSS” means the total settlement amount of one
23 hundred fifty thousand dollars (\$150,000.00) to be paid by Defendant, subject to the occurrence of
24 the Effective Date of settlement, and includes the following: Class Counsel’s attorneys’ fees in the
25 sum of up to \$49,995.00, Class Counsel’s litigation costs of up to \$10,000.00, the Class
26 Representative service award of \$7,500.00 to the Class Representative, settlement administration
27 costs up to \$15,000.00, and the PAGA Allocation. Defendant’s share of payroll taxes shall be
28

1 paid separate, apart and outside of the Gross Settlement Sum. Plaintiff agrees to file First
2 Amended Complaint alleging penalties under Labor Code 2698 et seq. no later than 15 days
3 following full execution of this agreement.

4 1.12 “Individual Settlement Amount” means the total gross amount due to a
5 Class Member, inclusive of pre-judgment and post-judgment interest and penalties, and is
6 calculated as set forth herein below, at paras. 2.1.5 and 2.1.6, as a percentage the Net Settlement
7 Amount.
8

9 1.13 “Last Known Address” means the most recently recorded mailing address
10 for a Class Member as such information is contained in employment, payroll, or personnel records
11 maintained by Defendant.

12 1.14 “Litigation” means the lawsuit pending in the Court presently styled
13 *LaSpina v. Animal Medical Center*, Placer County Superior Court Case No. S-CV-0046793, filed
14 May 23, 2018.
15

16 1.15 “Net Settlement Amount” means the Gross Settlement Sum less the
17 following: (i) Class Counsel’s attorneys’ fees in the sum of up to \$49,995.00, (ii) Class Counsel’s
18 litigation costs of up to \$10,000.00, (iii) the Class Representative service award of \$7,500.00 to
19 the Class Representative, (iv) settlement administration costs up to \$15,000.00, (v) the \$10,000.00
20 from the PAGA Allocation to be paid to the LWDA, and (vi)_any other fees and expenses
21 incurred by implementing the terms and conditions of this Agreement, as approved by the Court.
22

23 1.16 “Notice Mailing Deadline” means the deadline for the Claims Administrator
24 to mail the Class Notices, which shall be no later than thirty (30) calendar days after the
25 Preliminary Approval Date.

26 1.17 “Objection Deadline” means the deadline for a Class Member to object to
27 the settlement, the date for which shall be indicated on the Class Notice mailed by the Claims
28

1 Administrator and postmarked no later than sixty (60) calendar days after the Notice Mailing
2 Deadline.

3 1.18 "Opt-Out" "Opt-Outs" or "Request for Exclusion" means a Class Member
4 wishes to be excluded from the Settlement Class in the manner specified in the Class Notice. A
5 timely Opt-Out must be received no later than the Opt-Out Deadline.
6

7 1.19 "Opt-Out Deadline" means the deadline for a Class Member to Opt-Out of
8 the settlement, the date of which shall be indicated of the Class Notice mailed by the Claims
9 Administrator and postmarked no later than sixty (60) calendar days after the Notice Mailing
10 Deadline.

11 1.20 "Order of Final Approval and Entry of Judgment" or "Order Granting Final
12 Approval of Settlement and Entry of Judgment" or "Judgment" means the order and judgment to
13 be entered by the Court titled "Order Granting Final Approval of Settlement and Entering
14 Judgment," The Judgment shall constitute approval pursuant to California Rule of Court 3.769(a)
15 and 3.771(a).
16

17 1.21 "PAGA Allocation" means thirteen thousand three-hundred thirty-three
18 dollars (\$13,333.00) allocated from the Gross Settlement Amount for the compromise of claims
19 for civil penalties brought under the Private Attorneys General Act of 2004 ("PAGA"). Per
20 California Labor Code section 2699(i), ten thousand dollars (\$10,000.00), representing seventy-
21 five percent (75%) of the PAGA Allocation, will be paid to California's Labor Workforce
22 Development Agency. The remaining six hundred three thousand three-hundred thirty-three
23 dollars (\$3,333.00), representing twenty five percent (25%) of the PAGA Allocation, shall be part
24 of the Net Settlement Amount to be distributed to Similarly Aggrieved Employees.
25

26 1.22 "PAGA Period" means the time period of May 7, 2020, through October 31,
27 2020.
28

1 1.23 “Participating Class Member” means any and all current or former Class
2 Members who did not timely and properly Opt-Out of the settlement pursuant to Paragraph 3.3.3
3 and thus become bound by the Judgment.

4 1.24 “Person” means a natural person.

5 1.25 “Preliminary Approval Date” means the date on which the Court grants
6 preliminary approval of the settlement.
7

8 1.26 “Preliminary Approval Order” or “Order Granting Preliminary Approval of
9 Class Action Settlement” means an order to be filed and signed by the Court following the hearing
10 on the Motion for Order Granting Preliminary Approval of Class Action Settlement. This
11 Preliminary Approval Order shall constitute an order certifying provisional classes for settlement
12 purposes only pursuant to California Rule of Court 3.769(d), approving the Class Notice, directing
13 the mailing of the Notice Packet, and setting a final approval/fairness hearing pursuant to
14 California Rule of Court 3.769(e).
15

16 1.27 “Released Class Claims” shall collectively mean all claims, causes of
17 action, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney fees, damages,
18 actions and/or legal theories alleged or which could have been alleged or otherwise raised based
19 on the facts and claims asserted in the operative Complaint, arising at any point during the Class
20 Period, including without limitation violations of Labor Code sections 226.7, 512, 558, 510, 1194,
21 1194.2, 226(a), (e), 201-203, and 204(a)(b); any statutory penalties or liquidated damages
22 associated with said Labor Code violations; violation of Business and Professions Code section
23 17200 et seq.; all claims for interest on unpaid wages during the Class Period; wage statement
24 penalties; waiting time penalties; restitution and other equitable relief; unjust enrichment; punitive
25 damages; attorney fees and costs; any civil penalties associated with Labor Code violations that
26 could be awarded pursuant to the Private Attorneys General Act, Labor Code § 2699 et seq.;
27
28

