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Attorneys for Plaintiffs, DENISE LAI and ELIM YEE

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

DENISE LAI, an individual, on behalf of
herself, on behalf of all persons similarly
situated, and on behalf of all aggrieved
employees; and ELIM YEE, an individual, on
behalf of herself, on behalf of all persons
similarly situated, and on behalf of all aggrieved
employees,

Plaintiffs,

vs.

SAN ROQUE PET HOSPITAL, INC., a
California corporation; GOLETA AIRPORT
PET HOSPITAL, INC., a California
corporation; MONTECITO PET HOSPITAL,
INC., a California corporation; PETVET CARE
CENTERS (CALIFORNIA), INC., a Delaware
corporation; DAVID P. DAWSON, an
individual; and DOES 1 through 50 inclusive,

Defendants.

Case No. 22CV00150

Honorable Thomas P. Anderle

CLASS ACTION

**DECLARATION OF KAYLIE
O'CONNOR (ON BEHALF OF CPT
GROUP, INC.) WITH RESPECT TO
NOTIFICATION AND SETTLEMENT
ADMINISTRATION**

Date: April 12, 2023
Time: 10:00 a.m.
Dept.: 3

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1. I am employed by CPT Group, Inc. (“CPT”), the Court-approved class action Settlement Administrator for *Denise Lai, et al. v San Roque Pet Hospital, Inc., et al.*, Santa Barbara Superior Court Case No. 22CV00150 as a Case Manager II. I have personal knowledge of the facts set forth in this declaration, and if called as a witness, I could and would testify competently thereto.

3. CPT was selected by the parties to administer the settlement in this action. In this capacity, CPT was charged with (a) printing, distributing, and tracking documents for this Settlement; (b) establishing and maintaining a toll free case hotline where Class Members can speak to case representatives regarding case specific questions; (c) will be responsible for calculating and mailing the Individual Settlement Payment checks to Class Members as well as completing any associated tax withholding and reporting to the State and Federal tax authorities; (d) providing necessary reports and declarations, as requested by the parties; and (e) performing such other tasks as set forth in the Settlement Agreement or as the parties mutually agree or that the Court orders.

5. On December 27, 2022, CPT received two data files from Defense Counsel that contained the name, last known mailing address, Social Security number, and dates of employment/ workweeks for each Class Member (“Class List”). The finalized Class List contained 3,820 Class Members.

6. On January 9, 2023, CPT conducted a National Change of Address (“NCOA”) search in attempt to update the addresses on the Class List and ensure it was as accurate as

possible. A search of this database provided updated addresses for any individual who had moved in the previous four years and notified the U.S. Postal Service of their change of address. As a result of the NCOA search, CPT was able to locate 396 updated addresses.

7. The Notice Packets were enclosed in an envelope with the Class Member's name and known address printed on them. On January 10, 2023, the Notice Packets were mailed via U.S. first class mail to all Class Members. The deadline for Class Members to submit disputes, requests for exclusion or objections to the settlement was February 24, 2023.

8. As of the date of this declaration, 168 Notice Packets have been returned to our office by the Post Office, 7 of which were provided with forwarding addresses. CPT performed a skip trace on all returned mail to try and locate better addresses using Accurant, one of the most comprehensive address databases available. It utilizes hundreds of different databases supplied by credit reporting agencies, public records, and a variety of other national databases.

9. As a result of either skip trace efforts or requests from the Class Members themselves, a total of 134 Notice Packets have been re-mailed to date. As of the date of this declaration, a total of 41 Notice Packets are deemed undeliverable.

10. As of the date of this declaration, CPT has received 1 dispute regarding the number of Workweeks. Upon review of information submitted by the class member, CPT conferred with Defense Counsel regarding Defendant's employment records, and it was determined that the class member did not qualify for any additional workweeks.

11. As of the date of this declaration, CPT has received 6 requests for exclusion, of which 1 was a member of Subclass A and the remaining 5 were members of Subclass B.

12. PAGA Employees will not have the opportunity to opt out of the PAGA Payment. Therefore, the 5 opt outs from Subclass B will receive a PAGA Payment.

