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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

JESSICA LOPEZ and CHARONE
DESHAZIER, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

ETHOS-CALIFORNIA VETERINARY
GROUP, INC., a California corporation;
ETHOS VETERINARY HEALTH LLC; a
Delaware limited liability company; and
DOES 1-50, Inclusive,

Defendants.

CASE NO.: **34-2022-00327993-CU-OE-GDS**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: June 14, 2024
Hearing Time: 9:00 a.m.
Reservation # **A-327993-001**

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: October 6, 2022
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiffs Jessica Lopez and Charone DeShazier (“Plaintiffs”) in this matter. As such, I
4 am fully familiar with the facts, pleadings and history of this matter. The following facts are within
5 my own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendants Ethos-California
9 Veterinary Group, Inc., and Ethos Veterinary Health LLC (“Defendants”), which motion seeks entry
10 of an order: (1) preliminarily approving the proposed settlement of this class action with
11 Defendants; (2) for settlement purposes only, conditionally certifying the Class, which is comprised
12 of “all individuals who were employed by any Defendants in California and classified as a
13 non-exempt employee at any time during the Class Period”, which is October 6, 2018 through
14 February 15, 2024; (3) provisionally appointing Plaintiffs as the representatives of the Class; (4)
15 provisionally appointing Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas
16 J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP, Shani O. Zakay of Zakay Law Group, APC, and Jean-Claude Lapuyade
18 of JCL Law Firm, APCas Class Counsel; (5) approving the form and method for providing class-
19 wide notice; (6) directing that notice of the proposed settlement be given to the class; (7) appointing
20 Apex Class Action as Administrator, and (8) scheduling a final approval hearing date, proposed for
21 November 1, 2024 which is at least 120 days from preliminary approval, to consider Plaintiffs’
22 motion for final approval of the settlement and for approval of attorneys’ fees and expenses.
23 Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement
24 Agreement (“Agreement”) along with exhibits thereto. The form of the Agreement is based upon
25 the Los Angeles County Superior Court model form for a class and PAGA settlement. This
26 Declaration incorporates by reference the definitions in the Agreement, and all terms defined therein
27 shall have the same meaning as set forth in the Agreement.
28

1
2 Fairness of Settlement

3 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
4 of One Million Two Hundred Seventy Thousand Dollars (\$1,270,000) (the “Gross Settlement
5 Amount”) is to be paid by Defendants, as set forth in the Agreement. The Gross Settlement Amount
6 will settle all issues pending in the Action between the Parties and will be made in full and final
7 settlement of the Released Class Claims in exchange for the payments to Participating Class
8 Members from the Net Settlement Amount, and includes (a) the costs of administration of the
9 settlement, (b) all attorneys' fees and costs, (c) Class Representative Service Payments, and (d) the
10 PAGA Penalties payment allocated 75% to the LWDA and 25% to the Aggrieved Employees.
11 (Agreement at ¶ 1.22.) The following is a table of the key financial terms of the Settlement and the
12 proposed deductions:

13 **\$1,270,000** (Gross Settlement Amount)
14 - \$17,500 (Plaintiffs' proposed service awards not to exceed amount)
15 - \$25,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
16 - \$423,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
17 - \$26,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
18 - \$20,000 (Administration Expenses Payment - not to exceed amount)
19 **\$758,167** (Net Settlement Amount)

20 4. The relief provided in the Settlement will benefit all members of the Class. The
21 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
22 Payments to the Class Members are all determined under a neutral methodology. Each Participating
23 Class Member will receive the same opportunity to participate in and receive payment through a
24 neutral formula that is based upon the Workweeks for that individual.

25 5. On November 15, 2023, the Parties participated in an all-day mediation session
26 presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
27 actions. In preparation for the mediation, Defendants provided Class Counsel with payroll and
28 employment data and other information regarding the Class Members, various internal documents,
and other compensation and employment-related materials. Class Counsel analyzed the data with
the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to
the mediator. The final settlement terms were negotiated and set forth in the Agreement now

1 presented for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this
2 Settlement is fair, reasonable and adequate.

3 6. Based upon 1,600 Class Members who collectively worked 103,620 Workweeks
4 (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$793.75 per Class
5 Member and \$12 per Workweek and after deductions the Net Settlement Amount provides an
6 average recovery of \$473.85 per Class Member and a recovery of \$7.31 per Workweek. The
7 calculations to compensate for the amount due for the Class at the time of the mediation were
8 calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at
9 issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid
10 wages for the employees. The maximum potential damages were calculated to be \$5,249,998 for
11 the maximum overtime damages for overtime hours allegedly paid at regular rates, \$2,919,068 for
12 the alleged unpaid wages due to off-the-clock work at 1 hour per week, \$228,796 for the alleged
13 unpaid wages due to the regular rate miscalculation applicable to overtime, \$347,017 for the alleged
14 unpaid wages due to the regular rate miscalculation applicable to meal premiums and sick pay,
15 \$1,735,035 for alleged meal period damages based upon a 28% potential violation rate for shifts
16 observed in the time records and after deducting the meal premiums (\$485,715) actually paid by
17 Defendants, \$2,332,537 for alleged rest period damages based upon the same potential 28%
18 violation rate observed for meal periods, \$136,815 for alleged unreimbursed business expenses for
19 personal cell phone usage at \$5 per month. As a result, the total damage valuation was calculated
20 that Defendants were subject to a maximum damage claim in the amount of \$12,949,266. As to
21 potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum range
22 of between \$7,891,185 and \$10,981,440, depending on the predicate violation, and potential
23 maximum wage statement penalties were \$2,382,400.¹ Defendants vigorously disputed Plaintiffs'

25 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
26 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
27 defenses asserted by Defendants, including, a good faith dispute defense as to whether any premium
28 wages for meal or rest periods or other wages were owed given Defendants' position that Plaintiffs
and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App.
4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a

1 calculations and exposure theories. Consequently, the Gross Settlement Amount of \$1,270,000
2 represents more than 9.8% of the maximum value of the alleged damages at issue in this case at the
3 time this Settlement was negotiated.² The above maximum calculations should then be adjusted in
4 consideration for both the risk of class certification and the risk of establishing class-wide liability
5 on all claims. Given the amount of the settlement as compared to the potential value of claims in
6 this case and the defenses asserted by Defendants, this settlement is fair and reasonable. Specific
7 details as to the calculation and valuation of the claims for purposes of mediation and the
8 negotiation of the Settlement are as follows:

9 **A. Payroll and Timekeeping Data.** Defendants run veterinary clinics in
10 California. Plaintiffs received and Plaintiffs' expert analyzed payroll data and
11 time punch data which covered 1,587 employees, which was 100% of the
12 Class at the time of mediation. The payroll data and time punch data covered
13 354,657 shifts worked and 103,620 work weeks, which means that Plaintiff
14 received and analyzed the entire payroll data and time data applicable to the
15 Class at the time of mediation. Based on the payroll data, the average hourly
16 rate for the Class used in the class-wide valuation calculations was \$35.63.

17 **B. Alleged Miscalculation of the Regular Rate for Overtime.** Plaintiff
18 alleged that certain remunerations in the payroll data were not correctly
19 incorporated in the regular rate, which resulted in systemic underpayment of
20 overtime. The following additional remunerations were not fully included in
21 the regular rate calculations for purposes of paying overtime: ADDITIONAL
22 EARNINGS : 12-SHIFT DIFF, ADDITIONAL EARNINGS :
23 DBB-INCENTIVE BONUS, ADDITIONAL EARNINGS : DBC-SIGN ON
24 BONUS, ADDITIONAL EARNINGS : NDA-CALL IN PREM,

25 _____
26 good faith dispute as to whether and when the wages were due.").

27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed below at ¶33.