1 claims under the applicable Industrial Welfare Commission wage orders; and any other benefit
2 claim on account of the allegations asserted in the Litigation. This Stipulation of Settlement will
3 release all such claims of Class Members who do not timely Opt-Out of the Settlement within the
4 scope of the Litigation during the Class Period. The Released Claims as to Participating Class
5 Members do not extend to any claims which could not have been alleged in the operative
6 Complaint and specifically exclude any claims which cannot be released as a matter of law, claims
7 for workers' compensation, personal injuries, unemployment insurance, state disability
8 compensation, claims under the Employment Retirement Income Security Act of 1974, previously
9 vested benefits under any Employer-sponsored benefits plan, wrongful termination,
10 discrimination, retaliation, and harassment, including but not limited to those arising under the
11 Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title
12 VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any
13 similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave
14 Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal Pay
15 Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other
16 state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment.
17
18

19 1.28 "Settling Parties" means Defendant, Animal Medical Center, and Plaintiff,
20 Nicole LaSpina, on behalf of herself and as Representative of all Participating Class Members and
21 Similarly Aggrieved Employees.
22

23 1.29 "Similarly Aggrieved Employees" means any and all current and former
24 non-exempt employees who worked for Defendant within the State of California during the PAGA
25 Period. "Animal Medical Center Releasees" or "Released Parties" means Defendant and its
26 respective parent companies, subsidiaries, affiliates, current and former management companies,
27 shareholders, members, agents (including without limitation, any investment bankers, accountants,
28

1 insurers, reinsurers, attorneys, and any past, present, or future offices, directors, and employees),
2 predecessors, successors, and assigns.

3 1.30 “Stipulation” means this agreement, the Stipulation and Agreement to
4 Settle Class Action and all of its attachments and exhibits, which the Settling Parties understand
5 and agree sets forth all material terms and conditions of the Settlement between them, and which
6 is subject to Court approval.
7

8 1.31 “Unknown Claims by Class Representative” means any Released Claims
9 which the Class Representative does not know or suspect to exist in her favor at the time of the
10 entry of the Judgment, and which if known to her, might have affected their settlement with and
11 release of Defendant. With respect to any and all Released Claims, the Settling Parties stipulate
12 and agree that, upon the Effective Date, the Class Representative shall expressly and shall be
13 deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and
14 benefits of California *Civil Code* § 1542 with respect to the Released Claims, which provides as
15 follows:
16

17 **A general release does not extend to claims which the creditor or**
18 **releasing party does not know or suspect to exist in his or her favor at**
19 **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.

20 The Class Representative may hereafter discover facts in addition to or different from those which
21 she now knows or believes to be true with respect to the subject matter of the Released Claims, but
22 the Class Representative, upon the Effective Date, shall be deemed to have, and by operation of
23 the Judgment shall have, fully, finally, and forever settled and released any and all Released
24 Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or
25 not concealed or hidden, which then exist, or previously have existed upon any theory of law or
26 equity now existing or coming into existence in the future, including, but not limited to, conduct
27 which is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
28 without regard to the subsequent discovery or existence of such different or additional facts. The

1 Class Representative acknowledges that the foregoing waiver was separately bargained for and a
2 key element of the settlement of which this release is a part. Because some of the claims in the
3 operative Complaint in the Litigation are individual in nature, separate consideration is being paid
4 in the form of the Class Representative Award.

5 **B. The Settlement**

6 2.1 *Settlement Amount, Timing of Payments, Tax Reporting Obligations, and Other*
7 *Obligations of Defendant and the Settlement Administrator.*

8 2.1.1 The total Gross Settlement Sum shall be One Hundred Fifty Thousand
9 Dollars and Zero Cents (\$150,000.00). Unless as otherwise provided in this Settlement, this is the
10 maximum amount that Defendant will be obligated to pay under this Stipulation, and under no
11 circumstances shall Defendant be obligated to pay any more than the Gross Settlement Sum.
12 Except, Defendant's share of payroll taxes shall be paid separate, apart and outside of the Gross
13 Settlement Sum.

14 2.1.2 Defendant shall fund the total Gross Settlement Sum to the Settlement
15 Administrator no later than twenty (20) calendar days following the Effective Date.

16 2.1.3 The Claims Administrator shall administer the settlement by establishing a
17 toll-free telephone number and mailing address for receipt of Class Member communications,
18 formatting and printing the Class Notice Packets, distributing the Class Notice Packets,
19 performing skip traces on undeliverable Notice Packets, adjudicating Class Members' disputes
20 over dates during the Class Period, providing Class Counsel and counsel for Defendant with
21 updates on the status of Opt-Outs (including names and percentage of weeks they represent),
22 calculating claims, and handling inquiries about the calculation of the Individual Settlement
23 Amounts. The actions of the Claims Administrator shall be governed by the terms of this
24 Stipulation. The Settling Parties, through their counsel, may provide written information needed
25 by the Claims Administrator pursuant to the Stipulation.

