

LAW OFFICES OF BUCHSBAUM & HAAG, LLP
BRENT S. BUCHSBAUM, CSBN: 194816
brent@buchsbaumhaag.com
LAUREL N. HAAG, CSBN: 211279
laurel@buchsbaumhaag.com
100 Oceangate, Suite 1200
Long Beach, California 90802
Telephone: (562)733-2498; Fax: (562)628-5501

Attorneys for Plaintiff Jamie Corliss and Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

JAMIE CORLISS, individually, and as a
representative of other aggrieved
employees,

Plaintiff,

vs.

IRVINE VALLEY VETERINARY
HOSPITAL, INC. a Corporation, and
DOES 1 through 250, inclusive,

Defendants.

Case No.: 30-2023-01320938-CU-OE-CXC

Honorable Randall Sherman

CLASS ACTION

**DECLARATION OF LAUREL N. HAAG IN
SUPPORT OF PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: July 11, 2025

Time: 10:00 a.m.

Dept.: CX105

[Notice of Motion and Motion for Preliminary
Approval, Declarations of Jamie Corliss and Jodey
Lawrence and Proposed Order filed concurrently
herewith]

Action Filed: 04/24/23

FAC: 07/26/24

DECLARATION OF LAUREL N. HAAG

I, Laurel N. Haag, declare as follows:

1
2 1. I am an attorney at law, duly licensed to practice law in all of the Courts in the
3 State of California, and I am a partner of Buchsbaum & Haag, LLP, the law firm that represents
4 Plaintiff Amador Contreras. I have personal knowledge of the following facts, and if called as
5 a witness, I could and would testify competently to them.

6 2. I obtained my law degree from the University of California, Los Angeles, in
7 2000, and began practicing employment law in 2002.

8 3. For the last 23 years, I have litigated thousands of disputes involving alleged
9 wage and hour violations, including claims for pay stub violations, meal periods, rest periods,
10 waiting time penalties, unreimbursed business expenses, and unpaid overtime.

11 4. In 2010, I became a partner at the Law Offices of Carlin & Buchsbaum, LLP. In
12 April 2020, my law partner, Brent Buchsbaum, and I began the law firm, the Law Offices of
13 Buchsbaum & Haag, LLP.

14 5. Thomson & Reuters has named me a "Superlawyer" in the area of Employment
15 Law every year since 2014, and as a "Rising Star" from 2010 to 2013.

16 6. My firm is actively involved in class action litigation, and we are currently
17 litigating more than 20 class and/or PAGA representative lawsuits. For example, the firm was
18 approved as class counsel a 1.9 million wage and hour settlement in the case of *Philip Hughes*
19 *v. Pattern* (CIVSB2207056); the firm was approved as class counsel in Hon. Susan Bryant-
20 Deason's Courtroom in LASC, Department 52, *Ron McCombs and Terry Murray v.*
21 *Robertson's Ready Mix, Inc.*, which involved 1875 class members. The firm was approved as
22 class counsel for the matter of *Patrick McPhillips v. Bergelectric Corp.*, in a settlement for
23 \$450,000. We were approved as class counsel in the case of *Daniel Beirne v. Trepco Imports*
24 *& Distribution, LTD* (5:19-cv-00170-CJC-KKx). The firm was also approved as class counsel
25 in the Federal District Court case of *Amador Contreras v. Armstrong Flooring, Inc.* (2:20-cv-
26 03087-PSG-SKx, in a settlement for \$500,000. The firm was approved as class counsel in a
27 \$1,200,000 class action settlement involving wage and hour record keeping violations in the
28 case of *Hardin v. Gensler* (BC646526).

1 7. I am an active member of the California Employment Lawyers Association
2 ("CELA") for many years, and am also a member of the Los Angeles County Bar Association
3 Employment Law Section. I have been lead trial counsel on over 1000 employment law cases,
4 and at least half of those have included a wage and hour component.

5 8. On April 24, 2023, Plaintiff filed a Class Action Complaint. On July 26, 2024,
6 Plaintiff filed a First Amended Complaint that included a claim under the Private Attorney
7 General Act. Plaintiff worked as a non-exempt Customer Service Representative at Defendant
8 Irvine Valley Veterinary Hospital, Inc. ("IVHH"), a veterinary hospital, from 2020 until her
9 departure in early 2024. The First Amended Complaint challenged Defendant's alleged wage
10 and hour violations. The First Amended Complaint alleges Defendant failed to: (1) pay all
11 wages, including minimum wages; (2) pay all overtime worked; (3) provide compliant meal
12 periods and rest breaks; (4) pay wages due at termination; (5) provide accurate wage statements;
13 (6) reimburse for business expenses; (7) provide accurate paystubs and (8) Plaintiff sought to
14 recover back wages, premiums, and civil penalties for Class Members.¹

15 9. Plaintiff posited several theories of Class liability against Defendant in support of
16 her alleged claims. Plaintiff worked as a non-exempt hourly remote employee. She handled all
17 of the outside emergency walk-in calls and non-emergent overflow of the primary care
18 telephone calls. Typically, her shifts were at least six and one-half hours. Given the nature of
19 her work, it was difficult to receive any rest breaks or meal periods. Based on our investigation,
20 Plaintiff's experience was the same as in-house non-exempt employees. Further, all non-
21 exempt employees used their personal cell phone for work purposes, including utilizing various
22 applications required for work. It was clear from Plaintiff and the review of the sample data
23 provided by Defendant that Defendant failed to reimburse for business expenses.
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26

27 ¹ The complaint also includes causes of action for unfair competition (B&P Code §
28 17200), and enforcement of PAGA (Cal. Lab. Code § 2698 et seq.).

