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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RACHEL SANGER, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

SOUTHERN CALIFORNIA VETERINARY
CENTER, INC. DBA SOUTHERN
CALIFORNIA VETERINARY CENTER, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CVRI2306412 (Lead)
Case No.: CVRI2400368

Assigned for all purposes to:
Harold W. Hopp
Dept. 1

REVISED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT

Date: May 13, 2025
Time: 8:30 a.m.
Dept: 1

Reservation ID: 331239410017

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Rachel Sanger's Motion for Preliminary Approval of Class
3 Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, Declaration of
4 Rachel Sanger, Declaration of Jodey Lawrence, Declaration of Jacob P. Waschak and the Class
5 Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), and good
6 cause appearing, the Court finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiff Rachel Sanger and Defendant
11 Southern California Veterinary Center, Inc. dba Southern California Veterinary Center
12 ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for
13 Preliminary Approval of Class Action and PAGA Settlement as Exhibit 2.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$120,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
19 a \$10,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
20 which (i.e., \$7,500.00) will be paid to the State of California, Labor & Workforce Development
21 Agency and 25% of which (i.e., \$2,500.00) will be paid to eligible Aggrieved Employees; (c)
22 Class Representative Service Payment of up to \$7,500.00 to Plaintiff; (d) Class Counsel's
23 attorneys' fees, not to exceed 33 1/3% of the Gross Settlement Amount (i.e., \$39,996.00), and
24 up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
25 Settlement Administration Costs of up to \$6,500.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the class representative's service payment should be finally
14 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
15 accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): all persons employed by Defendant in California and classified as an hourly-paid
18 or non-exempt employee who worked for Defendant during the Class Period of June 4, 2019 to
19 October 18, 2024.

20 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
23 of law and fact that are common, or of general interest, to all Settlement Class Members, which
24 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
25 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
26 the interests of the Settlement Class Members; and (5) a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy.

28 7. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiff Rachel Sanger.

2 8. The Court appoints, for settlement purposes only, John G. Yslas, Samantha A.
3 Smith, Diego Aviles, Harry Erganyan and Mariam Nazaretyan of Wilshire Law Firm, PLC, as
4 Class Counsel.

5 9. The Court appoints Phoenix Settlement Administrators as the Settlement
6 Administrator with reasonable administration costs estimated not to exceed \$6,500.00. The
7 Settlement Administrator shall perform all of the duties as set forth in the Settlement.

8 10. The Court approves, as to form and content the Class Notice, attached to the
9 Settlement Agreement (and also attached to this proposed order as **Exhibit 1**). The Court finds
10 on a preliminary basis that plan for distribution of the Notice in English and Spanish to
11 Settlement Class Members satisfies due process, provides the best notice practicable under the
12 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

13 11. The Class Notice shall also be accompanied by a Request for Exclusion Form
14 (attached to this proposed order as **Exhibit 2**) that Class Members may but are not obligated to
15 use. Requests for Exclusion shall be submitted to the Settlement Administrator. The Settlement
16 Administrator shall file a declaration concurrently with Plaintiff's Motion for Final Approval,
17 authenticating a copy of every Exclusion Form received by the Administrator.

18 12. The Class Notice shall be accompanied by an Objection Form that Class Members
19 may but are not obligated to use (attached to this proposed order as **Exhibit 3**). Objections shall
20 be submitted to the Administrator. If Objections are submitted, the Settlement Administrator
21 shall submit the Objections to the Court by a declaration filed concurrently with Plaintiff's
22 Motion for Final Approval, authenticating a copy of every Objection received by the
23 Administrator.

24 13. The Parties are ordered to carry out the Settlement according to the terms of the
25 Settlement Agreement.

26 14. Any Class Member who does not timely and validly request exclusion from the
27 Settlement may object to the Settlement Agreement.