26 2.1.4 No later than twenty (20) calendar days after the receipt of the Gross
27 Settlement Sum funds by the Claims Administrator, the Claims Administrator shall pay the
28 following from the Gross Settlement Fund Court-approved: (1) attorneys' fees and litigation costs

1 to Class Counsel as described in subsection (a) below; (2) the Class Representative's service
2 award as set forth in subsection (b) below; (3) the fees to the Claims Administrator as set forth in
3 subsection (c) below, and (4) the \$10,000.00 from the PAGA Allocation, to the LWDA.

4 (a) Attorneys' Fees and Litigation Costs: Class Counsel shall submit
5 their application for an award of attorneys' fees and costs to the Court
6 concurrently with the Motion for Order Granting Final Approval and
7 Entering Judgment. Class Counsel shall seek attorneys' fees in the amount
8 of 33.3% or \$49,995.00 and reimbursement of litigation costs up to
9 \$10,000.00. Defendant agrees not to oppose Class Counsel's request for
10 attorneys' fees and costs in the above-referenced amounts. The Claims
11 Administrator will report the attorneys' fees and costs award on a Form
12 1099, which it will provide to Class Counsel and to the pertinent taxing
13 authorities.

14 (b) Class Representative Service Award: Subject to Court approval,
15 the Class Representative's Service Award shall be Seven Thousand Five
16 Hundred Dollars (\$7,500) to Plaintiff Nicole LaSpina. This is in addition to
17 Class Representative's Individual Settlement Amount. Defendant agrees
18 not to oppose the amount of the Class Representative's Service Award.
19 Since it is the intent of the Settling Parties that the Service Award to the
20 Class Representative is for her service to the Class Members, and not
21 wages, the Claims Administrator will not withhold any taxes from the
22 Service Award. The Claims Administrator will report the Service Awards
23 on a Form 1099, which the Claims Administrator will provide to Class
24 Representative and the pertinent taxing authorities.

25 (c) Claims Administration Costs. Subject to Court approval, the Claims
26 Administrator shall be paid an amount not to exceed \$15,000.00 for its fees
27 and costs relating to the administration of this settlement, including but not
28 limited to all the duties set forth above, all tax document preparation,

1 custodial fees and accounting fees, all costs and fees associated with
2 computing, reviewing, and paying distributions from the Gross Settlement
3 Sum, all costs and fees associated with preparing any tax returns and any
4 other filings required by any governmental taxing authority or agency, all
5 costs and fees associated with preparing any other notices, reports, or filings
6 to be prepared in the course of administering disbursements from the Gross
7 Settlement Sum, and any other costs and fees incurred and/or charged by
8 the Claims Administrator in connection with the execution of its duties
9 under this Stipulation.

10 (d) Payment to LWDA from PAGA Allocation. Subject to Court
11 approval, the LWDA shall be paid from the PAGA Allocation a total of
12 \$10,000.00, which is seventy-five percent (75%) of the total PAGA
13 Allocation.

14 2.1.5 No later than twenty (20) calendar days after Defendant's payment of the
15 Gross Settlement Amount to the Claims Administrator, the Claims Administrator, according to the
16 terms, conditions and procedures set forth in this Stipulation, shall mail payment to each
17 Participating Class Member their Individual Settlement Amount, from the Gross Settlement
18 Amount. Individual Settlement Amount payments to Participating Class Members will be
19 inclusive of interest, wages, and penalties, and the portion of said payment constituting Individual
20 Class Payments (see para. 2.1.6(e) below) will be allocated as follows: 25% to satisfaction of
21 claims for interest, 50% to satisfaction of claims for penalties, and 25% to the satisfaction of
22 claims for unpaid wages. The portion of said payment constituting Individual PAGA Payments
23 shall be 100% for satisfaction of penalties. All settlement payments for unpaid wages shall be
24 subject to required withholdings and deductions for W-2 wage payments. With regard to
25 payments in settlement of claims for penalties and interest, these payments shall be issued through
26 a Form 1099 and not subject to withholdings or deductions.

27 2.1.6 The Claims Administrator shall compute the Individual Settlement Amount for the
28 Participating Class Members as follows:

1 (a) First, the Claims Administrator shall subtract the following amounts
2 from the Gross Settlement Sum: (1) the Class Counsel Fees Payment and
3 Class Counsel Litigation Expenses Payment; (2) the Class Representative's
4 Service Award; (3) the Settlement Administrator's Fees; and (4) the
5 \$10,000.00 to be paid to the LWDA from the PAGA Allocation;

6 (b) Second, the Claims Administrator shall subtract the PAGA
7 Allocation from the Net Settlement Amount to get the settlement amount
8 for Participating Class Members ("Class Settlement Amount");

9 (c) Third, the Claims Administrator shall divide the Class Settlement
10 Amount by the total number of workweeks worked by Participating Class
11 Members during the Class Period to get the total amount each Participating
12 Class Member is entitled to for each workweek he or she worked during the
13 Class Period ("Class Weekly Amount"); and

14 (d) Fourth, the Claims Administrator shall divide the employee portion
15 of the PAGA Allocation, \$3,333.00, by the total number of workweeks
16 worked by Similarly Aggrieved Employees during the PAGA Period to
17 determine the amount each Similarly Aggrieved Employee is entitled to for
18 each workweek he or she worked during the PAGA Period ("PAGA
19 Weekly Amount");

20 (e) Fifth, the Claims Administrator will multiple the Class Weekly
21 Amount by the number of workweeks each Participating Class Member
22 worked during the Class Period to determine the portion of the Individual
23 Settlement Amount to be paid to each Participating Class Member
24 ("Individual Class Payment");

25 (f) Sixth, the Claims Administrator shall multiply the PAGA Weekly
26 Amount by the total number of workweeks each Similarly Aggrieved
27 Employee worked during the PAGA Period to determine the portion of the
28 Individual Settlement Amount to be paid to each Similarly Aggrieved

1 Employee (“Individual PAGA Payment”);

2 (g) Seventh, the Claims Administrator will determine the total
3 Individual Settlement Payment to be paid to each Participating Class
4 Member by combining that Participating Class Member’s Individual Class
5 Payment and Individual PAGA Payment;

6 (h) Finally, the Claims Administrator will deduct the Class Member’s
7 payroll taxes and withholdings from the portion of the Individual Class
8 Payment for each Participating Class Member that represents unpaid wages.