1 ADDITIONAL EARNINGS : NDB-TECH ON CALL, ADDITIONAL
2 EARNINGS : NDC-VET EXTRA SHIFT, ADDITIONAL EARNINGS :
3 NDE-MGMT STIPEND, ADDITIONAL EARNINGS : NDF-VET
4 STIPEND, ADDITIONAL EARNINGS : NDG-VET PREMIUM,
5 ADDITIONAL EARNINGS : NDH-MILESTONE BONS, ADDITIONAL
6 EARNINGS : NDI-REFERRAL BONUS, ADDITIONAL EARNINGS :
7 NDJ-OVERNIGHT DIFF, ADDITIONAL EARNINGS : OT1-COMM
8 FUND, ADDITIONAL EARNINGS : B-BONUS (Quarterly). 54.4% of
9 employees and 32.6% of pay periods have overtime and any of the additional
10 remunerations paid. There are additional overtime offsets paid in some pay
11 periods, but the net effect is underpayment. The damages are calculated as the
12 differences between the earnings assuming overtime was paid correctly at the
13 regular rate incorporating all of the remunerations above and the actual
14 payout. The alleged unpaid wages from the miscalculation of the regular rate
15 applicable to overtime pay was calculated to total \$228,796.

16 C. **Alleged Miscalculation of the Regular Rate for Meal Period Premiums**
17 **and Sick Pay.** There are also unpaid sick pay and meal premiums due from
18 not including the remunerations above in the regular rate. The data showed
19 64.6% of Class members and 21% of pay periods have meal premiums and
20 any of the additional remunerations paid. 36.3% of Class members and 2.1%
21 of pay periods have sick pay and any of the additional remunerations paid.
22 The alleged unpaid wages from the miscalculation of the regular rate
23 applicable to meal period premiums and sick pay paid by Defendants was
24 calculated to total \$347,017.

25 C. **Unpaid Overtime.** Plaintiff's expert also found unpaid overtime in 74.5% of
26 pay periods, meaning that some overtime hours were paid as regular hours.
27 The damages are calculated as the premium portion (0.5x) of these unpaid
28

1 overtime hours. The unpaid overtime resulting from this alleged
2 underpayment totaled \$5,249,998.

3 **D. Alleged Off-The-Clock Work.** The off-the-clock claim is based on
4 allegations that Defendant knew or should have known the Class Members
5 spent time in the locker room and self-testing with a thermometer before
6 clocking in at work, and during off hours spent time taking calls, texts and
7 required use of a “Whentowork” app regarding scheduling and coverage for
8 shifts. As a result, they were systematically subjected to this alleged
9 uncompensated work time. Off-the-clock damages assume employees were
10 not paid 1 hour per workweek. Based on the payroll data, 85.7% of these
11 OTC hours are assumed overtime. Unpaid OTC wages are calculated as the
12 sum of unpaid regular OTC wages (at the hourly rate) and the unpaid
13 overtime OTC wages (at the overtime rate).. As a result, the maximum value
14 of the claim for unpaid wages due to alleged off-the-clock work was
15 \$2,919,068.

16 **C. Alleged Meal Period Violations.** The meal period claim is based upon the
17 analysis of time punch records. The time punch records reflect a meal break
18 violation rate assuming waivers of 28% of shifts greater than 6 hours (92,227
19 unique violations out of 329,707 shifts greater than 6 hours). The pay data
20 reflects meal break premiums paid for 34,961 instances, therefore roughly
21 37.9% of facial violations have had a premium paid. The 92,227 unique meal
22 break violations include late (after 5th hour), 33,998 missed (for shifts greater
23 than 6 hours), and 7,528 short (under 30 minutes). 40% of recorded meals are
24 exactly 30 minutes long, which are not included in the violations. The
25 damages for a missed period is one hour of pay under Labor Code §§266.7
26 and 512. As a result, the maximum potential damages for alleged meal
27 period violations using the 11.5% potential violation rate, and after deducting
28 premiums paid of \$485,715, were therefore calculated to be \$1,735,035.

- 1 D. **Alleged Rest Period Violations.** The rest period claim is difficult to
2 calculate because California law does not require rest periods to be recorded.
3 For this claim, Plaintiff used the maximum assumption of 28% violation rate
4 for all shifts based upon the records for meal periods. The damages for a
5 missed period is one hour of pay under Labor Code §§266.7 and 512. As a
6 result, the maximum potential damages for alleged rest period violations
7 using a 28% violation rate were estimated to be \$2,332,537.
- 8 E. **Alleged Business Expenses Reimbursement.** The expense reimbursement
9 claim was based upon the personal cellphone usage for work purposes. The
10 value of this claim used was \$5 per month over 27,363 months to calculated
11 that the maximum potential damages for the alleged failure to reimburse
12 business expenses were \$136,815.
- 13 F. **Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated for
14 the 995 terminated employees x 30 days x 30 days x (8 hours per day x
15 average rate of pay + 1.5 hours per day x 1.5 x average rate of pay). An
16 alternate Waiting Time Penalty was calculated for 715 terminated employees
17 with regular rate issues (unpaid overtime or *Ferra* issues). As such, the
18 maximum value of the potential waiting time penalties were calculated to be
19 between \$7,891,185 and \$10,981,440, depending on the predicate violation.
- 20 G. **Alleged Wage Statement Penalties.** Wage Statement Penalties are
21 calculated at \$50 for the initial violation and \$100 for each subsequent
22 violation with a max of \$4,000 per employee (assumes 100% violation). The
23 Wage Statement claim is predicated and is derivative of the above claims, so
24 the maximum valuation assumed there was a violation in every pay period
25 within the applicable one-year statute of limitation. The maximum value of
26 the potential wage statement penalties were therefore calculated to be
27 \$2,382,400.
- 28

1 H. **Alleged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA
2 penalties are paid primarily (75%) to the State of California, and do not
3 compensate for or release the individual claims of the employees. As such,
4 the PAGA Claim is not included in this valuation, however, the PAGA claim
5 is addressed separately below at paragraph 33.

6
7 Procedural History of the Litigation

8 7. On May 24, 2022, Plaintiff Lopez filed with the LWDA and served on Defendants a
9 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
10 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. This PAGA
11 Notice is attached hereto as Exhibit #3 for the Court's reference.

12 8. On October 6, 2022, Plaintiffs filed a class action Complaint against Defendants in
13 the Superior Court of the State of California, County of Sacramento. This class action Complaint
14 asserted class claims against Defendants for: (1) unfair competition in violation of Cal. Bus & Prof.
15 Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code
16 §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code
17 §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code
18 §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§
19 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California
20 Labor Code § 226; (7) failure to to reimburse employees for required expenses in violation of
21 California Labor Code § 2802; (8) failure to provide wages when due in violation of California
22 Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick wages in violation of California Labor
23 Code §§ 201-204, 233, 246.³ On February 6, 2023, Plaintiff Lopez filed a separate Representative
24 Action Complaint against Defendants (the "PAGA Action"). Plaintiff Lopez's Representative Action
25 Complaint asserted one cause of action against Defendants for Civil Penalties Pursuant to Labor

26
27

28 ³ In the complaint, Plaintiff Lopez also alleged individual (non-class) claims against Defendants
for wrongful termination, discrimination and retaliation.

1 Code §§ 2699, et seq. for violations of Labor Code §§ 201, 201.3, 202, 203, 204, et seq., 210, 218.5,
2 218.6, 221, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14
3 1198, 1198.5, 1199, 2802, 2804, and the applicable Wage Order(s).

4 9. As part of this Settlement, the Parties stipulate to the filing of a First Amended Class
5 and Representative Action Complaint in the Class Action that adds the claims, allegations, and
6 parties originally in the PAGA Action. The First Amended Class and Representative Action
7 Complaint was filed February 26, 2024 and is the operative complaint in the Action (the "Operative
8 Complaint"). Following the filing of this Operative Complaint, Plaintiff Lopez dismissed the
9 PAGA Action without prejudice on March 11, 2024.