1 10. The expert reviewed the sampling of the class time and pay data. A statistical
2 analysis revealed 22.6% of the meals are recorded after the 5th hour. Only .5% of the shifts, the
3 meal was shorter than 30 minutes. 14.2% of the meals were missed altogether. In total, it was
4 extrapolated the premiums due were \$379,499 for the class and \$80,800 for the PAGA period.
5 There are no records of rest periods, and the Defendant had distributed facially compliant rest
6 period policies. At a 10% violation rate, the class value was estimated \$94,540 and for the
7 PAGA period at \$23,970. We viewed the likelihood of class exposure as *de minimis* due to
8 certifications risks and the lack of documentary evidence, but attributed a settlement value at
9 \$40,000 to this claim.
10

11 11. Defendant also paid non-discretionary bonuses, which Plaintiff argued was not
12 calculated into the regular rate. Defendant denies they were non-discretionary. Regardless, the
13 total amount potentially owed to the class was \$18,827 and \$36,800 to the PAGA claim, related
14 to miscalculation of the regular rate. In order to get to this derivative claim, violations for meal,
15 rest and unpaid overtime need to be establish first. There were roughly 150 separated
16 employees in the Class period. According to the expert based on sample analysis, the gross
17 exposure was \$733,093. However, Defendant given Defendant's position, which was that any
18 late, short or missed meals or rest were voluntary, that raised the possibility of a complete
19 defense on a "good faith" basis under Labor Code §203, which meant that the true value of this
20 claim was significantly less.
21

22 12. As a wage, premium penalty must be reflected on the employees' wage
23 statement. Defendant failed to pay premium payments and thereby failed to record any
24 premium payments. Yet, to incur penalties under Section 226, an employer's failure to comply
25 with the statute must be "knowing and intentional," thus, the gross exposure was significantly
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1 discounted for settlement purposes. The Class damages were initially estimated at \$345,000 and
2 for the PAGA period at roughly \$250,000.

3 13. The Defendant claimed they had no exposure on this claim, but Plaintiff
4 contended she was required to use her personal cell phone and she was not reimbursed for her
5 data and internet charges. The Defendant argued there were only 10 or less remote employees
6 and therefore even if accurate, this was not applicable to most of the class. Although, witness
7 corroboration disputes Defendant's position, we viewed this claims as having serious
8 certification risks due to the lack of documentation and the numerous individual inquiries that
9 would be raised. It was estimated that if each Class Members were owed \$200 in expense
10 checks, the gross exposure for the 210 Class Members would be \$42,000.
11

12 14. There were 6,843 pay periods in the PAGA period. With a 100% violation rate,
13 the gross exposure was \$608,430. However, we viewed this as an unrealistic settlement value
14 given the court's discretion to reduce the penalty payments, particularly when there were
15 already statutory penalties being sought.
16

17 15. The Parties agreed to attend an early mediation with well-respected mediator
18 Michael D. Young, Esq. on April 9, 2024. I thoroughly investigated and researched the Class
19 claims, as well as the representative PAGA claims, and theories of liability, defenses, and the
20 developing body of law before the Settlement. The comprehensive investigation included the
21 exchange of documents and statistical information with Defendant, as well as interviews with
22 plaintiff regarding the pay practices at issue. I also retained a statistical expert to analyze a
23 sampling of pay data. There were also numerous discussions with Defense counsel regarding
24 the merits and potential legal defenses.

25 16. I received, among other things, the following information: (1) data and
26 documents relevant to Class-wide liability ("Class Data") in support of our investigation and
27 evaluation of Class claims, including time sheets and pay stubs; (2) employee handbooks,
28

1 procedure manuals, and operations manuals addressing Defendant's wage and hour practices,
2 e.g., (i) Defendant's California Alternative Workweek Schedule Proposal (ii) meal and rest
3 periods records, (iii) wage statements.

4 17. I retained an expert to analyze the data provided by Defendant and the expert
5 created a damages model.

6 18. By and through an exchange of information, the Parties determined (i) the
7 approximate average hourly rate of pay for Class Members; (ii) the total number of former and
8 current employees in the Class Period; (iii) the total number of Class Members in the PAGA
9 period; and (iv) the total number of pay periods worked by all Class Members during the Class
10 Period.

11 19. The receipt and analysis of the Class Data was sufficient for the parties to make
12 an informed decision about the strengths and weaknesses of Plaintiff's theories of liability,
13 Defendant's affirmative defenses, Class-wide damages, and benefits of Settlement.

14 20. At the mediation, under mediator Michael Young's guidance, the Parties agreed
15 to the principal terms for a settlement. That compromise is set forth in complete and final form
16 in the Settlement Agreement. At all times the Parties' negotiations were adversarial and non-
17 collusive.

18 21. Defendant has agreed to pay a Gross Settlement Amount of \$300,000 (to be paid
19 in installments), which will be used to pay Individual Class Payments, Individual PAGA
20 Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, Class Counsel
21 Litigation Expenses Payment, Class Representative Service Payment, and the Administrator's
22 Expenses. Attached hereto as Exhibit 1. The settlement payment will be made in installments as
23 set forth in paragraph 2.1(b) of the Settlement Agreement. Defendant will separately pay the
24 employer's share of payroll taxes. (Settlement ¶4.) The Settlement is non-reversionary. (*Id.*)
25 Class members will automatically receive settlement payments unless they opt out. (*Id.*)
26 The principal terms of the Settlement are summarized below:
27
28

Gross Settlement Fund: \$300,000

- Minus Court-approved attorneys' fees (up to 33-1/3%): \$116,666.67
- Minus Court-approved, verified costs (up to): \$15,389.15
- Minus Class Representative Service Payment: \$5,000
- Minus PAGA payment: \$10,000
- Minus Administrator's Expenses: \$10,500

Net Settlement Amount ("NSA"): \$142,444.18

22. The proposed Settlement Class Members consist of: "All current and former IVVH employees, including any temporary employees assigned by agencies, who worked in non-exempt positions during the four (4) years preceding the filing of the Complaint on April 24, 2023." (Settlement ¶ 1.5).

23. Based on its records, Defendant estimates there are approximately 210 current and former non-exempt employees in the proposed settlement class who worked approximately 12,000 workweeks. (Settlement ¶3(a)(c)).

24. The distribution of the Net Fund Value to Class Members is straightforward: Each Class Member's share of the settlement will be proportional to the total number of workweeks he or she worked during the Class Period. (Settlement ¶ 1.23).

25. Given that there are approximately 210 Class Members, the average net recovery will be approximately \$678.31. This average net recovery is on par or higher than other wage and hour class action settlements approved by California state and federal courts. *See, e.g., Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal.) (average net recovery of approximately \$60);

1 *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct.) (average
2 net recovery of approximately \$35); and *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297
3 (L.A. County Super. Ct.) (average net recovery of approximately \$20.).

4 26. In addition, of the \$10,000 PAGA payment, 75% or \$7,500 will go to the
5 LWDA, which \$2,500 will be paid out as Individual PAGA Payments. (Settlement ¶ 2.2(g)).
6 Aggrieved Employees will share the resulting amounts on a pro-rate basis according to the
7 number of pay periods they worked during the PAGA Period. (Settlement ¶2.2(g)(i)). For tax
8 purposes, 10% of each Participating Class Member's Individual Class Payment will be allocated
9 to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax
10 withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class
11 Member's Individual Class Payment will be allocated to settlement of claims for interest and
12 penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings
13 and will be reported on IRS 1099 Forms. (Settlement ¶ 2.2(e)).