9 The Settling Parties agree that the above-described formula and distribution methods are
10 reasonable and fair in light of the Settling Parties’ investigation of the claims of the Class,
11 including claims for civil penalties under PAGA, and the relative degree of uncertainty, risk of
12 outcome of further litigation, and difficulties and delays inherent in such litigation of these claims.

13 2.1.7 The Claims Administrator shall be responsible for calculating, reporting and
14 paying the employee payroll taxes from the Individual Settlement Payments. The Settlement
15 Administrator will report each payment made from the Gross Settlement Sum to government
16 authorities, including but not limited to the Internal Revenue Service, as required by law, and it
17 shall make all required deductions and/or withholdings. The Settlement Administrator will retain
18 the amount due for employee payroll taxes from the Individual Settlement Amount payments and
19 will pay those amounts to the pertinent government authorities in the manner and the time
20 prescribed by law. The Settlement Administrator shall report the wage payments to the Internal
21 Revenue Service (and other relevant government agencies) as wage income in the year of payment
22 on a Form W-2 or similar form issued to the Participating Class Members in question. The
23 Settlement Administrator shall report payments for penalties and interest to the Internal Revenue
24 Service (and other relevant governmental agencies) as non-wage income in the year of payment on
25 a Form 1099 or similar form issued to the Participating Class Members in question. Defendant
26 shall have no involvement in or responsibility for the determination or payment of employee taxes
27 and shall have no liability for any errors made with respect to such employee taxes. The Claims
28 Administrator shall also be responsible for calculating, reporting and paying Defendant’s payroll

1 taxes, which Defendant shall fund separate and apart from the Gross Settlement Sum

2 2.1.8 The Settling Parties agree that nothing contained herein is intended to
3 constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied
4 upon as such. The tax issues for each Participating Class Member are unique, and each
5 Participating Class Member is advised to obtain tax advice from his or her own tax advisor with
6 respect to any payments resulting from this settlement. The Parties make no representations as to
7 the tax treatment or legal effect of the payments called for hereunder, and Settlement Class
8 Members are not relying on any statement or representation by the Parties, Class Counsel and
9 Defense Counsel in this regard. Settlement Class Members understand and agree that they will be
10 responsible for the payment of any employee taxes and penalties assessed on the Individual
11 Settlement Payments described herein and will hold the Parties, Class Counsel and Defense
12 Counsel free and harmless from and against any claims, liabilities, costs and expenses, including
13 attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to
14 this Agreement. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
15 section, the "acknowledging party" and each Party to this Agreement other than the
16 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
17 Agreement, and no written communication or disclosure between or among the Parties or their
18 attorneys and other advisers, is or was intended to be, nor shall any such communication or
19 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
20 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
21 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
22 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
23 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
24 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
25 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
26 party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the
27 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
28 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or

1 tax structure of any transaction, including any transaction contemplated by this Agreement.

2 2.1.9 No Effect on Employee Benefits: Amounts paid to Plaintiff or Participating
3 Class Members pursuant to this Stipulation and settlement will not count as earnings or
4 compensation for purposes of any benefits (e.g., pensions or retirement plans) sponsored by
5 Defendant. It is expressly understood and agree that receipt of the Individual Settlement Payment
6 shall not entitle any Participating Class Member to additional compensation or benefits under any
7 collective bargaining agreement or under any bonus, contest or other compensation or benefit plan
8 or agreement in place during the Class Period or PAGA Period, nor shall it entitle any
9 Participating Class Member to any increased pension and/or retirement, or other deferred
10 compensation benefits. It is the intent of the Parties that Individual Settlement Payments provided
11 for in this Stipulation are the sole payments to be made to Participating Class members in
12 connection with the settlement set forth herein, with the exception of the Class Representative's
13 service award of \$7,500.00 as approved by the Court. Participating Class Members are not
14 entitled to any new or additional compensation or benefits as a result of having received the
15 Individual Settlement Payment. Furthermore, the receipt of the Individual Settlement Payment by
16 Participating Class Members shall not, and does not, by itself establish any general, special or
17 joint employment relationship between and among the Participating Class Members and
18 Defendant.

19 2.1.10 Individual Settlement Amount payments will be valid for a period of one
20 hundred eighty (180) days following issuance by the Claims Administrator, after which they will
21 become void. Should there remain uncashed checks thirty (30) days following issuance, the
22 Claims Administrator will mail a postcard to each holder of an uncashed to remind them to cash
23 the funds before the void date. Following the void date, the Claims Administrator will cause the
24 aggregate sum represented by those uncashed checks, pursuant to California *Code of Civil*
25 *Procedure* section 384, and to be distributed to the California State Controller's Office's
26 Unclaimed Property Division, in the name of the Participating Class Member.

27 **C. Procedure for Approval and Implementation of Settlement**

28 3.1 *Preliminary Approval*

1 3.1.1 The Class Representative, through Class Counsel, shall file this Stipulation
2 with the Court in conjunction with the Motion for Order Granting Preliminary Approval of the
3 Class Action and PAGA Settlement. The Preliminary Approval motion will (1) seek preliminary
4 approval of this Stipulation pursuant to California Rule of Court 3.769(c); (2) conditional
5 certification of the Class for settlement purposes only; (3) seek approval of the Class Notice; and
6 (4) request the scheduling of the Final Approval Hearing, pursuant to California Rule of Court
7 3.769(e). Class Counsel shall file the Motion for Order Granting Preliminary Approval of the
8 Class Action and PAGA Settlement as soon as practicable after this Stipulation is fully executed,
9 but no later than forty-five (45) calendar days thereafter.