10 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
11 including law and motion attacking the pleadings, informal discovery, and the production of
12 hundreds of pages of documents, class data, and other information, allowing for the full and
13 complete analysis of liabilities and defenses to the claims in the Action. The information for
14 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time
15 punch data for the class covering 354,657 shifts and 103,620 workweeks (which means that all time
16 data for the class was provided and not just a sampling) ; (3) Defendants' wage and hour policies;
17 (4) the employment files for the Plaintiffs; and, (5) samples of wage statements provided by
18 Defendants. As such, Class Counsel received the data and information for the Class, which was
19 sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

20 11. Class Counsel has extensive experience in litigating wage and hour class actions in
21 California. The Parties have vigorously litigated the Action since inception. During the course of
22 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
23 Defendants have engaged in significant research and investigation in connection with the Action.
24 Plaintiffs obtained informal discovery and the production of relevant documents and data from the
25 Defendants. Class Counsel has thoroughly analyzed the value of the claims during the prosecution
26 of this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

27 12. Plaintiffs and Defendants agreed to discuss resolution of the Action through a
28

1 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
2 documents and information in connection with the Action. On November 15, 2023, the Parties
3 participated in an all-day mediation presided over by Tripper Ortman, a respected and experienced
4 mediator of wage and hour class actions. Following the mediation, each side, represented by its
5 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
6 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms
7 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
8 contentious.

9 13. Although a settlement has been reached, Defendants deny any liability or
10 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for
11 any purpose other than settlement, the Action is appropriate for class and/or representative
12 treatment. Defendants contend, among other things, that they have complied at all times with the
13 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
14 Defendants contend that class certification is inappropriate for any reason other than for settlement.
15 Plaintiffs contend that Defendants violated California wage and hour laws. Plaintiffs further
16 contend that the Action is appropriate for class certification on the basis that the claims meet the
17 requisites for class certification. Without admitting that class certification is proper, Defendants
18 have stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶
19 2.9). The Parties agree that certification for settlement purposes is not an admission that class
20 certification is proper. Further, the Agreement is not admissible in this or any other proceeding as
21 evidence that the Class could be certified absent a settlement. Solely for purposes of settling the
22 Action, the Parties stipulate and agree that the requisites for establishing class certification with
23 respect to the Class are satisfied.

24 14. Class Counsel has conducted an investigation into the facts of the class action.
25 Informal discovery was obtained, which included the production of hundreds of pages of
26 documents. Class Counsel engaged in a thorough review and analysis of the relevant documents
27 and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until
28 Class Counsel possessed sufficient information to make an informed judgment regarding the

1 likelihood of success on the merits and the results that could be obtained through further litigation.
2 In addition, Class Counsel previously negotiated settlements with other employers in actions
3 involving nearly identical issues and analogous defenses. Based on the foregoing data and their own
4 independent investigation, evaluation and experience, Class Counsel believes that the settlement
5 with Defendants on the terms set forth in the Agreement is fair, reasonable, and adequate and is in
6 the best interest of the Class in light of all known facts and circumstances, including the risk of
7 significant delay, defenses asserted by Defendants, and potential appellate issues.

8
9 Settlement Terms and Plan of Allocation

10 15. The Gross Settlement Amount is One Million Two Hundred Seventy Thousand
11 Dollars (\$1,270,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount
12 consists of the following elements: (1) payment of the Individual Class Payments to the
13 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation
14 Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service
15 Payments to the Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross
16 Settlement Amount does not include Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The
17 Gross Settlement Amount shall be all-in with no reversion to Defendants. (Agreement at ¶ 3.1.)

18 16. Within fourteen (14) days of the Effective Date, Defendants shall deposit the Gross
19 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual
20 Class Payments to Participating Class Members along with the other Court-approved distributions
21 shall be made by the Administrator within fourteen (14) days after Defendants fund the Gross
22 Settlement Amount. (Agreement at ¶ 5.1.)

23 17. The amount remaining in the Gross Settlement Amount after the deduction of
24 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
25 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
26 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
27 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
28 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each

1 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
2 total number of Workweeks worked by all Participating Class Members during the Class Period and
3 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
4 3.2(e).) Workweeks will initially be based on Defendants' records, however, Class Members will
5 have the right to challenge the number of Workweeks.

6 18. Class Members may choose to opt-out of the Settlement by following the directions
7 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
8 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
9 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including
10 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and
11 will remain subject to the release of the Released PAGA Claims regardless of their request for
12 exclusion from the Class. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise
13 the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
14 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

15 19. A Participating Class Member must cash his or her Individual Class Payment check
16 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
17 180 days will be voided and any funds represented by such checks sent to the California Controller's
18 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
19 subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

20 20. Subject to Court approval, the Parties have agreed on Apex Class Action LLC to
21 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
22 will be paid for settlement administration in an amount not to exceed \$20,000. (Agreement at ¶
23 3.2(c).) ILYM provided an estimate of \$17,600 for administration expenses.

24 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
25 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
26 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
27 Class Counsel Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶
28 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$7,500

1 for Plaintiff DeShazier and \$10,000 for Plaintiff Lopez as the Class Representative Service
2 Payments.⁴ (Agreement at ¶ 3.2(a).)

3 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
4 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
5 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$26,000. (Agreement at ¶¶
6 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA
7 Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development
8 Agency ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA
9 Payments to be distributed to the Aggrieved Employees based on the number of their respective
10 PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the
11 LWDA has been served with this motion and the Agreement.

12
13 Risks of Continued Litigation and Standards for Approval

14 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
15 litigate and trying this Action against Defendants through possible appeals which could take several
16 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
17 especially in complex class actions such as this Action. Class Counsel is also mindful of and
18 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
19 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
20 Settlement set forth in the Agreement is in the best interest of the Class Members.

21 24. Here, a number of defenses asserted by Defendants present serious threats to the
22 claims of the Plaintiffs and the other Class Members. Defendants asserted that Defendants'
23 practices complied with all applicable Labor laws. Defendants argued that Class Members were
24 paid for all time worked, that all work time was properly recorded, and that the regular rate was
25 properly calculated. Defendants contend that its meal and rest period policies fully complied with
26

27
28 ⁴ As set forth in paragraph 6.1(b) of the Agreement, Plaintiffs are separately settling their non-
class, individual claims pursuant to separate confidential individual agreements.

1 California law and Defendants did not fail to provide the opportunity for legally required meal and
2 rest breaks. Defendants could argue that their payment of significant meal period premiums is
3 evidence of lawful practices. Defendants contend that there was no failure to pay for business
4 expenses and any cell phone usage was merely convenient and voluntary such that reimbursement
5 was not legally required. Finally, Defendants could argue that the Supreme Court decision in
6 *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value,
7 and class certifiability as to the meal and rest period claims. Defendants also argue that based on
8 their facially lawful practices, Defendants acted in good faith and without willfulness, which if
9 accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. If
10 successful, See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 2024 Cal. LEXIS 2438, at *3 (May 6,
11 2024) ("if an employer reasonably and in good faith believed it was providing a complete and
12 accurate wage statement in compliance with the requirements of section 226, then it has not
13 knowingly and intentionally failed to comply with the wage statement law.") Defendants' defenses
14 could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these
15 defenses could be overcome, Defendants maintain these defenses have merit and therefore present a
16 serious risk to recovery by the Class.

17 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
18 be unable to obtain a certified class and maintain the certified class through trial, and thereby not
19 recover on behalf of any employees other than themselves. At the time of the mediation,
20 Defendants forcefully opposed the propriety of class certification, arguing that individual issues
21 precluded class certification. Further, as demonstrated by the California Supreme Court decision in
22 *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome
23 for a class-wide recovery even where the class has been certified. While other cases have approved
24 class certification in wage and hour claims, class certification in this action was hotly disputed and
25 the maintenance of a certified class through trial was by no means a foregone conclusion.

26 26. This settlement is therefore certainly entitled to preliminary approval. Were this
27
28

1 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
2 things, that wages were owed on a class-wide basis. As explained below, this was and is a
3 substantial risk:

4 A. **Risks of Litigation** - The risks of continued litigation are significant. During the
5 pendency of this action, the Defendants rolled out arbitration agreements on the
6 current employees. The issuance of arbitration agreements could prevent class
7 certification, or severely limit the class that could be certified. In addition,
8 Defendant obtained releases from 573 class members. These releases could also
9 prevent class certification, or severely limit the class that could be certified.