14 27. In exchange for the Class Settlement Amount, Plaintiff, Class Members, and
15 Aggrieved Employees will agree to release the Released Claims. (Settlement ¶4) The class
16 representative, Jamie Corliss, will also agree to an additional general release of her individual
17 claims as part of the consideration for her enhancement as the class representative. [Settlement
18 ¶4.1]

19 28. Based on our analysis of documents produced by Defendant (including time and
20 payroll records) and information provided during interviews, I was able to realistically assess
21 the value of the class and PAGA claims and intelligently engage defense counsel in settlement
22 discussions that culminated in the proposed settlement now before the Court.

23 29. By engaging in a thorough investigation and evaluation of Plaintiff's claims, I
24 can state with confidence that the Settlement, for the consideration and on the terms set forth in
25 the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Class
26 Member and Aggrieved Employees, taken from extrapolations from the sample. As noted in
27 this brief, Plaintiff undertook substantial efforts to investigate and analyze class liability,
28 including through a random sampling of pay records that were analyzed by a statistical expert,

1 who was able to make statistical extrapolations regarding liability.

2 30. As set forth in the foregoing section, Plaintiff believes her claims for meal
3 period violations and unreimbursed expenses were strong. Plaintiff acknowledges her claims
4 for rest break violations, regular rate pay violations, waiting time penalties and pay stub were
5 less strong. Plaintiff faced a real risk that the Court would not certify the rest break claims
6 because as remote employee Plaintiff could control her own breaks, there was no empirical
7 data to affirmatively support this claim.

8 31. Plaintiff also faced some risk because Defendant asserted that any errors it made
9 were not “willful” for purposes of waiting time penalties under Labor Code § 203, and were not
10 “knowing and intentional” for purposes of wage statement penalties under Labor Code § 226.
11 Absent settlement, this matter likely would not reach resolution for years, and would involve a
12 battle for class certification and summary judgment motions on the merits, not to mention
13 possible appeals.

14 32. The realistic settlement value of the case was, in our view, between \$300,000 and
15 \$450,000. The full exposure, including PAGA penalties was approximately \$3.2 million had to
16 be discounted due to certification risks, as the concern the Court might have reduced the PAGA
17 penalty substantially based on factors related to the relatively small size of the veterinary
18 practice and efforts – which we believe are underway – to correct the wage and hour issues that
19 are at issue in this lawsuit, coupled with the limited likelihood of establishing liability for the
20 threshold standards for the pay stub violation and waiting time penalties.

21 33. At the end of the day, given the legal uncertainties regarding the litigation, the
22 evidentiary challenges with the various wage claims, the risk that some of these issues could not
23 be certified, and the fact that liability was disputed, and the financial concerns of the Defendant,
24 we viewed a settlement of \$300,000 as being a reasonable compromise, and in line with the
25 discount related to these risks, even though the theoretical exposure was considerably higher.

26 34. The Parties participated in mediation with Michael Young, Esq. who has
27 extensive experience mediating wage and hour class actions. Mr. Young helped to manage the
28 Parties’ expectations and provided a useful, neutral analysis of the issues and risks to both sides.

1 See *In re Apple Computer, Inc. Derivative Litig.*, No. C 06-4128 JF (HRL), 2008 U.S. Dist.
2 LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against
3 any inference of a collusive settlement), *In re Atmel Corp. Derivative Litig.*, No. C 06-4592 JF
4 (HRL), 2010 U.S. Dist. LEXIS 145551 (N.D. Cal. June 25, 2008) (same); *D'Amato v. Deutsche*
5 *Bank*, 236 F.3d 78, 85 (2d Cir. 2001) (a "mediator's involvement in pre-certification settlement
6 negotiations helps to ensure that the proceedings were free of collusion and undue pressure.").
7 At all times, the Parties' negotiations were adversarial and non-collusive. Through Mr. Young's
8 efforts and guidance, the Parties reached this Settlement.

9 35. The Parties engaged in a non-collusive, open settlement dialogue that included
10 the voluntary disclosure of a sampling to be reviewed by an expert statistician, who was able to
11 make statistical extrapolations from the data. The Parties were represented by experienced class
12 action counsel throughout the negotiations resulting in this Settlement. My law firm and I
13 regularly litigate wage and hour class actions and have reached numerous class action and
14 representative settlements. The Defendant's lawyer is also sophisticated, experienced class
15 action lawyer.

16 36. Plaintiff was cautiously optimistic about the chances of prevailing on the class
17 claims, as well as the additional representative PAGA claims. Nevertheless, we recognized that
18 had the litigation continued, we may have encountered significant legal, practical, and factual
19 hurdles that could have prevented the Class from obtaining any recovery, including failure to
20 certify a class.

21 37. The time and effort—not to mention the uncertainty—that would be expended to
22 pursue further litigation may easily eclipse the amount that is recoverable. For example, if this
23 action had settled following additional litigation, the settlement amount would likely have taken
24 into account the additional costs incurred, and there may have been less available for Class
25 Members. Plaintiff and I would have had to devote considerable time and resources towards
26 trial and the difficult and complicated issues of proof. See *Local Joint Exec. Bd. of*
27 *Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1163 (9th Cir. 2001)
28 (explaining that "[i]f plaintiffs cannot proceed as a class, some—perhaps most—will be unable

1 to proceed as individuals because of the disparity between their litigation costs and what they
2 hope to recover.”).

3 38. In short, given the substantial risks in litigating this action, and the uncertainty of
4 success, the Settlement represents a reasonable compromise of Plaintiff’s claims, and ensures
5 that Class Members receive a fair and adequate recovery.

6 39. The Parties jointly drafted the Notice of Class Action Settlement, which fairly
7 and neutrally informed Class Members of their rights and remedies in this action. The Parties
8 determined that **no** Spanish Translation was necessary based on the composition of the
9 workforce. The proposed Class Notice will be mailed to all Class Members by First Class mail
10 and will include information regarding the nature of the lawsuit, a summary of the substance of
11 the Settlement’s terms, the class definition, and the time period within which to opt out, or to
12 object to the Settlement, the date for the final approval hearing, the formula used to calculate
13 settlement payments, and the terms and scope of the Released Claims. (See Court Approved
14 Notice of Class Action Settlement attached hereto as **Exhibit 2**).