10 3.1.2 Failure of the Court to enter the Preliminary Approval Order in its entirety
11 or in a substantially similar form (as indicated in Paragraph 3.1.1) will be grounds for Defendant
12 to terminate the settlement and the terms of this Stipulation pursuant to Paragraph 3.6.1. The
13 Settling Parties are to take all reasonable steps to cure any deficiencies so as to avoid any
14 termination of the settlement.

15 3.2 *Notice to Class Members*

16 3.2.1 Following the grant of Preliminary Approval and direction by the Court to
17 mail the Court-approved Class Notice, the Claims Administrator shall mail a Notice Packet to
18 each Class Member no later than ten (10) calendar days after Defendant provides the data to the
19 Claims Administrator as set forth in Paragraph 3.2.2 below. The Class Notice Packet shall be
20 mailed via first class mail, postage pre-paid through the United States Postal Service. The
21 envelope containing the Class Notice Packet shall bear the following phrase in bold type, ¼ inch
22 below the return address or ¼ inch above the Claims Administrator's name and address: Return
23 Service Requested. The envelope shall also bear the following phrase in the bottom left hand
24 corner: IMPORTANT LEGAL DOCUMENT – You May Get Money From A Class Action
25 Settlement; Your Prompt Reply To Correct A Bad Address Is Required; Please Open
26 Immediately". The Notice Packet will not contain any other materials.

27 3.2.2 Defendant shall prepare a list, in an electronically usable format, containing
28 for each Class Member, to the extent Defendant has such information, the following: (1) the first,

1 last and middle name; (2) Last Known Address; (3) social security number; and (4) hire and, if
2 applicable, termination dates of employment. By approving this settlement, the Court will be
3 deemed to have authorized Defendant to provide the Claims Administrator with the Class Data
4 List, including the social security numbers of Class Members. Defendant shall provide the Class
5 Data List to the Claims Administrator and Class Counsel within twenty (20) calendar days of the
6 Preliminary Approval Date.

7 3.2.3 For the Class Representative, the Claims Administrator shall mail the Class
8 Notice Packet to the Class Representative in care of Class Counsel at Class Counsel's address.

9 3.2.4 For Class Members who have been designated by Defendant on the Class
10 List as an active employee, the Claims Administrator shall mail the Class Notice to the Last
11 Known Address provided by Defendant. If a Notice Packet associated with an active employee is
12 returned as undeliverable due to a bad address, the Claims Administrator shall inform the Parties,
13 and Defendant shall request said employee provide a current address

14 3.2.5 Prior to mailing the Class Notice, the Claims Administrator shall undertake
15 a reasonable address verification to ascertain the accuracy of the Last Known Address of Class
16 Members' addresses contained in the Class Data List. To the extent this process yields an
17 Updated Address, it shall replace the Last Known Address and be treated as the new Last Known
18 Address for purposes of this Stipulation and for Class Notice mailing.

19 3.2.6 If a Class Member is known to be deceased, the Class Notice for that
20 deceased Class Member shall be mailed to the Last Known Address (or Updated Address, if
21 applicable) of the legal representative of the deceased Class Member's estate, to the extent
22 known.

23 3.2.7 Unless the Claims Administrator receives a Class Notice returned from the
24 United States Postal Service for reasons discussed below in this paragraph, that Class Notice shall
25 be deemed mailed and received by the Class Member to whom it was sent five (5) days after
26 mailing. In the event that subsequent to the first mailing of a Class Notice and prior to the Opt-
27 Out Deadline, that Class Notice is returned to the Claims Administrator by the United States
28 Postal Service because the address of the recipient is no longer valid (i.e., the envelope is marked

"Return to Sender"), the Claims Administrator shall undertake an Accurint or Experian Skip Tracing on the Class Member to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Class Notice within three (3) business days of receipt of the returned Class Notice. In either event, the Class Notice shall be deemed received once it is mailed for the second time. In the event that subsequent to the first mailing of a Class Notice and on or after the Opt-Out Deadline, that Notice is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid (i.e., the envelope is marked "Return to Sender"), the Claims Administrator shall be required to take no further action with that Class Notice and it shall be deemed to have been delivered. In the event that subsequent to the first mailing of a Class Notice and prior to the Opt-Out Deadline that Notice is returned to the Claims Administrator by the United States Postal Service with a forwarding address for the recipient, the Claims Administrator shall re-mail the notice to that address within three (3) business days of receipt of the returned Class Notice, and the Class Notice will be deemed mailed and received at that point, and the forwarding address shall be deemed the Updated Address for that Class Member. In any event, if the Claims Administrator does not receive notice from the United States Postal Service that a particular Class Notice is undeliverable, or should be sent to a forwarding address, at least ten (10) calendar days prior to the deadline for the Claims Administrator to provide the Declaration of Compliance as described below, the notice procedures in this paragraph will be deemed to have been complied with as to that Class Notice and no further action need be taken by the Claims Administrator with regard to that Class Notice. In the event the Claims Administrator must re-mail any Class Notice pursuant to the provisions of this Paragraph due to being returned for an invalid address, the Opt-Out and Objection Deadlines shall be extended for those re-mailings to no later than thirty (30) calendar days from the date of the re-mailing of the Class Notice. The Claims Administrator shall include a cover letter with any re-mailing informing the Class Member of the re-mailing of the Class Notice and that he or she has thirty (30) calendar days from the date of the re-mailing (which shall be the date the re-mailing of the Class Notice is postmarked) to postmark any response allowed by the Stipulation

1 and Class Notice, even if postmarked after the original Objection and Opt-Out Deadlines.
2 Compliance with the procedures described in this paragraph shall constitute due and sufficient
3 notice to Class Members of this proposed settlement and of the Final Approval Hearing and shall
4 satisfy the requirements of due process. Nothing else shall be required of or done by the Settling
5 Parties, Class Counsel, counsel for Defendant, or the Claims Administrator to provide notice of
6 the proposed settlement and the Final Approval Hearing.

