

David R. Greifinger, Esq. (SBN 105242)
Calvin A. Marshall, Esq. (SBN 318587)
LAW OFFICES OF DAVID R. GREIFINGER
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
Telephone: (424) 330-0193
Facsimile: (831) 920-4864
tracklaw@me.com
calvin@greifingerlaw.com

*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] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

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

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on April 12, 2023, at 10:00 a.m., in SB Dept. 3 of
3 the above referenced Court, Plaintiffs’ Motion for Final Approval of Class Action and
4 PAGA Settlement (“Motion”) came for hearing.

5 After considering the papers filed in support of the Motion, including the Notice of
6 Motion and Motion for Final Approval of Class Action and PAGA Settlement, the Joint
7 Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”),
8 the Declaration of David R. Greifinger, Esq. the Declaration of Denise Lai, the Declaration
9 of Elim Yee, the Declaration of Kaylie O’Connor on behalf of CPT Group, Inc. and any oral
10 argument presented at the time of hearing, and GOOD CAUSE APPEARING, **IT IS**

11 **HEREBY ORDERED as follows:**

12 1. For the reasons set forth in the Court’s December 21, 2022, Preliminary
13 Approval Order, which are adopted and incorporated herein by reference, the Court finds
14 that the requirements of Code of Civil Procedure section 382 and rule 3.769 of the
15 California Rules of Court have been satisfied.

16 2. This Order hereby adopts and incorporates by reference the terms and
17 conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release
18 (collectively, “Settlement Agreement” or “Settlement”), together with the definitions and
19 terms used and contained therein.

20 3. The Court finds that it has jurisdiction over the subject matter of the action
21 and over all parties to the action, including all members of the Settlement Class.

22 4. The Notice of Class Action Settlement fully and accurately informed Class
23 Members of all material elements of the proposed settlement and of their opportunity to opt
24 out or object; was the best notice practicable under the circumstances; was valid, due, and
25 sufficient notice to all Class Members; and complied fully with the laws of the State of
26 California and due process. The Notice of Class Action Settlement fairly and adequately
27 described the settlement and provided Class Members with adequate instructions and a
28 variety of means to obtain additional information.

1 5. Class Members were given a full opportunity to participate in the Final
2 Approval hearing, and all Class Members and other persons wishing to be heard have been
3 heard. Accordingly, the Court determines that all Class Members who did not timely and
4 properly opt out of the settlement are bound by this Order.

5 6. The Court has considered all relevant factors for determining the fairness of
6 the settlement and has concluded that all of those factors weigh in favor of granting final
7 approval. In particular, the Court finds that the settlement was reached following
8 meaningful discovery and investigation conducted by Plaintiffs' Counsel; that the
9 settlement is the result of serious, informed, adversarial, and arm's-length negotiations
10 between the Parties; and that the terms of the settlement are in all respects fair, adequate,
11 and reasonable.

12 7. In finding the settlement to be fair, the Court has considered all evidence
13 presented, including evidence regarding the strength of Plaintiffs' case; the risk, expense,
14 and complexity of the claims presented; the likely duration of further litigation; the amount
15 offered in settlement; the extent of investigation and discovery completed; and the
16 experience and views of counsel. The Parties have provided the Court with sufficient
17 information about the nature and magnitude of the claims being settled, as well as the
18 impediments to recovery, to make an independent assessment of the reasonableness of the
19 terms to which the Parties have agreed.

20 8. Accordingly, the Court hereby approves the settlement as set forth in the
21 Settlement Agreement and expressly finds that the settlement is, in all respects, fair,
22 reasonable, adequate, and in the best interests of the entire Settlement Class and hereby
23 directs implementation of all remaining terms, conditions, and provisions of the Settlement
24 Agreement. The Court also finds that settlement now will avoid additional and potentially
25 substantial litigation costs, as well as delay and risks if the Parties were to continue to
26 litigate the case. Additionally, after considering the monetary recovery provided by the
27 settlement in light of the challenges posed by continued litigation, the Court concludes that
28 the settlement provides Class Members with fair and adequate relief.

1 9. The Settlement Agreement is not an admission by Defendant or by any other
2 released party, nor is this Order a finding of the validity of any allegations or of any
3 wrongdoing by Defendant or any other released party. Neither this Order, the Settlement
4 Agreement, nor any document referred to herein, nor any action taken to carry out the
5 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
6 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any
7 of the other released parties.

8 10. Final approval shall be with respect to:

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

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

19 11. Plaintiffs Denise Lai and Elim Yee are suitable Class Representatives and are
20 hereby appointed the Class Representatives for the Settlement Class. The Court finds that
21 Plaintiffs’ investment and commitment to the litigation and its outcome ensured adequate
22 and zealous advocacy for the Settlement Class, and that their interests are aligned with
23 those of the Settlement Class.

24 12. The Court hereby awards a class representative enhancement payment of
25 \$7,500.00 to Denise Lai and a class representative enhancement payment of \$7,500.00 to
26 Elim Yee, for Plaintiffs’ service on behalf of the Settlement Class, and for agreeing to
27 general releases of all claims arising out of their employment with Defendants.
28

1 13. The Court finds that The Law Offices of David R. Greifinger has the
2 requisite qualifications, experience, and skill to protect and advance the interests of the
3 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical
4 obligations attendant to the position of class counsel, and hereby appoints counsel as Class
5 Counsel.

6 14. The settlement of civil penalties under PAGA in the amount of \$20,000.00 is
7 hereby approved. Seventy-Five Percent (75 %), or \$15,000.00, shall be paid to the
8 California Labor and Workforce Development Agency. The remaining Twenty-Five
9 Percent (25 %), or \$5,000.00, will be included in Subclass B's allocation of the Net
10 Settlement Amount to Participating Subclass B Members.

11 15. The Court hereby awards \$291,667 in attorneys' fees and \$17,227.91 in costs
12 and expenses to The Law Offices of David R. Greifinger. The Court finds that the
13 requested award of attorneys' fees is reasonable for a contingency fee in a class action such
14 as this; i.e., one-third of the common fund created by the settlement. Counsel has also
15 established the reasonableness of the requested award of attorneys' fees via their lodestar
16 cross-check, and the Court finds that the rates and hours billed are within the range of
17 reasonableness.

18 16. The Court approves settlement administration costs and expenses in the
19 amount of \$24,500.00 to CPT Group, Inc.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 17. All Class Members were given a full and fair opportunity to participate in the
2 Approval Hearing, and all members of the Settlement Class wishing to be heard have been
3 heard. Members of the Settlement Class also have had a full and fair opportunity to exclude
4 themselves from the proposed settlement and the class. Accordingly, the terms of the
5 Settlement Agreement and of the Court's Order shall be forever binding on all Class
6 Members who did not timely and properly opt out of the settlement. These Class Members
7 have released and forever discharged the Defendant for any and all Released Claims.

8 **IT IS SO ORDERED.**

9
10 Dated: _____, 2023

11 Honorable Thomas P. Anderle
12 JUDGE OF THE SUPERIOR COURT
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6

3
4

5
6
7

8
9
0
1
2
3
4

6
7
8
9
0
1
2

4

5

6
7

7

6
7

7