13. As of the date of this declaration, CPT has received no objections to the settlement.

14. As of the date of this declaration, CPT reports a total of 87 Participating Class Members for Subclass A, representing 98.9% of the Settlement Class. The entire Net Settlement Amount was used to calculate the estimated amount for each Participating Class Member:

Subclass A Gross Settlement Amount	\$437,500.00
Less Class Counsel Fees	(\$145,833.50)
Less Class Counsel Costs	(\$9,000.00)
Less Enhancement Payments to Plaintiffs	(\$7,500.00)
<u>Less Settlement Administration Costs</u>	<u>(\$12,250.00)</u>
Net Settlement Amount	\$262,916.50

15. Based on estimated settlement calculations at this time, the total amount to be distributed to Participating Class Members in Subclass A is \$262,916.50. The average gross Settlement Payment to Participating Class Members in Subclass A is estimated to be \$3,022.03, and the highest is \$7,091.86

16. As of the date of this declaration, CPT reports a total of 3,769 Participating Class Members for Subclass B, representing 99.9% of the Settlement Class. The entire Net Settlement Amount was used to calculate the estimated amount for each Participating Class Member:

Subclass B Gross Settlement Amount	\$437,500.00
Less Class Counsel Fees	(\$145,833.50)
Less Class Counsel Costs	(\$9,000.00)
Less Enhancement Payments to Plaintiffs	(\$7,500.00)
Less LWDA	(\$15,000.00)
Less PAGA Class Payment	(\$5,000.00)
<u>Less Settlement Administration Costs</u>	<u>(\$12,250.00)</u>
Net Settlement Amount	\$242,916.50

17. Based on estimated settlement calculations at this time, the total amount to be distributed to Participating Class Members in Subclass B is \$242,916.50. The average gross

1 Settlement Payment to Participating Class Members in Subclass B is estimated to be \$64.45, and
2 the highest is \$180.67.

3 18. Pursuant to the terms of the Settlement Agreement, \$20,000.00 from the Gross
4 Settlement Amount will be designated for satisfaction of Plaintiff's and PAGA Employees'
5 claims under PAGA, 75% of which or \$15,000.00, will be paid to the Labor and Workforce
6 Development Agency ("LWDA"), and 25% or \$5,000.00 will be paid to PAGA Employees.

7 19. As of the date of this declaration, CPT reports a total of 3,774 PAGA Aggrieved
8 Employees. The average gross PAGA Payment is estimated to be \$1.32, and the highest is \$3.71.

9 20. CPT will charge a total of \$24,500.00 in costs associated with the administration
10 of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in
11 completing the Settlement.

12
13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct. Executed this 14th day of March 2023, at Irvine, California.

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19 KAYLIE O'CONNOR
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EXHIBIT A

Denise Lai, et al. v San Roque Pet Hospital, Inc., et al. – 22CV00150
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: Subclass A: All persons who are or were hourly paid employees of SAN ROQUE PET HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL, INC., MONTECITO PET HOSPITAL, INC. and / or DAVID P. DAWSON, in the State of California, at any time during the period commencing on January 13, 2018, and ending on August 25, 2020 (the “Subclass A Subclass Period”); and / or

Subclass B: All persons who are or were hourly paid employees of PETVET CARE CENTERS (CALIFORNIA), INC., in the State of California, at any time during the period commencing September 16, 2020, to December 21, 2022 (the “Subclass B Subclass Period”) (Subclass A Members and Subclass B Members are collectively “Class Members”).

On December 21, 2022, 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 10:00 a.m. on April 12, 2023 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 DENISE LAI and ELIM YEE (“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, failure to reimburse business expenses, failure to provide adequate seating, and for violations of the California Business & Professions Code §§ 17200, et seq. Plaintiffs also seek to 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 weeks 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 of which \$437,500 is allocated to Subclass A and \$437,500 is allocated to Subclass B. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$7,500 to DENISE LAI and \$7,500 to ELIM YEE for their services on behalf of the class and for general releases of all claims; (3) \$291,667 in attorneys' fees and approximately \$18,000 in litigation costs and expenses to Class Counsel; (4) a \$20,000 payment to the California Labor and Workforce Development Agency ("LWDA"), Seventy-Five Percent (75%) of which, or \$15,000, will be paid to the LWDA, and Twenty-Five Percent (25%), or \$5,000, 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 will not exceed \$24,500. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, and the Settlement Administrator's fees and expenses, which are allocated equally between Subclass A and Subclass B, and after deducting the payment to the LWDA, which is allocated entirely to Subclass B, a total of approximately \$510,833.00 ("Net Settlement Amount") will be allocated to Class Members who do not opt out of the settlement. Approximately \$262,916.50 of the Net Settlement Amount will be allocated to Subclass A and approximately \$247,916.50 of the Net Settlement Amount will be allocated to Subclass B.