7 3.2.8 No later than thirty (30) calendar days before the Final Approval Hearing,
8 the Claims Administrator shall provide Class Counsel and counsel for Defendant with a
9 declaration attesting to completion of the notice process, including any attempts to obtain
10 Updated Addresses for, and the re-sending of, any returned Class Notices, names of Opt-Out
11 employees and all the steps set forth above ("Declaration of Compliance"), which shall be filed
12 with the Court by Class Counsel together with the Motion for Order Granting Final Approval and
13 Entering Judgment.

14 3.3 *Responses to the Notice of Proposed Class Action Settlement*

15 3.3.1 Participation at Class Members' Own Expense: Pursuant to California Rule
16 of Court 3.766(d)(5), Class Members have the option to participate in the Lawsuit at their own
17 expense by obtaining their own attorney(s). Class Members who choose this option will be
18 responsible for any attorneys' fees or costs incurred as a result of this election. The Class Notice
19 will advise Class Members of this option.

20 3.3.2 Objections to Settlement: Class Members may also object to the settlement
21 by submitting a written objection to the Claims Administrator no later than the Objection
22 Deadline. The written objection must be signed and dated, and additionally state the Class
23 Member's name, dates of employment with Defendant, the case name and number (*LaSpina v.*
24 *Animal Medical Center*, Placer County Superior Court Case No. S-CV-0046793) and the basis for
25 the objection. A Class Member who objects to the settlement will still be considered a Member of
26 the Settlement Class unless he or she submits a valid and timely request for exclusion as set forth
27 below. Class Counsel shall file copies of such objections at the time the Motion for Order
28 Granting Final Approval of Class Action Settlement is filed with the Court. Even if a Class

1 Member does not submit a written objection, he or she may appear at the Final Approval hearing
2 to lodge an objection.

3 3.3.3 Opting Out of Settlement: Written requests to be excluded from or Opt-Out
4 of the Settlement must be post-marked and returned to the Claims Administrator at the address
5 provided in the Class Notice by no later than Opt-Out Deadline, unless extended as provided for
6 above. Such written requests for exclusion must contain the name, address, telephone number, the
7 last four (4) digits of the social security number of the person requesting exclusion from the Class
8 and must explicitly and unambiguously state the following statement or similar statement: "I wish
9 to exclude myself from the settlement reached in the matter of *LaSpina v. Animal Medical Center*.
10 I understand by excluding myself, I will not receive any money from the settlement reached in this
11 matter." Any person who properly Opt-Outs of the Class using this procedure will not be entitled
12 to any payment from the Gross Settlement Sum and will not be bound by the Settlement or have
13 any right to object, appeal, or comment thereon. Class Members who do not submit a valid and
14 timely request for exclusion in the manner described in this paragraph and as set forth in the Class
15 Notice shall receive an Individual Settlement Payment and shall become Participating Class
16 Members and shall be bound by the Judgment. Regardless of whether a Class Member submits a
17 timely request for exclusion, if the Class Member also worked during the PAGA Period, they shall
18 still receive and be entitled to an Individual Settlement Payment as a Similarly Aggrieved
19 Employee, for the Individual PAGA payment.

20 3.3.5 In the event that any Class Member timely submits a Request for Exclusion
21 (Opt-Out of the Settlement Class), but it is deficient, as soon as possible, but not later than five (5)
22 business days from the Claims Administrator's receipt of such, the Claims Administrator shall
23 send by first class, United States mail a notice to such Class Member informing him or her of the
24 deficiency and that he or she has ten (10) calendar days from the date of the notice (which shall be
25 the date the notice is mailed) to cure the deficiency and postmark and mail the corrected Request
26 for Exclusion, even if postmarked after the Opt-Out Deadline. The Claims Administrator shall
27 also copy Class Counsel and counsel for Defendant with any such notices of deficiency.

28 3.3.6 If after the Opt-Out Deadline, five percent (5%) or more of the Class

Members submit timely and valid requests to be excluded from the settlement, Defendant shall in its sole discretion have the option to terminate the settlement. Defendant shall exercise its option to terminate, if it wishes, prior to the Final Approval Hearing and subject to the requirements of para. 3.6.1 herein, below. If Defendant chooses to terminate the settlement, the settlement and condition class certification shall be considered void and neither the settlement, conditional class certification, nor any of the related negotiations or proceedings shall be of any force or effect, and the Settling Parties shall be in the same position as if this settlement had never been entered into or filed with the Court, without prejudice.

3.3.7 The Settling Parties agree that the Opt-Out/Objection Deadline shall not be extended and no untimely submissions will be honored, under any circumstances, unless mutually agreeable by the Settling Parties and/or except to the extent permitted by this agreement. Notwithstanding the foregoing, a Class Member will be allowed to extend the Opt-Out and Objection Deadlines for him or herself if and only if he or she can make a showing of legal incapacity during the notice period. By executing this settlement, Class Representative hereby stipulates she will not object to or seek to exclude herself from the settlement in any way.