10 B. **Risks With Specific Claims and Their Class-Wide Valuations** - The specific
11 claims also had risks which impacted both liability and the valuation of the claim. In
12 defense of the largest valued claim for overtime damages, Defendants asserted that
13 there was a valid alternative workweek schedule, which made the payment of regular
14 wages for this work lawful. The AWW database maintained by the State of
15 California evidences several valid elections for alternative workweek schedules.
16 This defense likely means that this entire claim could result in zero damages at trial.
17 The claims based on the alleged miscalculation of the regular rate, while normally a
18 good certifiable claim, in this case also had problems. Defendants maintained that
19 the “Incentive” bonus and “milestone” bonus were discretionary, which if accepted,
20 would mean that this compensation does not need to be included in the regular rate,
21 and therefore there would be no liability. In addition, the Defendants established that
22 referral bonuses can be excluded from the regular rate under California law. The
23 meal and rest break claims present significant hurdles for class certification because
24 of the potential for individual issues as to why a break was missed. In my
25 experience, these claims would be difficult to certify. As to the alleged claim for off-
26 the-clock-work, again this claims presented problems both as to certification and
27 liability. Defendants could argue that the alleged tasks were either performed while
28 clocked in or were otherwise negligible work time. Defendants disputed that an

1 occasional phone call or text would amount to 1 hour per week as Plaintiffs
2 calculated. Therefore, this claim would be difficult to prove and to value on a class-
3 wide basis even if certified. Finally, as to the statutory penalties relating to waiting
4 time and wage statements, these claims are both derivative of the above claims and
5 are subject to their own defenses. As discussed above, the Defendants asserted
6 significant defenses to all of the predicate violations, which means that under the
7 new decision in *Naranjo*, even if the violations were provide, these penalties would
8 be denied. As a result, the claims for penalties likely have no value through
9 continued litigation.

10 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
11 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
12 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
13 of litigation. The Declarations of the Plaintiffs are submitted herewith in support. At this stage, the
14 requested service awards are well within the accepted range of awards for purposes of preliminary
15 approval, subject to the Court's determination at final approval. *See e.g. Andrews v. Plains All Am.*
16 *Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested
17 service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S.
18 Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein*
19 *v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500
20 where average class member payment was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*,
21 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six
22 plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal.
23 2007) (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in
24 enhancements).

25 28. The stage of the proceedings at which this Settlement was reached also militates in
26 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
27 conducted a thorough investigation into the facts of the class action. Class Counsel began
28 investigating the Class Members' claims before the Action was filed, and during the course of

1 litigation, Class Counsel engaged in informal discovery to obtain necessary information. Class
2 Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was
3 also experienced with the claims at issue here, as Class Counsel previously litigated and settled
4 similar claims in other actions. Accordingly, the agreement to settle did not occur until Class
5 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
6 success on the merits and the results that could be obtained through further litigation.

7 29. Based on the foregoing data and their own independent investigation and evaluation,
8 Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the
9 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
10 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
11 asserted by Defendants, and numerous potential appellate issues. There can be no doubt that
12 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
13 success on the merits and the results that could be obtained through further litigation.

14
15 Class Certification Issues

16 30. Plaintiffs contend that the proposed settlement meets all of the requirements for class
17 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
18 the Court may appropriately approve the Class as defined in the Agreement. This Court should
19 conditionally certify the Class for settlement purposes only, defined as follows:

20 All individuals who were employed by any Defendants in California and classified as
21 a non-exempt employee at any time during the Class Period.

22 (Agreement at ¶ 1.5.)

23 Class Period is October 6, 2018 to February 15, 2024. (Agreement at ¶ 1.13.)

24 a. **Numerosity** - Here, Plaintiffs assert that the 1,600 current and former
25 employees that comprise the Class can be identified based on Defendants' records and are
26 sufficiently numerous for class certification.

27 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
28

1 questions of law and fact are present, specifically the common questions of whether Defendants'
2 employment practices were lawful, whether Defendants failed to provide meal and rest periods to
3 Class Members, whether Class members were lawfully compensated for all hours worked, whether
4 Defendants correctly calculated the regular rate, whether Defendants failed to provide required
5 expense reimbursement, and whether Class Members are entitled to damages and penalties as a
6 result of these practices. Plaintiffs contend that certification of this Class is appropriate because
7 Defendants allegedly engaged in uniform practices with respect to the Class Members. As a result,
8 these common questions of liability could be answered on a class wide basis.

9 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
10 is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendants as
11 non-exempt employees, and, like every other member of the Class, were subject to the same
12 employment practices. Plaintiffs, like every other member of the Class, also claim owed
13 compensation as a result of the Defendants' uniform company policies and practices. Thus, the
14 claims of Plaintiffs and the members of the Class arise from the same course of conduct by
15 Defendants, involve the same issues, and are based on the same legal theories.

16 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
17 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
18 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
19 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
20 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively
21 communicated with Class Counsel, provided documents and information to Class Counsel, and
22 participated in the investigation and resolution of the Action. The personal involvement of the
23 Plaintiffs was essential to the prosecution of the Action and the monetary settlement reached.
24 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
25 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and those
26 of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same set of
27 facts and legal theories.

28 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal

1 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
2 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
3 experience. We have handled a number of class actions and complex cases and have acted both as
4 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
5 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
6 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
7 employment law class actions, including claims for misclassification, overtime, expense
8 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
9 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
10 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
11 adequate counsel by the courts throughout California. We have been approved as experienced class
12 counsel by both state and federal courts in California in contested class certification proceedings. A
13 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
14 settlement is defined as “all individuals who were employed by any Defendants in California and
15 classified as a non-exempt employee at any time during the Class Period.” I have reviewed my
16 firm’s cases and representation of other plaintiffs and there is no conflict or representation which
17 would prevent my firm from representing the interests of the Class this case. My firm only
18 represents employees, and not employers. My firm has never represented Defendants nor any
19 affiliate of the Defendants. My firm’s only interest in the subject matter of this litigation is to
20 ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
21 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
22 other employees and classes as the claims are all against different and distinct employers. I can
23 think of no conflict that would arise in our representation of the Class and our adequate
24 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
25 excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any
26 affiliation with the proposed Administrator for this settlement. Thus, the adequacy requirement for
27 my firm is satisfied.

28 32. The Class Notice, drafted jointly and agreed upon by the Parties through their

1 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
2 "A" to the Agreement.) The Class Notice will include, among other information: (i) information
3 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
4 including a description of the applicable release; (iii) information to the Class Members regarding
5 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
6 each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the
7 amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of the
8 Administrator. The Class Notice will state that the Class Members shall have sixty (60) days from
9 the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion
10 (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be
11 given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses
12 and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not
13 submit a timely and proper request to opt-out will automatically receive a payment of their
14 Individual Class Payment. This notice program was designed to meaningfully reach the Class
15 Members and it advises them of all pertinent information concerning the Settlement.

16 33. The PAGA Claim -

17 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
18 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
19 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
20 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
21 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
22 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
23 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
24 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
25 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
26 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
27 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
28 class members." (LWDA Response at p.4).

1 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
2 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
3 \$2,770,300 and \$5,540,600 for a single violation in every one of the 55,406 pay periods at issue in
4 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
5 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
6 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
7 per pay period but without stacking.⁵ The PAGA allocation in the Settlement is the amount of
8 \$26,000. This allocation is justified by several important considerations. First, the PAGA claim
9 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
10 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
11 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
12 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA
13 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third,
14 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
15 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
16 awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the
17 PAGA claim. Even if we assume that violations for all 55,406 pay periods were established, using
18 the valuation from *Carrington* results in a potential recovery of only \$277,030 under PAGA. This
19 means that the PAGA allocation in the Agreement is a reasonable percentage of this potential
20 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
21 reasoning of the LWDA in *O'Connor v. Uber*.

22 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
23 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
24 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
25

26 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$2,770,300 and \$5,540,600 is the civil penalty amount without stacking.
28 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is
2 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
3 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
4 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
5 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
6 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
7 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
8 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
9 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
10 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
11 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
12 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
13 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
14 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
15 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
16 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
17 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
18 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
19 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
20 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
21 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
22 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
23 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
24 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
25 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
26 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
27 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
28 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)

1 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
2 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
3 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
4 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
5 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
6 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
7 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
8 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
9 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
10 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
11 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
12 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

13
14 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
15 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
16 reasonable, and at the time of final approval, my firm will present lodestar to further support the
17 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
18 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
19 of the class action awards obtained by Class Counsel in similar employment actions throughout the
20 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
21 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
22 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
23 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
24 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
25 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
26 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
27 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
28 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.