15 40. Using best efforts to perform as soon as possible, and in no event later than 14
16 days after receiving the Class Data, the Administrator will send to all Class Members identified
17 in the Class Data, Via first-class United States Postal Service mail the Class Notice. If returned
18 by USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding
19 address provided by the USPS. If the USPS does not provide a forwarding address, the
20 Administrator shall conduct a Class Member Address Search, including skip traces. See Section
21 1.10 in the Settlement Agreement for the definition. This method was negotiated by the Parties
22 to maximize the Class Member response rate while ensuring cost effective administration of the
23 Settlement. In the past, similar notice methods to Plaintiff Class Members have resulted in
24 strong response rates.

25 41. Accordingly, both the method of disseminating the Class Notice and content of
26 the Class Notice satisfy due process and the requirements of California law and was also highly
27 effective. *See* Rules 3.776(e)-(f); *State of Cal. v. Levi Strauss*, (1986) 41 Cal. 3d 460, 485 (the
28 class notice must “fairly apprise the class members of the terms of the proposed compromise

1 and of the options open to dissenting class members.”)

2 42. Pursuant to the Settlement Agreement, \$10,000 from the Class Settlement
3 Amount will be allocated to the resolution of Plaintiff’s PAGA claims, of which 75% (\$7,500)
4 will be paid directly to the LWDA, and the remaining 25% will be paid to Participating Class
5 Members. (Settlement Agreement ¶2.2(g).) This result was reached after good-faith negotiation
6 between the Parties. Where PAGA penalties are negotiated in good faith and “there is no
7 indication that [the] amount was the result of self-interest at the expense of other Class
8 Members,” such amounts are generally considered reasonable. *Hopson v. Hanesbrands Inc.*,
9 Case No. 08-00844, 2009 U.S. Dist. LEXIS 33900, at *24 (N.D. Cal. Apr. 3, 2009); *see, e.g.*,
10 *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial court did not abuse its
11 discretion in approving a settlement which does not allocate any damages to the PAGA
12 claims.”).

13 43. Named Plaintiff is eligible for payments that reasonably compensate them for
14 undertaking and fulfilling a fiduciary duty to represent absent class members. \ *Bell v. Farmers*
15 *Ins. Exchange*, (2004) 115 Cal. App. 4th 715, 726 (upholding “service payments” to named
16 Plaintiffs for their efforts in bringing the case). “Incentive awards are fairly typical in class
17 action cases. Such awards are discretionary and are intended to compensate class
18 representatives for work done on behalf of the class” *Rodriguez v. West Publ’g Corp.*, (9th
19 Cir. 2009) 563 F.3d 948, 958 (citing 4 William B. Rubenstein et al., *Newberg on Class Actions*
20 § 11:38 (4th ed. 2008)). These payments work both as an inducement to participate in the suit
21 and as compensation for time spent in litigation activities. *See In re Mego Fin. Corp. Sec. Litig.*,
22 213 F.3d at 463 (describe the service award as an *incentive* to the class representatives).

23 44. The Parties have negotiated an enhancement payment for the class representative
24 in the amount of \$5,000 for her efforts in bringing the original action, serving as private attorney
25 general under PAGA, assisting counsel with discovery, regularly conferring with counsel on the
26 status of her case and the strategies for prosecuting the claims, attending an all-day mediation
27 session, and reviewing the proposed settlement to ensure that its terms are fair and that it
28 provides adequate relief for the Settlement Class. She also signed a general release. (Settlement

1 Agreement ¶4.2) These enhancement payments are fair and reasonable compensation for
2 Plaintiff's services to the Class. Modest payments to named plaintiffs for their services as class
3 representatives are customary and generally approved. *See Van Vranken v. Atlantic Richfield*
4 *Co.*, (N.D. Cal. 1995) 901 F. Supp. 294, 300.

5 Courts have recognized that employees face a particular set of challenges when bringing
6 class action suits. Current employees risk retaliation or, less explicitly, greater difficulties in the
7 workplace as a result of bringing suit. *See Guippone v. BH S&B Holdings LLC*, No. 09 Civ.
8 1029, 2011 U.S. Dist. LEXIS 126026, at *20 (S.D.N.Y. Oct. 28, 2011) ("Even where there is
9 not a record of actual retaliation, notoriety, or personal difficulties, class representatives merit
10 recognition for assuming the risk of such for the sake of absent class members."). Both current
11 and current employees also place their future employment prospects in peril by becoming class
12 representatives, as "the fact that a plaintiff has filed a federal lawsuit is searchable on the
13 internet and may become known to prospective employers when evaluating the person." *Id.* at
14 *4. It is common for employers to screen employee candidates to determine whether they have
15 ever filed suit, and that employee candidates who might be branded "litigious" are likely to be
16 screened out of the process. In fact, an entire industry has developed for providing employers
17 with background information on employee candidates.² By bringing this action against an

18
19 ² The companies that provide these services actually promote themselves by touting
20 their ability to identify and weed out potentially litigious employee candidates:

- 21 • "Our value-added partner uses sophisticated technology to ensure the officers
22 and managers of our clients can significantly reduce the likelihood of hiring
23 litigious and untrustworthy employees by providing the information needed to
24 make critical hiring decisions. We specifically help you avoid the traps, pitfalls
25 and legal issues that plague many companies today." *Sentric, Inc.*,
26 [http://www.sentric.net/solutions/workforce-management/ancillary-](http://www.sentric.net/solutions/workforce-management/ancillary-products/pre-employment-screening)
27 [products/pre-employment-screening](http://www.sentric.net/solutions/workforce-management/ancillary-products/pre-employment-screening);
- 28 • "In today's litigious culture, employers simply cannot afford to hire employees
who will put their company at risk." *Back Track Screening*,
<http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>;
- "Background screening has become a necessity in today's litigious society. An
employer, who bases their hiring decisions based solely on instinct, may very
well open the door to extremely expensive lawsuits. Bad decision making from
the start can cause huge budgetary impacts upon your company and also
destroy the reputation of all those involved." *Quest Background Services – The*

1 employer, Plaintiff has assumed considerable reputational risk that may impact her ability to
2 find employment in the near and distant future. Long after this action is forgotten by Class
3 Members, these Class Representatives will have to endure the risk of being branded “litigious”
4 by prospective employers, and may have employment applications rejected on that basis alone.

5 45. Finally, the named plaintiff also released her personal damages as part of the Cal.
6 Civ. Code § 1542 general release she executed, which is considerably broader than the separate,
7 narrower release required of the Settlement Class. Class Representative’s execution of a
8 general release—entailing an additional detriment for Class Representatives that does not apply
9 to other Class Members—further supports their request for an enhancement award. *See Schaffer*
10 *v. Litton Loan Servicing, LP*, No. 05-07673-MMM, 2012 U.S. Dist. LEXIS 189830, *64 (C.D.
11 Cal. Nov. 13, 2012) (“[C]lass representatives released their actual damages claims as part of the
12 Settlement. This [“personal benefit”] factor, therefore, weighs in favor of approving the
13 incentive awards.”).