28 ///

15. The Court orders the following Implementation Schedule:

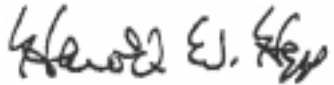
EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	(15 days after preliminary approval hearing)
Settlement Administrator to mail the Notice Packets	(no later than 14 days after receipt of Class Data)
Class Member Response Deadline	(60 days after sending Notice to Class)
Class Member Deadline to Object	(60 days after sending Notice to Class)
Deadline for Administrator to Submit Report	(14 days before the last day to file Plaintiff's Motion for Final Approval)
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Payments to Plaintiff	(16 court days before the calendared Final Approval Hearing)
Final Approval Hearing	September 23, 2025 December 19, 2025

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

17. In the event the Final Approval Hearing date is continued, the Settlement Administrator shall give notice to any objecting party.

IT IS SO ORDERED.

DATE: October 16, 2025



Hon. Harold W. Hopp
Riverside County Superior Court

EXHIBIT 1

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

*Rachel Sanger v. Southern California Veterinary Center, Inc.,
Riverside County Superior Court, Case No. CVRI2306412*

***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 Southern California Veterinary Center, Inc. ("Defendant" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Defendant employee Rachel Sanger ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly-paid or non-exempt employees ("Class Members") who worked for Defendant during the Class Period of June 4, 2019 to October 18, 2024 and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly-paid or non-exempt employees who worked for Defendant during the PAGA Period of November 17, 2022 to October 18, 2024 ("Aggrieved Employees").

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

Based on Defendant'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 Defendant'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 Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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 determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. The Court has not yet decided whether to grant final approval and any final determination of those issues will be made at the final hearing. 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant 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 Defendant.
- (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 Defendant, 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.

Defendant 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 Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	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. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant 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 Written Objections Must be Submitted by _____	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.

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 Defendant'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 employee of Defendant. The Action accuses Defendant of violating California labor laws for failure to pay minimum and straight time wages, failure to pay overtime, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"). Plaintiff is represented by attorneys in the Action: Wilshire Law Firm, PLC ("Class Counsel.")

Defendant 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 Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired Mike Young, 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 Defendant 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, Defendant 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) Defendant 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. Defendant Will Pay \$120,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant 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 attorneys' 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, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. 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.
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 \$39,996.00 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$6,500 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.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, penalties, etc. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Defendant 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.

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.

5. 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 _____, 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 _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their 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 Defendant.

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 Defendant based on the PAGA Period facts alleged in the Action.

6. 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
7. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (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.
8. Participating Class Members' Release. After the Judgment is final and Defendant 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 Defendant 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 all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaints and ascertained in the course of the Action including alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Order(s) during the Class Period for alleged: failure to provide meal periods, failure to provide rest periods, failure to pay regular and overtime wages, failure to pay minimum wages, failure to timely pay all wages during employment, failure to pay all wages to discharged and quitting employees, failure to furnish accurate itemized wage statements, failure to maintain and produce records, failure to indemnify employees for necessary business expenditures incurred in discharge of duties, and unfair business practices in violation of Labor Code sections 200-203, 204, 206.5, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, IWC Wage Order No. 5-2001, and Business & Professions Code section 17200 et seq.. Except as set forth in Section 5.3 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. Except as set forth in Section 5.3 of the Settlement 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.

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant 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:

Plaintiff releases the Released Parties, from all claims for statutory PAGA penalties that could have been sought by the Labor Commissioner for the violations identified in the Operative Complaints and the PAGA Notice, including alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Order(s)

during the PAGA Period for alleged: failure to provide meal periods, failure to provide rest periods, failure to pay regular and overtime wages, failure to pay minimum wages, failure to timely pay all wages during employment, failure to pay all wages to discharged and quitting employees, failure to furnish accurate itemized wage statements, failure to maintain and produce records, and failure to indemnify employees for necessary business expenditures incurred in discharge of duties, in violation of Labor Code sections 200-203, 204, 206.5, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and IWC Wage Order No. 5-2001. Plaintiff does not release any Aggrieved Employees' claims for wages or damages, except that Class Members who do not exclude themselves from the Settlement do release claims for wages or damages, as noted above.