1 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
2 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
3 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
4 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
5 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
6 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
7 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
8 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
9 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
10 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
11 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
12 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
13 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
14 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
15 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
16 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
17 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
18 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
19 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
20 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
21 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
22 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
23 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
24 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
25 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
26 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
27 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
28 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,

2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See’s Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Class Representative Service Payments - The reasonableness of the requested service award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.

1 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
2 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
3 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
4 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards
5 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,
6 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*
7 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
8 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
9 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
10 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
11 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
12 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
13 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
14 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
15 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
16 2011)(awarding \$10,000 service award together with additional compensation for their general
17 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
18 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
19 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
20 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
21 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
22 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
23 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
24 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
25 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
26 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
27 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
28 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,

2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Comply, U.S.D.C. Central District of California* Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

36. Potentially Related Other Actions - Besides this Action, I am unaware of any other related cases pending against Defendants which would be impacted by this settlement. I have searched the LWDA database which evidences that there are no other currently pending PAGA notices served against Defendants (other than PAGA notice served in this case).

37. Administration - After seeking bids from qualified administrators, the estimate from Apex Class Action is was selected, as it provided for an estimate of \$17,600 to perform the settlement administration for a Class of up 1,760, with any difference between the actual expenses and the budget of \$20,000 to be retained in the Net Settlement Amount for distribution to the Class. I have used Apex Class Action successfully as the administrator in more than ten class settlements in the last couple years and know them to be competent and experienced. My firm has no relationship or connection with Apex Class Action, and thus no conflict of interest exists. Submitted herewith is the Declaration of Sean Hartranft from Apex Class Action which includes the estimate for administration from Apex Class Action.

1 Service on the LWDA:

2 38. At the same time as the filing and service of this declaration, I am also serving the
3 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
4 Settlement Agreement. This service is verified by the accompanying proof of service.
5

6 I declare under penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. Executed this 20th day of May, 2024, at La Jolla, California.
8

9 By: /s/ Kyle Nordrehaug
10 Kyle Nordrehaug
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EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Jessica Lopez and Charone DeShazier (“Plaintiffs”) and defendants Ethos-California Veterinary Group, Inc., and Ethos Veterinary Health LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collectively means Plaintiffs’ lawsuits against Defendants captioned: (1) *Jessica Lopez and Charone DeShazier v. Ethos-California Veterinary Group, Inc. and Ethos Veterinary Health LLC*, Case No. 34-2022-00327993, initiated on October 6, 2022 and pending in Superior Court of the State of California, County of Sacramento; and (2) *Jessica Lopez v. Ethos-California Veterinary Group, Inc. and Ethos Veterinary Health LLC*, Case No. 34-2023-00334275, initiated on February 6, 2023 and pending in Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means Apex Class Action Administration, 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.
- 1.4. “Aggrieved Employees” means all individuals who were employed by any Defendants in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by any Defendants in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”); Shani O. Zakay of Zakay Law Group, APC (“ZLG”); and Jean-Claude Lapuyade of JCL Law Firm, APC (“JCL”).
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”

mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 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 Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from October 6, 2018 to the earlier of preliminary class settlement approval or February 15, 2024.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representatives.
- 1.15. “Class Representative Service Payment(s)” means the service payment(s) made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Sacramento.

- 1.17. “Defendants” means Ethos-California Veterinary Group, Inc. and Ethos Veterinary Health LLC.
- 1.18. “Defense Counsel means Ray E. Boggess and Andrew K. Haeffele, and Bree A. Oswald of Payne & Fears LLP.
- 1.19. “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 Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members objects to the Settlement, then ten days after the deadline for filing a notice of appeal from the Judgment without a notice of appeal having been filed; or if an appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Two Hundred Seventy Thousand Dollars (\$1,270,000.00) which is the total amount to be paid by Defendants as provided by this Agreement 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 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants. The Gross Settlement Amount does not include any additional individual settlement payment owed to Plaintiffs for settlement of Plaintiffs' individual non-wage and hour claims.
- 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 PAGA Pay Periods worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency identified in Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means 75% of the PAGA Penalties, which percentage will be 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 Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from May 24, 2021 to the earlier of February 15, 2024 or preliminary settlement approval.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff Lopez’s May 24, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means Twenty-Six Thousand Dollars (\$26,000), the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,500) and the 75% to LWDA (\$19,500) 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.
- 1.36. “Plaintiffs” means Jessica Lopez and Charone DeShazier, the named plaintiffs in the Action.

- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including, (a) any and all claims for wages based on alleged off-the-clock work (e.g., for work performed before clocking in and after clocking out, for work performed during a meal period, and for time spent during a temperature check or health screening off the clock); (b) any and all claims involving any alleged failure to pay overtime wages; (c) any and all claims involving any alleged failure to pay minimum wages; (d) any and all claims involving any alleged failure to pay sick wages; (e) any and all claims involving any alleged failure to pay compensation at the correct regular rate of pay (e.g., for overtime wages, meal and rest period premiums, and sick pay); (f) any and all claims involving alleged rounding of time punches and/or compensable time; (g) any and all claims involving any alleged failure to provide compliant meal periods; (h) any and all claims involving any alleged failure to provide compliant rest periods; (i) any and all claims involving any alleged failure to properly pay meal and/or rest period premiums; (j) any and all claims involving alleged improper deductions; (k) any and all claims involving any alleged failure to keep accurate and provide itemized wage statements; (l) any and all claims involving any alleged failure to timely pay wages, both during employment and at the termination of employment; (m) any and all claims involving any alleged failure to pay waiting time penalties; (n) any and all claims involving any alleged failure to reimburse business expenses; (o) any and all claims involving any alleged failure to provide suitable seating; and (p) any and all claims involving any alleged unlawful business practices in violation of Business & Professions Code § 17200, *et seq.* The release shall include the release of claims under (i) California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 233, 246, 246.5, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804; (ii) California Business & Professions Code section 17200, *et seq.* (including sections 17200, 17201, 17202, 17203); (iii) the relevant Wage Orders issued by the Industrial Welfare Commission; (iv) claims under the Fair Labor Standards Act (FLSA); and (v) any other wage and hour laws. Participating Class Members do not release any claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, Class claims based on facts occurring outside the Class Period, Plaintiff Lopez’s individual claims alleged as Causes of Action 10-13 in the Operative Complaint, and Plaintiff DeShazier’s individual claims arising after the date of the signing of the Memorandum of Understanding (except for claims identified in this paragraph 1.38, which shall be included in this Release).

- 1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California, including any and all claims for PAGA penalties based on any alleged violation of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and 2810.5, and the applicable Wage Orders(s). The Released PAGA Claims do not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker’s compensation, PAGA claims outside of the PAGA Period, Plaintiff Lopez’s individual claims alleged as Causes of Action 10-13 in the Operative Complaint, and Plaintiff DeShazier’s individual claims arising after the date of the signing of the Memorandum of Understanding (except for claims identified in this paragraph 1.39, which shall be included in this Release).
- 1.40. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, parents, and related entities.
- 1.41. “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.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class 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.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. RECITALS

The Class Action

- 2.1. On October 6, 2022, Plaintiffs commenced this Action by filing a Class Action Complaint against Defendants in the Superior Court of the State of California, County

of Sacramento (the “Class Action”). Plaintiffs’ Complaint asserted claims that Defendants:

- (a) Violated California Business and Professions Code § 17200 *et seq.*;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (i) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246;
- (j) Violated constitutional right of privacy;
- (k) Retaliated in violation of California Labor Code §§ 1102.5 and 6310 and Government Code § 12900, *et seq.*;
- (l) Violated California Government Code § 12940; and,
- (m) Wrongful Termination in violation of public policy.¹

2.2. On March 13, 2023, Defendants filed an Answer to Plaintiffs’ Class Action Complaint, asserting thirty-six (36) affirmative defenses.

The PAGA Action

2.3. On February 6, 2023, Plaintiff Lopez filed a separate Representative Action Complaint against Defendants (the “PAGA Action”). Plaintiff Lopez’s Representative Action Complaint asserted one cause of action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 201.3, 202, 203, 204, *et seq.*, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and the applicable Wage Order(s).