14 46. The purpose of an attorneys' fee award in class action litigation is to reward
15 counsel who took the risk of non-payment and invested in a case that achieved a substantial
16 positive result for the class. California courts routinely award attorneys' fees equaling one-third
17 or more of the potential value of the common fund. *See Chavez v. Netflix, Inc.*, 162 Cal. App.
18 4th 43, 66 n.11(2008) ("Empirical studies show that, regardless whether the percentage method
19 or the lodestar method is used, fee awards in class actions average around one-third of the
20 recovery."). Theodore Eisenberg & Geoffrey P. Miller, *Attorney Fees in Class Action*
21 *Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March
22 2004, at 35 (independent studies of class action litigation nationwide have come to a similar
23 conclusion that a one-third fee is consistent with market rates).

24 *Screening Specialists*, [http://www.questbackgrounds.com/pre-](http://www.questbackgrounds.com/pre-employment_screening.htm)
25 [employment_screening.htm](http://www.questbackgrounds.com/pre-employment_screening.htm);

- 26 • “In today’s litigious culture, you simply cannot afford to hire employees who
27 will put your company at risk.” *Credit Technologies, Inc.*,
28 http://www.credittechnologies.com/Employment_Screening.asp.

1 47. At final approval, Plaintiff will seek Court approval of attorneys' fees of
2 \$116,666.67, which is one-third of the Gross Fund, and up to \$15,389,15 in actual costs to Class
3 Counsel.

4 48. Whether a class is "ascertainable" within the meaning of Section 382 is
5 "determined by examining (1) the class definition, (2) the size of the class, and (3) the means
6 available for identifying class members." *Lee v. Dynamex*, (2008) 166 Cal. App. 4th 1325,
7 1334. Class members are ascertainable where they may be readily identified without
8 unreasonable expense or time by reference to official records. *Id.* The proposed Settlement
9 Class consists of 210 individuals, making joinder of all Class Members impracticable. Further,
10 because all Class Members are either current or former employees of Defendant, the class is
11 readily ascertainable from Defendants' regular business records. Thus, the numerosity and
12 ascertainability requirements are satisfied.

13 49. The focus at the certification stage is not on the case's merits, but rather on what
14 types of questions—common or individual—are likely to arise in the action. (*See Sav-on Drug*
15 *Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 327.) "Common questions of law and fact
16 are required in order to assure the interests of the litigants and the Court are furthered by
17 permitting the suit to proceed as a class action." (*Cohen v. DIRECTV, Inc.* (2009) 178
18 Cal.App.4th 966, 975.) Where the defendant systematically engages in policies and practices
19 that allegedly violate the Labor Code and thereby subjects all of the putative class members to
20 the same unlawful conduct, common questions of law and fact will predominate over
21 individualized issues. (*See, e.g., Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004,
22 1032 ["The theory of liability—that Brinker has a uniform policy, and that that policy, measured
23 against wage order requirements, allegedly violates the law—is by its nature a common question
24 eminently suited for class treatment."].)

25 50. Here, Plaintiff contended that Defendant failed to provide complaint meal
26 periods and reimburse business expense to non-exempt employees, rest break violations, failing
27 to provide compliant wage statements, failure to pay all wages owed, and failing to pay all
28 wages at the time of separation. These common unlawful policies predominate over any

1 individualized inquires that may exist, and warrant class certification.

2 51. The typicality requirement is satisfied where a class representative has claims
3 that are typical of those of the rest of the class. (*See B.W.I. Custom Kitchen v. Owens-Illinois,*
4 *Inc.* (1987) 191 Cal.App.3d 1341, 1347 [finding typicality satisfied where named plaintiff
5 purchased the same goods as the putative class in a consumer class action].) Here, Plaintiff's
6 claims are typical of those held by the class members. Plaintiff's wage and hour claims are
7 typical of the proposed Settlement Class because they arise from the same factual basis and are
8 based on the same legal theories applicable to the other Class Members. Likewise, Plaintiff's
9 interests are entirely coextensive with the interests of the Class. Plaintiffs were injured by the
10 same company-wide practices to which the proposed Settlement Class was subject and seek the
11 same relief.

12 52. The adequacy of representation requirement examines conflicts of interest
13 between named parties and the class they seek to represent. (*See Capital People First v. State*
14 *Dept. of Developmental Services* (2007) 155 Cal.App.4th 676, 697.) Here, Plaintiff and Class
15 Counsel will adequately represent the class members and there are no conflicts between
16 Plaintiff and the class. Plaintiff agreed to and understood her responsibility as a Class
17 Representative, having devoted many hours of personal time to help compile information key
18 to evaluating liability and damages in this case, as did Class Counsel. Plaintiff has already
19 demonstrated her ability to advocate for the interests of the Class by initiating this litigation,
20 undertaking extensive class discovery, and evaluating the proposed settlement to ensure that it is
21 fair.

22 53. A class action is superior to a multitude of individual lawsuits. Given the size
23 and amount of each individual Class Member's claim, Class Members likely have little
24 incentive to litigate their claims on an individual basis because the out-of-pocket expense and
25 personal commitment necessary to litigate each claim outweighs any potential recovery. In
26 sum, class treatment is superior to individual, case-by-case adjudication.

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Dated: March 20, 2025

Respectfully Submitted,

LAW OFFICES OF BUCHSBAUM & HAAG,
A Limited Liability Partnership

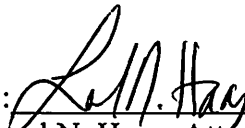
By: 
Laurel N. Haag, Attorney for Plaintiff

EXHIBIT “A”

To Declaration of Laurel N. Haag

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff JAMIE CORLISS ("Plaintiff" and/or "Corliss") and Defendant IRVINE VALLEY VETERINARY HOSPITAL, INC. ("IVVH" and/or "Defendant"). The Agreement refers to Plaintiff and IVVH collectively as "Parties," or individually as the "Party."

RECITALS.