3.4 *Post- Claims Administration Period Events and Settlement Fairness Hearing*

3.4.1 At the Final Approval Hearing, the Class Representative shall ask the Court to give final approval of this Stipulation and shall submit to the Court a proposed Order Granting Final Approval of the Settlement and requesting that Judgment be entered. The Settling Parties shall take all reasonable efforts to secure entry of the Order Granting Final Approval of Settlement and the Judgment. If the Court rejects the Stipulation, fails to enter the Order Granting Final Approval of Settlement, or fails to enter the Judgment, this Stipulation shall be void, and Defendant shall have no obligation to make any payments under the Stipulation. However, the Settling Parties and their counsel agree to take all reasonable efforts to fix any deficiencies the Court cites for its non-approval as set forth in this agreement.

3.5 *Releases*

3.5.1 Upon the full funding of the Gross Settlement Sum by Defendant, the Class Representative and each of the Class Members shall be deemed to have, and by operation of the

Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims and/or Released PAGA Claims as follows:

3.5.1(a) Released Class Claims: Settlement Class Members who have not opted out of the Class Action Settlement will release the "Released Claims". The period of the Release shall extend to the limits of the Class Period.

3.5.1(b) Released PAGA Claims: While Class Members may Opt Out of receiving any Individual Class Payment, and thereby opt out of releasing the Released Class Claims as set forth herein above, Class Members who worked during the PAGA Period shall still receive and be entitled to an Individual Settlement Payment as a Similarly Aggrieved Employee, for the Individual PAGA Payment. Thus regardless of any Opt Out timely submitted by said Class Member, and resulting avoidance of releasing the Released Class Claims, said Class Member shall nevertheless hereby irrevocably and unconditionally waive, release and forever discharge Released Parties from any and all claims for civil penalties under PAGA that are pled in the First Amended Complaint to be filed, including any and all claims for or related to civil penalties that may be awarded pursuant to the Private Attorneys General Act for the violations alleged in the First Amended Complaint arising during the PAGA Period.

3.5.1 (c) Additional Release by Plaintiff Only: In light of her Class Representative Enhancement Payment, Plaintiff has agreed to release, in addition to the Released Claims described above, any and all claims of any kind or nature, known or unknown, under federal or state law, that are based on acts or omissions occurring as of or prior to the time of Plaintiff signing this Stipulation, against the Released Parties ("Plaintiff's Released Claims"). Plaintiff understands that this release includes Unknown Claims by Class Representative (as defined herein, above) and that she is, as a result, waiving all rights and benefits afforded by California Civil Code § 1542, which provides as follows:

A general release does not extend to claims which 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.

Specifically excluded from Plaintiff's Released Claims are any claims for workers' compensation

1 benefits or other claims that cannot be released as a matter of law.

2 3.6 *Termination of Settlement: Reasonable Steps to Cure*

3 3.6.1 In the event that the settlement set forth in this Stipulation shall not be
4 approved in its entirety by the Court, or in the event that the Effective Date does not occur, the
5 Settling Parties shall have the option to void the settlement, and in such case, no payments shall be
6 made by Defendant to anyone in accordance with the terms of this Stipulation, and this Stipulation
7 shall be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this
8 provision, the Settling Parties agree to take all reasonable steps to cure any deficiencies cited by
9 the Court as reason(s) for non-approval of any matter(s) filed with the Court for approval. If the
10 Court changes the dates or deadlines of hearings provided for in this Stipulation by fewer than five
11 (5) months, this shall not be deemed a substantial change necessitating termination of the
12 settlement, provided that the Settling Parties agree to move other dates and deadlines in the
13 Stipulation accordingly. In the event the Court reduces any of the amounts requested for the Class
14 Representative, the Class Counsel's fees or costs, or the Claims Administrator, the difference shall
15 become part of the Net Settlement Amount. In the event that more than five percent (5%) of Class
16 Members Opt-Out of the settlement in the manner provided by this Stipulation and Class Notice,
17 Defendant shall have the right to terminate and void this settlement and Stipulation; however,
18 Defendant must notify Class Counsel of its intention to nullify the settlement and Stipulation
19 within ten (10) calendar days after the expiration of the Opt-Out Deadline. In the event that
20 Defendant elects this option, it shall be solely responsible for any fees/costs incurred for the
21 services of the claims administrator.

22 3.7 *Miscellaneous Provisions*

23 3.7.1 No Person shall have any claim against Class Counsel, the Claims
24 Administrator, or any of the Animal Medical Center Releasees based on the payments made or
25 other actions taken substantially in accordance with this Stipulation and the settlement contained
26 herein or further orders of the Court.

27 3.7.2 In the event that the Stipulation is not substantially approved by the Court,
28 after all reasonable steps to cure have been exhausted, or the settlement set forth in the Stipulation

1 is terminated, cancelled, declared void, or fails to become effective in accordance with its terms,
2 or if the Judgment does not become Final, or to the extent cancellation is otherwise provided for in
3 this Stipulation, the Settling Parties shall resume the Litigation at that time as if no Stipulation had
4 been entered. In such event, the terms and provisions of the Stipulation shall have no further force
5 and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other
6 proceeding for any purpose, and any Judgment or order entered by the Court in accordance with
7 the terms of the Stipulation shall be treated as vacated. Notwithstanding any other provision of
8 this Stipulation, if the Court should fail to award attorneys' fees to Class Counsel in the full
9 amount provided for in this Stipulation, no order of the Court or modification of any order of the
10 Court concerning the amount of any attorneys' fees to be paid by Defendant to Class Counsel
11 pursuant to this settlement shall constitute grounds for cancellation or termination of the
12 Stipulation or grounds for limiting any other provision of the Judgment. It is agreed that no order
13 of the Court, including any order concerning attorneys' fees, may alter or otherwise increase the
14 Gross Settlement Amount. However, Class Counsel retains their right to appeal any decision by
15 the Court regarding the Attorney's Fees and Costs.