2.4. On May 8, 2023, Defendants filed an Answer to Plaintiff Lopez’s Representative Action Complaint, asserting seventeen (17) affirmative defenses.

¹ Claims (j)-(m) were asserted by Plaintiff Lopez individually, whereas the remaining claims were asserted by Plaintiffs on classwide basis.

Pleading Amendment

- 2.5. As part of this Agreement, the Parties stipulate to the filing of a First Amended Class and Representative Action Complaint in the Class Action that adds the claims, allegations, and parties originally in the PAGA Action. The First Amended Class and Representative Action Complaint shall be the operative complaint in the Action (the “Operative Complaint”), which was filed on February 26, 2024. Once the First Amended Class and Representative Action Complaint is filed in Case No. 34-2022-00327993, Plaintiff Lopez will dismiss her separate PAGA Action, Case No. 34-2023-00334275.
- 2.6. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

Mediation and Settlement

- 2.7. On November 15, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, agreed to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-30 (2008) (“*Dunk/Kullar*”).
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants’ defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$1,270,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff DeShazier and Ten Thousand Dollars (\$10,000.00) for Plaintiff Lopez (in addition to any individual, non-wage and hour settlements, Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs 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. Plaintiffs assume 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 one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$423,333, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Class Counsel Fee Payments shall be allocated among Class Counsel as follows: 75% to BNBD, 12.5% to ZLG and 12.5% to JCL. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs 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 Plaintiffs' 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$20,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$26,000 to be paid from the Gross Settlement Amount, with 75% (\$19,500) allocated to the LWDA PAGA Payment and 25% (\$6,500) 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 (\$6,500) 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.
- (e) 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.
 - i. Tax Allocation of Individual Class Payments. 25% 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. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wage damages, expense reimbursement, interest and penalties (the "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.

- ii. 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.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants have represented that the Class consists of approximately 1,600 Class Members who collectively worked a total of 103,620 Workweeks, and 1,170 Aggrieved Employees who worked a total of 55,406 PAGA Pay Periods. Defendants also represented that 573 of the approximately 1,600 Class Members signed releases during the Class Period, leaving approximately 58,000 workweeks that were not subject to a release.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will 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. Defendants have 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 Defendants 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.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees

Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. 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.
- 5.4. 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).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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.

- 6. RELEASE OF CLAIMS.** Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Plaintiffs and his or 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 that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

- (b) Plaintiffs' Other Claims. Plaintiffs represent that they have additional individual, non-wage and hour claims against Defendants. Plaintiffs are separately settling these individual claims. In addition to the Gross Settlement Amount, Plaintiffs will also separately be paid for resolution of their individual claims as set forth in their separate confidential individual settlement agreements. Plaintiff Lopez will be separately settling her individual claims alleged in the Operative Complaint as Causes of Action 10-13, Plaintiff DeShazier will be separately settling her individual claims as well. Plaintiff DeShazier shall also promptly sign Defendants' Arbitration Agreement, which Defendants disseminated to its current employees. These individual settlements to be paid to Plaintiffs are in addition to the Gross Settlement Amount and will be memorialized in confidential individual settlement agreements that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreements to obtain approval of this

Settlement, the Parties agree that the individual settlement agreements will be submitted in camera under seal to the Court.

6.2. Release by Participating Class Members. 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 the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA 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 the Released PAGA Claims.

7. **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 procedures and instructions.

7.1. Defendants’ Responsibilities. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendants shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiffs’ Responsibilities. Plaintiffs 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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs 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; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and (vii) timely transmitting to the LWDA of all necessary PAGA documents, including the 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. (1)(2), and a copy of the Judgment (Labor Code section 2699, subd. (1)(3)). In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 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.

7.4. 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.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration 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 Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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.

- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.
- 8.3. 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.
- 8.4. Notice to Class Members.
- (a) 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.
 - (b) 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 substantially in the form attached to this Agreement as Exhibit A. 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.
 - (c) Not later than 7 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.
 - (d) 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 Response Deadline 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.
 - (e) If the Administrator, the Parties, Defense Counsel 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.

8.5. Requests for Exclusion (Opt-Outs).

- (a) 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 the Response Deadline (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.
- (b) 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.
- (c) 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 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) 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 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for

Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (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 as to the challenges

8.7. Objections to Settlement.

- (a) 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.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, 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 the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. 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.

- (a) 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.

- (b) Request 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 7 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).
- (c) 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.
- (d) 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 providing the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are 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.

- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of 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 7 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendants are providing a declaration as set forth in paragraph 7.1 above. Should the Qualifying Workweeks worked by the Class Members during the Class Period as set forth in paragraph 4.1 above ultimately increase by more than 10% (i.e. if the Qualifying Workweeks exceed 113,982), Defendants, at their option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of Qualifying Workweeks reaches 113,982, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the number of Qualifying Workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number of Qualifying Workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%). Should PAGA Pay Periods ultimately increase by more than 10% (i.e., if the PAGA Pay Periods exceed 60,947), Defendants, at their option, can either choose to: (1) cut off the end date for the PAGA Period as of the date on which the number of PAGA Pay Periods reaches 60,947, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the number of PAGA Pay Periods worked by the Aggrieved Employees above the 10% (i.e., if there was 11% increase in the number of PAGA Pay Periods during the PAGA Period, Defendants would agree to increase the Gross Settlement Amount by 1%).

10. DEFENDANTS' 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, Defendants may, but are not obligated to, elect to withdraw from the Settlement. Defendants shall be entitled to communicate with Class Members regarding the settlement and to encourage Class Members to not opt out of the settlement and to remain in the settlement class. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for

paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants 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. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs 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(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not less than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. 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 a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. 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 under C.C.P. section 664.6 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.

11.4. Waiver of the 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.

11.5. 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 an equal basis, any additional Administration Expenses reasonably incurred at the time of 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.

12. 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.

13. ADDITIONAL PROVISIONS

13.1. 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' 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 not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' 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).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants 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. Plaintiffs, Class Counsel, Defendants 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. This Agreement does not restrict Defendants' communications with their current employees regarding any employment concerns and does not restrict Defendants from encouraging employees to participate in this Settlement.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.
- 13.4. 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.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.
- 13.6. 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.

- 13.7. 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.
- 13.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement, or any Class Notice, be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. 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.
- 13.13. 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.
- 13.14. 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 Defendants 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, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 13.15. 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.

13.16. 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.

13.17. 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 Plaintiffs and the Class:

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Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
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To Defendants:

Ray E. Boggess
Andrew K. Haeffele
Bree A. Oswald
Payne & Fears
4 Park Plaza, Suite 1100
Irvine, California 92614

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Fax: (949) 851-1212
E-Mail: reb@paynefears.com
E-Mail: akh@paynefears.com
E-Mail: bao@paynefears.com

13.18. 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.

13.19. 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 from the signing of the Memorandum of Understanding until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 17, 2024


Jessica Lopez (Apr 17, 2024 08:02 PDT)
Plaintiff Jessica Lopez

Dated: Apr 19, 2024


Charone B. DeShazier (Apr 19, 2024 13:05 PDT)
Plaintiff Charone DeShazier

Dated: _____

[name]
For Defendant Ethos-California Veterinary Group, Inc.

Tele.: (949) 851-1100
Fax: (949) 851-1212
E-Mail: reb@paynefears.com
E-Mail: akh@paynefears.com
E-Mail: bao@paynefears.com

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The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Jessica Lopez

Dated: _____
Plaintiff Charone DeShazier

Dated: _____
Keith Richter

Keith Richter
For Defendant Ethos-California Veterinary Group, Inc.

