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*Attorneys for Plaintiffs,
DENISE LAI and ELIM YEE
and the putative Class*

**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

CLASS ACTION

[PROPOSED] JUDGMENT

Date: April 12, 2023

Time: 10:00 a.m.

Dept.: SB Dept. 3

1 **JUDGMENT**

2 Pursuant to the Order Granting the Motion for Final Approval of the Class Action
3 and PAGA Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class
4 Representative Enhancement Payments ("Order"), it is hereby **ORDERED, ADJUDGED,**
5 **AND DECREED** as follows:

6 1. Judgment in this matter is entered in accordance with and incorporates by
7 reference the findings of the Court's Order and the November 17, 2022, Joint Stipulation of
8 Class Action and PAGA Settlement and Release ("Settlement Agreement"). Unless
9 otherwise provided herein, all capitalized terms used herein shall have the same meaning as
10 defined in the Settlement Agreement.

11 2. As provided by the Order, all Class Members who did not timely and
12 properly opt out from the Settlement are barred from pursuing, or seeking to reopen, any of
13 the Released Claims, as defined by the Settlement Agreement. Consistent with the
14 definitions provided in the Settlement Agreement, the Settlement Class consists of:

15 Subclass A: All persons who are or were hourly paid employees of SAN ROQUE PET
16 HOSPITAL, INC., GOLETA AIRPORT PET HOSPITAL, INC., MONTECITO PET
17 HOSPITAL, INC. and / or DAVID P. DAWSON, in the State of California, at any time during
18 the period commencing on January 13, 2018, and ending on August 25, 2020, (the "Subclass A
19 Class Period" and "Subclass A Members"); and,

20 Subclass B: All persons who are or were hourly paid employees of PETVET CARE
21 CENTERS (CALIFORNIA), INC., in the State of California, at any time during the period
22 commencing September 16, 2020, and ending on December 21, 2022 (the "Subclass B Class
23 Period" and "Subclass B Members") (Collectively "Class Periods", "Class Members" and
24 "Settlement Class").

25 3. This Judgment shall also be binding on all Aggrieved Employees and the
26 State of California, who are hereby barred by the doctrine of res judicata from relitigating
27 the Released Claims, as that term is defined by the Settlement Agreement. (*Arias v.*
28 *Superior Court* (2009) 46 Cal.4th 969, 986 [judgment in a representative action brought by

1 an aggrieved employee under PAGA is binding not only on the named employee plaintiff
2 but also on state labor law enforcement agencies and any aggrieved employee not a party to
3 the proceeding[.]

4 4. Without affecting the finality of the Judgment, the Court shall retain
5 exclusive and continuing jurisdiction over the above-captioned action and the parties,
6 including all Class Members, for purposes of enforcing the terms of the Judgment entered
7 herein under Code of Civil Procedure section 664.6.

8 5. Neither this Judgment, the Order, the Settlement Agreement, any document
9 referred to herein, any exhibit to any document referred to herein, any action taken to carry
10 out the settlement, nor any negotiations or proceedings related to the settlement are to be
11 construed as, or deemed to be evidence of, or an admission or concession with regard to,
12 the denials or defenses of Defendant and shall not be offered in evidence in any proceeding
13 against the Parties hereto in any court, administrative agency, or other tribunal for any
14 purpose whatsoever other than to enforce the provisions of the Order and Judgment.

15 6. This document shall constitute a judgment (and separate document
16 constituting the judgment) for purposes of California Rules of Court, rule 3.769(h).

17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

18 Dated: _____, 2023

19 _____
20 Honorable Thomas P. Anderle
21 JUDGE OF THE SUPERIOR COURT
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