16 3.7.3 The Settling Parties (a) acknowledge that it is their intent to consummate
17 this agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
18 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of
19 the Stipulation; (c) agree to seek and to attempt to obtain Court approval for the Stipulation; and
20 (d) agree to reasonably work together to seek and attempt to obtain Court approval for the
21 Stipulation and final approval should the Court not grant approval upon the first presentation.

22 3.7.4 The Settling Parties and their attorneys and experts agree to keep the
23 Settlement confidential through preliminary approval. The Settling Parties further agree that no
24 party shall issue any press release to the news media, or communicate in any way with any news
25 media, concerning the Stipulation, Settlement or the Litigation.

26 3.7.5 Unless otherwise ordered by the Court, in the event the Stipulation shall be
27 terminated, cancelled, declared void or fails to become effective in accordance with its terms,
28 within twenty (20) business days after written notification of such event, Defendant and Class

1 Counsel shall notify each other of this event in writing.

2 3.7.6 This Stipulation compromises claims which were contested and the subject
3 of a good faith dispute, and it shall not be deemed an admission by any of the Settling Parties as to
4 the merits of any claim or defense. The Settling Parties agree that the amounts paid in settlement
5 of the Litigation and the other terms of the Settlement were negotiated at arms' length and in good
6 faith, with sufficient information exchanged between the Settling Parties, and reflects a settlement
7 that was reached voluntarily after consultation with competent legal counsel.

8 3.7.7 All of the exhibits to the Stipulation are material and integral parts hereof
9 and are fully incorporated herein by this reference.

10 3.7.8 The Stipulation may be amended or modified only by a written instrument
11 signed by or on behalf of all Settling Parties or their respective successors-in-interest or their
12 respective counsel.

13 3.7.9 This Stipulation constitutes the entire agreement between the Settling
14 Parties hereto, with the exception of the settlement agreement entered into between the Plaintiff
15 and Defendant to resolve Placer County Superior Court case no. S-CV-0046792, and no
16 representations, warranties or inducements have been made to any party concerning the
17 Stipulation or its exhibits other than the representations, warranties and covenants contained and
18 memorialized in such documents. Except as otherwise provided herein, each party shall bear its
19 own costs.

20 3.7.10 Class Counsel, on behalf of the Settlement Class, is expressly authorized by
21 the Class Representative to take all appropriate action required or permitted to be taken by the
22 Class pursuant to the Stipulation to effectuate its terms and are also expressly authorized to enter
23 into any modifications or amendments to the Stipulation on behalf of the Settlement Class which
24 they deem appropriate.

25 3.7.11 Each counsel or other Person executing the Stipulation or any of its exhibits
26 on behalf of any of the Settling Parties hereby warrants that such Person has full and express
27 authority to do so.

28 3.7.12 The Stipulation may be executed in one or more counterparts as well as

1 DocuSigned. All executed counterparts and each of them shall be deemed to be one and the same
2 instrument. A complete set of executed counterparts shall be filed with the Court.

3 3.7.13 The Stipulation shall be binding upon, and inure to the benefit of, the
4 successors and assigns of the parties hereto; however, this Stipulation is not designed to and does
5 not create any third-party beneficiaries unless otherwise specifically provided herein.

6 3.7.14 The Court shall retain jurisdiction with respect to implementation and
7 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
8 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

9 3.7.15 The Stipulation and the exhibits hereto shall be considered to have been
10 negotiated, executed and delivered, and to have been wholly performed, in the State of California,
11 and the rights and obligations of the parties to the Stipulation shall be construed and enforced in
12 accordance with, and governed by, the internal, substantive laws of the State of California without
13 regard to principles of conflicts of law.

14 3.7.16 The language of all parts of this Stipulation shall in all cases be construed
15 as a whole, according to its fair meaning, and not strictly for or against either party. No party shall
16 be deemed the drafter of this Stipulation. The Settling Parties acknowledge that the terms of the
17 Stipulation are contractual and are the product of negotiations between the Settling Parties and
18 their counsel. Each party and his/its counsel cooperated in the drafting and preparation of the
19 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
20 construed against any party and the canon of contract interpretation set forth in California *Civil*
21 *Code* § 1654 shall not be applied.

22 3.7.17 Should any deadlines set forth in the Stipulation require any action to be
23 taken on a weekend or a Court holiday, then the action may be taken on the next business day,
24 unless otherwise specified by law or rule of Court, except that should the Opt-Out Deadline or
25 Objection Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency
26 notice or a re-mailing) fall on a Saturday and regular United States Mail service is in operation
27 that day, then no further extension pursuant to this paragraph shall apply to these specific
28 deadlines.

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11/12/2021

Dated: _____

DocuSigned by:

Nicole LaSpina

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Plaintiff Nicole LaSpina

Dated: _____

Defendant Animal Medical Center

Name: _____

Title: _____

Approved as to Form:

DATED: September __, 2021

Respectfully submitted,

OTKUPMAN LAW FIRM, ALC

By: _____

ROMAN OTKUPMAN

Attorney for Plaintiff, NICOLE LASPINA

DATED: September __, 2021

PALMER KAZANJIAN WOHL HODSON LLP

By: _____

TREAVAR K. HODSON

ALEXANDRA M. ASTERLIN

CASEY M. BLANAS

Attorneys for Defendant ANIMAL MEDICAL
CENTER