Dated: _____
Eric Smith

Chief Legal Officer [name]
For Defendant Ethos Veterinary Health LLC

Dated: 5/17/24
Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Shani O. Zakay
Zakay Legal Group, APC
Attorney for Plaintiffs

Dated: _____

Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: 5/16/24
Ray E. Boggess

Payne & Fears
Attorney for Defendants

Dated: _____

[name]
For Defendant Ethos Veterinary Health LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 04/19/24

Shani O. Zakay
Zakay Legal Group, APC
Attorney for Plaintiffs

Dated: 04/19/24

Jean-Claude Lapyuyade
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: _____

Ray E. Bogges
Payne & Fears
Attorney for Defendants

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

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

***Lopez v. Ethos-California Veterinary Group, Inc. et al., Superior Court of the State of
California,
County of Sacramento, Case No. 34-2022-00327993-CU-OE-GDS***

***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.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Ethos-California Veterinary Group, Inc., and Ethos Veterinary Health LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Jessica Lopez and Charone DeShazier (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by any Defendants in California and classified as a non-exempt employee at any time during the Class Period (October 6, 2018 through February 15, 2024) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by any Defendants in California and classified as a non-exempt employee at any time during the PAGA Period (May 24, 2021 through February 15, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendants’ records you are not eligible for that payment.)

The above estimates are based on Defendants’ 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 and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 do 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class 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 a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants as described in Section 4 below.
- (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, however you will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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 a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class 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 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to any part of the settlement, including the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 23 before Judge Jill H. Talley. This hearing may change as explained below in Section 9. 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 zoom appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge the number, you must do so by _____. See Section 5 of this Notice.

1. What is the Action about?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to pay the correct regular rate of pay when necessary, failing to pay for all time worked, failing to provide required meal periods and premiums for non-compliant meal periods, failing to provide required rest periods and premiums for non-compliant rest periods, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failing to provide suitable seating, making unlawful deductions from wages, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong and dispute all the claims in the Action.

2. What does it mean that the Action has settled?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation, the outcome of which is uncertain. The negotiations were successful. By signing a lengthy written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants 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, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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. 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 terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million Two Hundred Seventy Thousand Dollars and Zero Cents (\$1,270,000.00) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is no longer subject to appeal. The settlement will be paid out 14 days after the Defendants pay the settlement funds.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs 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:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$20,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$423,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The attorneys' fees awarded shall be allocated among Class Counsel as follows: 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 12.5% to Zakay Law Group, APC, and 12.5% to JCL Law Firm, APC. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff DeShazier and Ten Thousand Dollars (\$10,000.00) for Plaintiff Lopez as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$26,000 relating to Plaintiffs' claim under PAGA, \$19,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$6,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, which is May 24, 2021 through February 15, 2024.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be 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. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a

Class Member for at least one day. The number of Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed checks for your installments of the Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty-Five Percent (25%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wage damages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Nothing contained in this Class Notice shall constitute advice regarding Participating Class Members' taxes or tax liability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued 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 funds represented by such checks will go to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

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 _____, which is the 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

the Defendants. Instructions are contained in Section 7 of this Notice.

Administrator. The Court has appointed a neutral company, _____ (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.

4. What do I release under the Settlement?

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including, (a) any and all claims for wages based on alleged off-the-clock work (e.g., for work performed before clocking in and after clocking out, for work performed during a meal period, and for time spent during a temperature check or health screening off the clock); (b) any and all claims involving any alleged failure to pay overtime wages; (c) any and all claims involving any alleged failure to pay minimum wages; (d) any and all claims involving any alleged failure to pay sick wages; (e) any and all claims involving any alleged failure to pay compensation at the correct regular rate of pay (e.g., for overtime wages, meal and rest period premiums, and sick pay); (f) any and all claims involving alleged rounding of time punches and/or compensable time; (g) any and all claims involving any alleged failure to provide compliant meal periods; (h) any and all claims involving any alleged failure to provide compliant rest periods; (i) any and all claims involving any alleged failure to properly pay meal and/or rest period premiums; (j) any and all claims involving alleged improper deductions; (k) any and all claims involving any alleged failure to keep accurate and provide itemized wage statements; (l) any and all claims involving any alleged failure to timely pay wages, both during employment and at the termination of employment; (m) any and all claims involving any alleged failure to pay waiting time penalties; (n) any and all claims involving any alleged failure to reimburse business expenses; (o) any and all claims involving any alleged failure to provide suitable seating; and (p) any and all claims involving any alleged unlawful business practices in violation of Business & Professions Code § 17200, *et seq.* The release shall include the release of claims under (i) California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 233, 246, 246.5, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804; (ii) California Business & Professions Code section 17200, *et seq.* (including sections 17200, 17201, 17202, 17203); (iii) the relevant Wage Orders issued by the Industrial Welfare Commission; (iv) claims under the Fair Labor Standards Act (FLSA); and (v) any other wage and hour laws. Participating Class Members do not release any claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA 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 the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California, including any and all claims for PAGA penalties based on any alleged violation of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and 2810.5, and the applicable Wage Orders(s). The Released PAGA Claims do not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, parents, and related entities.

5. How much will my payment be?

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 during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendants' records reflect that you worked << _____ >> Workweeks during the Class Period (October 6, 2018 through February 15, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << _____ >>.

Defendants' records reflect that you worked << _____ >> PAGA Pay Periods during the PAGA Period (May 24, 2021 through February 15, 2024). Based on this information your estimated Individual PAGA Payment is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the

case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' 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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

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

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email it to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Lopez v. Ethos-California Veterinary Group, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Lopez v. Ethos-California Veterinary Group, Inc.*, Case No. 34-2022-00327993-CU-OE-GDS. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. 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 Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Lopez v. Ethos-California Veterinary Group, Inc.* or via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and by entering the Case No. 34-2022-00327993.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline. 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, *Lopez v. Ethos-California Veterinary Group, Inc.*, Case No. 34-2022-00327993-CU-OE-GDS, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, or in addition to a written objection, 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. You also have the option to appear at the hearing remotely via zoom. Check the Court's website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx#remote> for the most current information on how to appear for this hearing. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANTS:

Ray E. Boggess
Andrew K. Haeffele
Bree A. Oswald
Payne & Fears
4 Park Plaza, Suite 1100
Irvine, California 92614

9. Can I attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 23 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Jill H. Talley. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's tentative ruling website the day before at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> for the most current information on how to appear for this hearing. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Lopez v. Ethos-California Veterinary Group, Inc.* In addition, hearing dates are posted on the Internet via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and by entering the Case No. 34-2022-00327993.

10. How can I get more information?

You may call the Administrator at _____ or write to *Lopez v. Ethos-California Veterinary Group, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Class Action and PAGA Settlement Agreement, the

Judgment, the motion for final approval, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Lopez v. Ethos-California Veterinary Group, Inc.* You may get more details by examining the Court's file on the Internet via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case No. 34-2022-00327993. If you wish to view the Court files in person, you may go to the Clerk's Office at Room 102, 720 9th Street, Sacramento, CA 95814.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JESSICA LOPEZ and CHARONE
DESHAZIER, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

ETHOS-CALIFORNIA VETERINARY
GROUP, INC., a California corporation;
ETHOS VETERINARY HEALTH LLC; a
Delaware limited liability company; and
DOES 1-50, Inclusive,

Defendants.

CASE NO.: 34-2022-00327993-CU-OE-GDS

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: October 6, 2022
Trial Date: Not set

This matter came before the Honorable Jill H. Talley of the Superior Court of the State of California, in and for the County Sacramento, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Jessica Lopez and Charone DeShazier ("Plaintiffs") for preliminary approval of the Settlement with Defendants Ethos-California Veterinary Group, Inc.,

PRELIMINARY APPROVAL ORDER

1 and Ethos Veterinary Health LLC (“Defendants”). The Court, having considered the briefs,
2 argument of counsel and all matters presented to the Court and good cause appearing, hereby
3 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement
7 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
8 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
9 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
11 Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount that Defendants shall pay is One Million Two
15 Hundred Seventy Thousand Dollars and Zero Cents (\$1,270,000.00). It appears to the Court on a
16 preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
17 potential Class Members when balanced against the probable outcome of further litigation and the
18 significant risks relating to certification, liability and damages issues. It further appears that
19 investigation and research have been conducted such that counsel for the Parties are able to
20 reasonably evaluate their respective positions. It further appears to the Court that the Settlement
21 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
22 would be presented by the further prosecution of the Action. It further appears that the Settlement
23 has been reached as the result of serious and non-collusive, arm’s-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
28

1 reasonable when balanced against the probable outcome of further litigation and the significant
2 risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and
5 proposed Class Representative Service Payments to the Plaintiffs in an amount not more than
6 \$7,500 for Plaintiff DeShazier and \$10,000 for Plaintiff Lopez. The Court will not approve the
7 amounts of attorneys' fees and costs, nor the amount of any service award, until the Final
8 Approval Hearing. Plaintiffs will be required to present evidence supporting these requests,
9 including lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
14 "all individuals who were employed by any Defendants in California and classified as a non-
15 exempt employee at any time during the Class Period." The "Class Period" is October 6, 2018
16 through February 15, 2024.