WHEREAS, On April 24, 2023, Plaintiff commenced an action against IVVH, in the Superior Court of the State of California for the County of Orange, Corliss v Irvine Valley Veterinary Hospital, Inc., Case No.: 30-2023-01320938-CU-OE-CXC alleging the following claims:

- (1) Violation of California Labor Code §§ 510, 1194, 1198 (Unpaid Overtime Wages);
- (2) Violation of California Labor Code §§ 226(a) and 1174 (Wage Statements);
- (3) Violation of California Labor Code §§ 201-203 (Failure to Pay All Wages Timely);
- (4) Violation of Labor Code §226.7, 512(a) (unpaid meal period premiums);
- (5) Violation of Labor Code §226.7 (unpaid rest period premiums);
- (6) Violation of California Business and Professions Code Section 17200 et seq.;
- (7) Violation of Labor Code Section 2802.

(hereinafter, "the Action")

WHEREAS, On July 29, 2024, Plaintiff filed a First Amended Complaint to include a Labor Code Private Attorneys General Act of 2004 (PAGA) under California Labor Code Section 2698 et seq.

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against IVVH captioned JAMIE CORLISS, individually and as a representative of other aggrieved employees, Plaintiff v. IRVINE VALLEY VETERINARY HOSPITAL, Inc. a Corporation, and DOES 1 through 250, inclusive, Defendants, initiated on and pending in Superior Court of the State of California, County of Orange, Case No. 30-2023-01320938-CU-OE-CXC.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means a person employed by IVVH in California and classified as a non-exempt employee who worked for IVVH during the PAGA Period.

1.5. “Class” means all current and former IVVH employees, including any temporary employees assigned by agencies, who worked in non-exempt positions during the four (4) years preceding the filing of the Complaint on April 24, 2023.

1.6. “Class Counsel” and/or “Plaintiff’s Counsel” means Laurel Haag of Law Offices of Buchsbaum & Haag, LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in IVVH’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from April 24, 2019 to through July 1, 2024.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative, who is Jamie Corliss.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Orange.

1.16. “IVVH” means named Defendant Irvine Valley Veterinary Hospital, Inc.

1.17. “Defense Counsel” means Klinedinst, PC.

1.18. “Effective Date” means the date by when both of the following have occurred:

(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), which is the total amount IVVH agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the

Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for IVVH for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from March 22, 2022 through July 1, 2024.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's March 22, 2023 letter to IVVH and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties (\$10,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means JAMIE CORLISS, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 3 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 3 below.

1.41. "Released Parties" means: IVVH and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" and/or "Agreement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for IVVH for at least one day, during the Class Period

2. MONETARY TERMS.

2.1. Gross Settlement Amount.

Defendant agrees to pay a total of Three Hundred Thousand Dollars (\$300,000) for the settlement of the PAGA and Class Claims. (This amount shall be referred to as the "Gross Settlement Amount") as follows:

(a) Settlement is conditioned on Court approval of PAGA and Class Settlement.

(b) If approved, payment of the Gross Settlement Amount shall be made in installment payments, according to the following schedule:

- First Installment: \$66,666.67 shall be paid within 30 days of the court's final approval of the Settlement;
- Second Installment: \$116,666.67 shall be paid no later than 365 days after the first payment was due;
- Third Installment: \$116,666.66 shall be paid no later than 365 days after the second payment was due.

2.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

(a) Class Representative Service Payment to the Class Representative of not more than \$5,000 (in addition to any Individual Class Payment, and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 to the Gross Settlement Amount, which is currently estimated to be \$116,666.67 and a Class Counsel

Litigation Expenses Payment of not more than \$15,389.15. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

(c) To the Administrator: An Administrator Expenses Payment not to exceed \$10,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

(d) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

(e) Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

(f) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

(g) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

(i) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay

Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

(ii) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3. SETTLEMENT FUNDING AND PAYMENTS.

(a) The Gross Settlement Amount is based upon 12,000 workweeks.

(b) The Gross Settlement Amount shall not change if the final number of workweeks exceeds 12,000 by up to 10% (in other words, if the total number of workweeks is 13,200 or less, the Settlement Amount shall not change). If the total number of workweeks exceeds 13,200 workweeks, Defendant will be free to choose whether to pay a pro rata amount for each additional workweek above 13,200, or have the release period end on the date of when a total of 13,200 workweeks is reached.

(c) Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 210 current and former non-exempt Class Members who collectively worked a total of 12,000 Workweeks, and 144 Aggrieved Employees who worked a total 6,843 PAGA Pay Periods.

(d) Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

(e) Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll by transmitting the funds to the Administrator according to this installment payment schedule:

- First Installment: \$66,666.67 shall be paid within 30 days of the court's final approval of the Settlement;
- Second Installment: \$116,666.67 shall be paid no later than 365 days after the first payment was due;
- Third Installment: \$116,666.66 shall be paid no later than 365 days after the second payment was due.

(f) Payments from the Gross Settlement Amount. The following disbursements will be made within 14 days after the first installment payment: Class Counsel Litigation Expenses (up to \$15,575.35); Class Administrator's Expenses (up to \$10,500.00); and Class Representative's Service Award (\$5,000).

The following disbursements will be made within 14 days after the second installment payment: individual class member payments (approximately \$137,555.04) and Individual PAGA payments ((\$2,500).

The following disbursements will be made within 14 days after the third installment payment: Class Counsel Fees (\$116,666.67) and the LWDA PAGA Payment (\$7,500).

		Balance
1st payment	\$ 66,666.67	\$ 66,666.67
Disbursement for Class Counsel Litigation Expenses	\$ 15,575.35	\$ 51,091.32
Disbursement for Class Administrator Expenses	\$ 10,500.00	\$ 40,591.32
Disbursement for Plaintiff's service award	\$ 5,000.00	\$ 35,591.32
2nd payment	\$ 116,666.67	\$ 152,257.99
Disbursement for individual class member payments	\$142,257.99	\$ 10,000.00
Disbursement for Individual PAGA	\$ 2,500.00	\$ 7,500.00
3rd payment	\$ 116,666.67	\$ 124,166.67
Disbursement for Plaintiff's counsel fees	\$ 116,666.67	\$ 7,500.00
Disbursement for LWDA payment	\$ 7,500.00	\$ 0.00

(d) The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided. Checks will remain negotiable for one hundred eighty (180) days. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before

mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

(e) The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

(f) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

(g) The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4. RELEASES OF CLAIMS.

RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

4.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action. Further, it is understood and agreed that, in consideration for the promises and covenants undertaken herein, and after consultation with legal counsel, Plaintiff does hereby, individually and on behalf of her successors, assigns, heirs, estate, executors, administrators, agents, representatives, and attorneys, and each of them, voluntarily, irrevocably, unconditionally, and generally releases, acquits, and forever discharges Defendant and without limitation any of Defendant's affiliates, parent companies, subsidiaries, successors, assigns, heirs, estates, executors, administrators, agents, representatives, and attorneys, present and former parents, officers, partners, equity partners, owners, directors, members, shareholders, trustees, beneficiaries, employees, former employees,

agents, representatives, and insurers, and/or any of the predecessors, successors and assigns of Defendant (collectively referred to as "Defendant and Releasees") and each of them, from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, actions, causes of action, damages, judgments, obligations, liabilities, and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for statutory or other attorneys' fees and costs, which Plaintiff now has, owns, holds, or claims to have, own, or hold, or may have had, owned, or held, or may claim to have, own, or hold against Defendant and Releasees, or any of them, including but not limited to any events that have occurred in connection with or related to Plaintiff's employment with Defendant, the cessation of her employment with Defendant, or any acts of Defendant and Releasees, including, without limitation, any and all claims that have or could have been asserted in the Action, any claims that in any way relate to the facts and circumstances alleged in the Action, including any alleged violation of any federal, state or other governmental statute, regulation or ordinance, any wage and hour statutory obligation, including without limitation:

1. The Civil Rights Acts of 1866, 1964, and 1991, as amended;
2. 42 U.S.C. § 1981;
3. The California Fair Employment and Housing Act;
4. § 503 of the Rehabilitation Act of 1973;
5. The Fair Labor Standards Act (including the Equal Pay Act);
6. The California and United States Constitutions;
7. The California Labor Code and Division of Labor Standards Enforcement;
8. The California Business and Professions Code;
9. The Employment Retirement Security Act, as amended;
10. The California Family Rights Act;
11. The Americans with Disabilities Act;
12. The Family Medical Leave Act;
13. The California Government Code;
14. The Age Discrimination in Employment Act;
15. The California Wage Orders;
16. The Immigration Reform and Control Act;
17. California Occupational Safety and Health Act, or Federal equivalent;
18. The National Labor Relations Act; and
19. The Worker Adjustment and Retraining Notification Act.
20. The Private Attorneys General Act (PAGA).

This general release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in California Civil Code § 1541;

that is, the extinguishment of all pre-existing obligations between the Parties, including those herein designated. Included in this general release is any claim or right arising from any other federal, state or municipal statute or ordinance, any wage and hour statutory violation, or any wage claim for severance, rest or meal break(s), overtime pay, bonus, sick leave, holiday pay, vacation pay, waiting time penalty(ies), life insurance, health or medical insurance, wage and hour violations, and/or any other monetary compensation or other benefits. Plaintiff likewise agrees also to waive and release any rights to participate in any class action litigation filed against Defendant and Releasees in the future. Plaintiff likewise agrees also to waive and release any rights to participate in any representative or PAGA action litigation filed against Defendant and Releasees in the future, the basis for which Plaintiff may have had prior to executing this Agreement. Plaintiff acknowledges that this general release includes, expressly, a release of *all* known and unknown claims arising prior to the effective date of this Agreement. This Agreement does not preclude Plaintiff from filing of an administrative charge with the federal Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing, nor does it waive or release claims under workers' compensation or unemployment law and other claims that cannot legally be waived.

4.2 Plaintiff does hereby, individually and on behalf of her successors, assigns, heirs, estates, executors, administrators, agents, representatives, and attorneys, and each of them, hereby release, remise, and specifically waive all of her rights and benefit of the provisions of Civil Code section 1542 with respect to the Action. Civil Code section 1542 provides as follows:

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

- a. Plaintiff understands the meaning of Civil Code section 1542 and has received independent legal advice from her attorney(s) with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of Civil Code section 1542.
- b. Plaintiff has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto, as she deems necessary.
- c. Plaintiff represents and warrants that she has not assigned or subrogated any of said rights, claims and causes of action that are the subject of this Agreement, or authorized any other person or entity to assert such a claim or claims on her behalf, and agrees to indemnify and hold Defendant harmless against any assignment of said rights, claims and/or causes of action.

4.3 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that

were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 4.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

4.4 Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action.

5. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist (if applicable) for Preliminary Approvals.

5.1 **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator; (v) a signed declaration from Class Counsel's firm attesting to her competency to represent the Class Members; Class Counsel's timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2))

5.3 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

5.4 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel

and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6. SETTLEMENT ADMINISTRATION.

6.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

6.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

6.4 Notice to Class Members.

No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit 1. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no

obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

If the Administrator, IVVH or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

6.5 Requests for Exclusion (Opt-Outs).

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 4 of this

Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 4.4 of this Agreement and are eligible for an Individual PAGA Payment.

- 6.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

- 6.7 Objections to Settlement.

Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

- 6.8 Administrator Duties. The Administrator has a duty to perform or observe all

tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class

Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least [15] days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7. **IVVH'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, IVVH may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if IVVH withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, IVVH will remain responsible for paying all Settlement Administration Expenses incurred to that point. IVVH must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
8. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 8.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as

necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by IVVH that any of the allegations in the Operative Complaint have merit or

that IVVH has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that IVVH's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, IVVH reserves the right to contest certification of any class for any reasons, and IVVH reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest IVVH's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, IVVH and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, IVVH and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

10.3 Injunction. Pending final determination of whether the Settlement should be approved, Class Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution of any lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a timely request for exclusion pursuant to the Agreement.

10.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

10.5 Integrated Agreement. Upon execution by all Parties and their counsel, this

Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 10.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and IVVH, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.9 No Tax Advice. Neither Plaintiff, Class Counsel, IVVH nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.14 Confidentiality. To the extent permitted by law, all agreements made, and orders

entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by IVVH in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from IVVH unless, prior to the Court's discharge of the Administrator's obligation, IVVH makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

10.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Laurel N. Haag, Buchsbaum Haag, 100 Oceangate, St. 1200, Long Beach CA 90802

To IVVH: Thomas E. Daugherty, Klinedinst PC, 501 W. Broadway, Suite 1100, San Diego CA 92101.

10.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

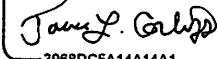
10.20 Representation by Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded this Agreement and that this Agreement has been executed with the consent and advice of counsel. Plaintiff and Class Counsel warrant and represent that there are no liens on this Agreement and the Defendant may distribute funds to the Administrator who in turn will distribute the funds as provided by this Agreement.

10.21 Action to Enforce: Any suit or action to enforce the terms of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

10.22 Settlement Class Members: The Parties agree the signatures of Settlement Class Members are so numerous ant it would not be practical to obtain their signatures for this Agreement. The Parties agree the Class Notice will advise the Class members of the binding nature of the release and the Agreement shall have the same force and effect as if this Agreement were executed by each Class Member. Those not bound are those who have submitted a Request for Exclusion.