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 Defendant'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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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 Defendant'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. Aggrieved Employees. 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 CVRI2306412, 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 _____, 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 Defendant 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 _____ (url) _____ or the Court's website <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>.

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 CVRI2306412 and include your name, current address, telephone number and approximate dates of employment for Defendant 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.

You cannot object to the PAGA portion of the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) _____ in Department ____ of the Riverside Superior Court, located at _____, Riverside, CA 92501. 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 remotely via <https://www.riverside.courts.ca.gov/remoteppearance>. 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 Class Action and PAGA Settlement Agreement sets forth everything Defendant 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 (url) _____. 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://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>) and entering the Case Number for the Action, Case No. CVRI2306412. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside courthouse by calling (951) 777-3147. The courthouse is located at 4050 Main Street, Riverside, California 92501.

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

Class Counsel:

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Wilshire Law Firm

3055 Wilshire Blvd. 12th Floor, Los Angeles, CA 90010

Telephone: 213-381-9988

Settlement Administrator:

Phoenix Class Action Administration Solutions

Email Address:

Mailing Address:

Telephone:

Fax Number:

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.

EXHIBIT 2

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

EXCLUSION REQUEST FORM

Use and return this form only if you wish to be excluded from the Class and do not wish to receive an Individual Class Payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Class Payment, you will not be subject to the terms of the Class Settlement, and you will retain whatever rights you may currently have. Aggrieved Employees will receive a pro-rata share of the PAGA portion of the settlement, regardless of whether they opt out of the Class Settlement.

If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

To be valid, your Exclusion Request Form must (a) include your full name, address, and last four digits of your Social Security number, (b) be signed by you, and (c) be returned to the Settlement Administrator via fax, e-mail, or U.S. Mail on or before _____, 2025.

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *SANGER V. SOUTHERN CALIFORNIA VETERINARY CENTER, INC.* ACTION AND I WISH TO EXCLUDE MYSELF FROM THE SETTLEMENT REACHED IN THE MATTER OF *SANGER V. SOUTHERN CALIFORNIA VETERINARY CENTER, INC.* I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT REACHED IN THIS MATTER BUT MAY STILL BE ELIGIBLE FOR PAYMENT UNDER THE PORTION OF THE SETTLEMENT ALLOCATED UNDER PAGA.

Dated: _____

Signature: _____

Last Four Digits of SSN: _____

Printed Name: _____

What is the Settlement Administrator's address?

Sanger v. Southern California Veterinary Center, Inc.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
T: (800) 523-5773
F: _____

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Request for Exclusion Form

Questions? Please call the Settlement Administrator at 1-800-523-5773

PLEASE DO NOT CALL THE COURT ABOUT THIS FORM

E-mail: _____

EXHIBIT 3

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release whatever rights you may currently have.

To be valid, your Objection Form must (a) include your full name, address, last four digits of your Social Security number, and dates of employment, (b) include the nature and basis for your objection, (c) be signed by you, and (d) be returned to the Settlement Administrator via fax, e-mail, or U.S. Mail on or before _____, 2025.

I object to the settlement in *Sanger v. Southern California Veterinary Center, Inc.* because _____

Dated: _____

Signature: _____

Last Four Digits of SSN: _____

Printed Name: _____

Please attach copies (not originals) of any supporting documents you have. The Settlement Administrator may contact you for further information.

What is the Settlement Administrator's address?

Sanger v. Southern California Veterinary Center, Inc.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
T: (800) 523-5773
F: _____
E-mail: _____

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Objection Form

Questions? Please call the Settlement Administrator at 1-800-523-5773

PLEASE DO NOT CALL THE COURT ABOUT THIS FORM