Each Subclass Member's settlement payment will be based on the number of Workweeks each Subclass Member worked during the Subclass A Subclass Period and / or Subclass B Subclass Period ("Subclass Periods"). The formula for calculating individual settlement payments is as follows:

- (a) The Settlement Administrator will calculate the total number of Workweeks worked by each Subclass Member based upon their dates of employment during each Subclass Period and the aggregate total number of Workweeks worked by all Subclass Members during each Subclass Period
- (b) Each Subclass Member's share of the Net Settlement Amount will be calculated according to the following formula: Subclass Member's Workweeks ÷ Entire Subclass' aggregate Workweeks × Subclass's allocation of 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 <<ClassA_workweeks>> Workweeks during the Subclass A Subclass Period and a total of <<ClassB_workweeks>> Workweeks during the Subclass B Subclass Period. Accordingly, your estimated payment is approximately \$<<ClassA_SettAmt>> for the Subclass A Subclass Period and \$<<ClassB_SettAmt>> for the Subclass B Subclass Period. Your estimated payment totals approximately \$<<TotalSettAmt>>. 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 February 24, 2023, to:

Denise Lai, et al. v. San Roque Pet Hospital, Inc., et al.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Facsimile: 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, sixty percent (60%) as non-wages penalties, for which IRS Forms

1099-MISC will be issued, and twenty percent (20%) as pre-judgment interests, for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you 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.

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, 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 January 13, 2018, to August 25, 2020, for Subclass A and from September 16, 2020, through December 21, 2022, for Subclass B.

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 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.

Denise Lai, et al. v. San Roque Pet Hospital, Inc., et al.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Facsimile: 949-419-3446

The written request to be excluded must be postmarked no later than February 24, 2023. If you submit a request for exclusion which is not postmarked by February 24, 2023, 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 stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement.

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 Denise Lai, et al. v. San Roque Pet Hospital, Inc., et al. c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606.

All written objections must be received by the administrator by not later than February 24, 2023. 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 10:00 a.m. on April 12, 2023 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 obtaining current Zoom login information for SB Dept. 3 at the following link: <https://www.sbcourts.org/gi/notices/ZoomMeetingCodes.pdf>

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.

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Calvin A. Marshall, Esq. (SBN 318587)
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tracklaw@me.com
calvin@greifingerlaw.com

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

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18
4 and not a party to the within lawsuit; my business address is 15515 W. Sunset Boulevard,
Unit 214, Pacific Palisades, CA 90272.

5 On **March 16, 2023**, I served the foregoing document described as **DECLARATION OF**
6 **KAYLIE O'CONNOR (ON BEHALF OF CPT GROUP, INC.) WITH RESPECT TO**
7 **NOTIFICATION AND SETTLEMENT ADMINISTRATION** on the interested parties in
this action by placing ☒ a true copy thereof on:

8 Nancy Yaffe
9 Daniel Kitzes
10 FOX ROTHSCHILD LLP
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067
11 nyaffe@foxrothschild.com
12 dkitzes@foxrothschild.com
13 *Attorneys for Defendants*
14 *San Roque Pet Hospital, Inc., Goleta*
Airport Pet Hospital, Inc., Montecito Pet
Hospital, Inc., PetVet Care Centers
(California), Inc., and David P. Dawson

- 15 ☐ (BY MAIL): as follows: I deposited the envelopes for mailing in the ordinary
16 course of business at Los Angeles County, California. I am "readily familiar"
17 with this firm's practice of collection and processing correspondence for mailing.
Under that practice, the sealed envelopes are deposited with the U.S. Postal
Service that same day in the ordinary course of business, with postage thereon
18 fully prepaid at Los Angeles County, California.
19 ☐ (BY OVERNIGHT DELIVERY): as follows: I am "readily familiar" with this
20 firm's practice of collection and processing correspondence for overnight
delivery. Under that practice, overnight packages are enclosed in a sealed
21 envelope with a packing slip attached thereto fully prepaid. The packages are
picked up by the carrier at our offices or delivered by our office to a designated
22 collection site.
23 ☒ BY E-MAIL ONLY PER AGREEMENT: I hereby certify that this document was
served from Los Angeles County, California, by e-mail delivery on the parties
24 listed herein at their most recent known e-mail address or e-mail of record in this
25 action.

26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct.

28 Executed on **March 16, 2023**, at Los Angeles County, California.

Calvin A. Marshall, Esq.

Type or Print Name


Signature