IN WITNESS WHEREOF, the signers have voluntarily and freely executed this Settlement Agreement and General Release.

Dated: 10/16/2024 _____

DocuSigned by:

3068DC5A14A14A1
JAMIE CORLISS

IRVINE VALLEY VETERINARY HOSPITAL, INC.

Dated: _____

By: Manh Cao, DVM, on behalf of
Irvine Valley Veterinary Hospital, Inc.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.20 Representation by Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded this Agreement and that this Agreement has been executed with the consent and advice of counsel. Plaintiff and Class Counsel warrant and represent that there are no liens on this Agreement and the Defendant may distribute funds to the Administrator who in turn will distribute the funds as provided by this Agreement.

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IN WITNESS WHEREOF, the signers have voluntarily and freely executed this Settlement Agreement and General Release.

Dated: _____

JAMIE CORLISS

IRVINE VALLEY VETERINARY HOSPITAL, INC.

Dated: _____

Manh Cao (Oct 16, 2024 14:05 PDT)
By: Manh Cao, DVM, on behalf of
Irvine Valley Veterinary Hospital, Inc.

EXHIBIT “B”

To Declaration of Laurel N. Haag

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Irvine Valley Veterinary Hospital, Inc. ("IVVH") for alleged wage and hour violations.

The Action was filed by a former IVVH employee, Jamie Corliss, ("Plaintiff") and seeks payment of (1) unpaid overtime, wages, and penalties for a class of hourly employees ("Class Members") who worked for IVVH during the Class Period (April 24, 2019 to through July 1, 2024); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for IVVH during the PAGA Period (March 22, 2022 through July 1, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring IVVH to fund Individual Class Payments, and (2) a PAGA Settlement requiring IVVH to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on IVVH's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to IVVH's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on IVVH's records showing that **you worked no less than _____ workweeks during the Class Period and you worked _____ workweeks during the PAGA Period**. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires IVVH to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against IVVH.

If you worked for IVVH during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against IVVH.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against IVVH, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

IVVH will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against IVVH that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is [insert]	You cannot opt-out of the PAGA portion of the proposed Settlement. IVVH must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Written Objections Must be Submitted by [insert deadline]	

You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to IVVH's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former IVVH employee. The Action accuses IVVH of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Law Offices of Buchsbaum & Haag, LLP ("Class Counsel.")

IVVH strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether IVVH or Plaintiff is correct on the merits.

In the meantime, Plaintiff and IVVH hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and IVVH have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, IVVH does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) IVVH has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. IVVH Will Pay \$300,000 as the Gross Settlement Amount (Gross Settlement). IVVH has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, IVVH will fund the Gross Settlement in 3 equal installment payments over the course of approximately 2 years as described below. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. The Gross Settlement Amount shall be made in installment payments, according to the following schedule:

- First Installment: \$66,666.67 shall be paid within 30 days of the court's final approval of the Settlement;
- Second Installment: \$116,666.67 shall be paid no later than 365 days after the first payment was due;
- Third Installment: \$116,666.66 shall be paid no later than 365 days after the second payment was due.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$116,666.67 (33-1/3% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$15,575.35 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.
- C. Up to \$10,500.00 to the Administrator for services administering the Settlement.

- D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks, after the second installment payment is made.
4. Taxes Owed on Payments to Class Members. Plaintiff and IVVH are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (IVVH will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms

Although Plaintiff and IVVH have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [INSERT DEADLINE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [INSERT DEADLINE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class

Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against IVVH.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against IVVH based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and IVVH have agreed that, in either case, the Settlement will be void: IVVH will not pay any money and Class Members will not release any claims against IVVH.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and IVVH has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against IVVH or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc. Except as set forth in the Settlement Agreement, Participating Class Members (other than the named Plaintiff) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 10. Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and IVVH has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against IVVH, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against IVVH or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- 1. Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- 2. Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- 3. Workweek/Pay Period Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in IVVH's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept IVVH's calculation of Workweeks and/or Pay Periods based on IVVH's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and IVVH's

Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Jamie Corliss v. Irvine Valley Veterinary Hospital, Inc.,

and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by 60 days after mailing class notice _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and IVVH are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website or the Court's website

(<https://www.occourts.org/online-services/case-access/civil-case-access>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number, and approximate dates of employment for [IVVH] and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ In Department CX105, Superior Court of California, County of Orange, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.occourts.org> via Remote Appearance for Civil Unlimited in Department CX105. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything IVVH and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access/civil-case-access>) and entering the Case Number for the Action, Case No. 30-2023-01320938-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701 by calling (657) 622-6878.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Laurel Haag
Email Address: *laurel@buchsbaumhaag.com*
Name of Firm: LAW OFFICES OF BUCHSBAUM & HAAG, LLP
Mailing Address: 100 Oceangate, Suite 1200, Long Beach, California 90802
Telephone: (562)733-2498

Settlement Administrator:
PHOENIX SETTLEMENT ADMINISTRATORS
1411 N. Batavia, Ste 105
Orange, CA 92867
Phone: (800) 784-2174

<https://Phoenixclassaction.com/> _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void

☐ you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

25733974.1

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 100 Oceangate, Suite 1200, Long Beach, California 90802.

On March 20, 2025, I served the foregoing document described as:

**DECLARATION OF LAUREL N. HAAG IN SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

The true copies thereof were enclosed in a sealed envelope and addressed as follows:

Counsel for Defendants, Irvine Valley Veterinary Hospital, Inc.

THOMAS E. DAUGHERTY

MARIANNE C. LALEUF-THOM

KLINEDINST PC San Diego

501 W. Broadway, Suite 600

San Diego, California 92101

Office : (619) 400-8000

Cell : (312) 213-8117

Email : TDaugherty@Klinedinstlaw.com
mlaleuf-thom@klinedinstlaw.com

BY U.S. MAIL: By placing a true copy thereof enclosed in a sealed envelope(s) addressed as above, and placing each for collection and mailing on that date following ordinary business practices. I am "readily familiar" with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in ordinary course of business with the U.S. Postal Service in Long Beach, California, in a sealed envelope with postage fully prepaid.

BY OVERNIGHT DELIVERY: I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed as above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

BY PERSONAL SERVICE: I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s). (C.C.P. Section 1011)

BY FACSIMILE: Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at the fax number(s) listed above. The sending facsimile machine issued a transmission report confirming that the transmission was complete and without error.

XX BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from *valeries@buchsbaumhaag.com* to the person(s) at the e-mail address(es) listed above.

XX STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed, March 20, 2025, at Long Beach, California.



VALERIE SIGUENZA, Declarant