17 7. The Court concludes that, for settlement purposes only, the Class meets the
18 requirements for certification under section 382 of the California Code of Civil Procedure in that:
19 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
20 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
21 community of interest amongst the members of the Class with respect to the subject matter of the
22 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
23 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
24 class action is superior to other available methods for the efficient adjudication of this controversy;
25 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
26 adequate representatives of the Class.

27 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
28

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
2 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
3 Nordrehaug Bhowmik De Blouw LLP, Shani O. Zakay of Zakay Law Group, APC, and Jean-
4 Claude Lapuyade of JCL Law Firm, APC as Class Counsel.

5 9. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
6 of \$26,000, which shall be allocated \$19,500 to the Labor & Workforce Development Agency
7 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
8 Agreement pursuant to the PAGA and \$6,500 to the Aggrieved Employees. “Aggrieved
9 Employees” are all individuals who were employed by any Defendants in California and classified
10 as a non-exempt employee at any time during the PAGA Period (May 24, 2021 through February
11 15, 2024). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided
12 notice of the Agreement and these settlement terms. The Court finds these PAGA Penalties to be
13 reasonable.

14 10. The Court hereby approves, as to form and content, the Class Notice attached to the
15 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
16 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
17 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
18 and opportunity to object to the Settlement. The Court further finds that the distribution of the
19 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
20 the requirements of due process, is the best notice practicable under the circumstances, and shall
21 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
22 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
23 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
24 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
25 address for the Class Member no later than seven (7) days after the receipt of the undelivered
26 Class Notice.

1 11. The Court hereby appoints _____ as the Administrator. No later than
2 thirty (30) days after this Order, Defendants will provide the Class Data to the Administrator. The
3 Administrator will perform address updates and verifications as necessary prior to the first
4 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
5 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
6 Class Members via first-class regular U.S. Mail to their last known address.

7 12. The Court hereby preliminarily approves the proposed procedure for exclusion
8 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
9 from the Class as provided in the Class Notice by following the instructions for requesting
10 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
11 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
12 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
13 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
14 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
15 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
16 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
17 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
18 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
19 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
20 group, class, or subclass of individuals is not permitted and will be deemed invalid.

21 13. Any Class Member who has not opted out may appear at the final approval hearing
22 and may object or express the Member’s views regarding the Settlement and may present evidence
23 and file briefs or other papers that may be proper and relevant to the issues to be heard and
24 determined by the Court as provided in the Class Notice. Class Members will have until the
25 Response Deadline to submit their written objections to the Administrator. Written objections
26 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
27 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
28

1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department 23 at the Gordon D. Schaber Courthouse of the
5 Sacramento County Superior Court to hear the motion for final approval and the motion for
6 attorneys' fees and costs, and to determine all necessary matters concerning the Settlement,
7 including: whether the proposed settlement of the Action on the terms and conditions provided for
8 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
9 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
10 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
11 Class Members; and to finally approve attorneys' fees and costs, service awards, and the fees and
12 expenses of the Administrator. All papers in support of the motion for final approval and for
13 attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel no
14 later than sixteen (16) court days before the hearing and the motion shall be heard at this final
15 approval hearing.

16 15. Neither the Settlement nor any exhibit, document, or instrument delivered
17 thereunder shall be construed as a concession or admission by Defendants in any way that the
18 claims asserted have any merit or that this Action was properly brought as a class or representative
19 action, and shall not be used as evidence of, or used against Defendants as, an admission or
20 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
21 omission by Defendants or with respect to the truth of any allegation asserted by any person.
22 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
23 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
24 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
25 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
26 evidence of a presumption, concession, indication or admission by Defendants of any liability,
27 fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JESSICA LOPEZ and CHARONE
DESHAZIER, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

ETHOS-CALIFORNIA VETERINARY
GROUP, INC., a California corporation;
ETHOS VETERINARY HEALTH LLC; a
Delaware limited liability company; and
DOES 1-50, Inclusive,

Defendants.

CASE NO.: 34-2022-00327993-CU-OE-GDS

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: October 9, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Jessica Lopez and Charone DeShazier (“Plaintiffs”)
2 for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”)
3 with Defendants Ethos-California Veterinary Group, Inc., and Ethos Veterinary Health LLC
4 (“Defendants”), attorneys’ fees and costs, service payments, and the expenses of the Administrator
5 duly came on for hearing on _____ before the Honorable Jill H. Talley.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Sacramento, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Two Hundred
16 Seventy Thousand Dollars and Zero Cents (\$1,270,000.00) and the terms set forth in the
17 Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On _____, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about _____. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,
24 48 Cal. App. 4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs and Class Counsel’s investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. ____
6 objections were received. _____ requests for exclusion were received.

7 e. The participation rate was high. _____ Class Members will be mailed a
8 settlement payment, representing ____% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
11 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of
12 Class Members’ claims, given the uncertainties and significant risks of the litigation and the
13 delays which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate, and reasonable and in the best
15 interests of the Class Members.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$_____ for attorneys’ fees, representing one-third of the
18 Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable,
19 in light of the contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and
20 the results achieved by Class Counsel. The requested award has been supported by Class
21 Counsel’s lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for Class Representative Service Payments in an amount
24 not more than \$7,500 for Plaintiff DeShazier and \$10,000 for Plaintiff Lopez, subject to the
25 Court’s approval. The Court finds that Class Representative Service Payments in the amount of
26 \$_____ to Plaintiff DeShazier and \$_____ for Plaintiff Lopez are reasonable in
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1 light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
12 of \$26,000, which shall be allocated \$19,500 to the Labor & Workforce Development Agency
13 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$6,500 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$6,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who were employed by any Defendants in
19 California and classified as a non-exempt employee at any time during the PAGA Period (May 24,
20 2021 through February 15, 2024). Pursuant to Labor Code section 2699, subdivision (l)(2), the
21 LWDA was provided notice of the Agreement and these settlement terms and has not indicated
22 any objection thereto. The Court finds these PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

26 15. The Class is certified for the purposes of settlement only. The Class is defined as
27 follows:

1 All individuals who were employed by any Defendants in California and classified
2 as a non-exempt employee at any time during the Class Period (October 6, 2018
through February 15, 2024).

3 16. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
5 REFERENCE TO IDENTIFY ANY OPT OUTS].

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendants shall fund the Gross Settlement Amount, and also fund the
8 amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the
9 Administrator no later than 14 days after the Effective Date.

10 18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
11 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
12 compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

13 19. The payment of Class Representative Service Payments in the amount of
14 \$_____ to Plaintiff DeShazier and \$_____ for Plaintiff Lopez are approved.

15 20. The payment of \$_____ to the Administrator for its fees and expenses is
16 approved.

17 21. The PAGA Penalty amount of \$26,000 is approved and is to be distributed in
18 accordance with the Agreement.

19 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
20 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
21 entry.

22 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
23 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
24 any wrongdoing by Defendants or that this Action is appropriate for class or representative
25 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
26 the Agreement, nor any document referred to herein, nor any action taken to carry out the
27 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
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1 any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the
2 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
3 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
4 or defenses by Defendants. Notwithstanding these restrictions, Defendants may file in the Action
5 or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other
6 papers and records on file in the Action as evidence of the Settlement to support a defense of *res*
7 *judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense
8 as to the Released Class Claims and/or Released PAGA Claims.

9 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members.

14 25. If the Agreement is not finally approved, then this Final Approval Order and
15 Judgment, and all orders entered in connection with it, shall be rendered null and void. The
16 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

17 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

18 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
19 Plaintiffs, and all members of the Class, shall take nothing in the Action.

20 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
21 Agreement, to hear and resolve any claim for settlement benefits, and to supervise and adjudicate
22 any dispute arising from or in connection with the distribution of settlement benefits.

23 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
24 provided in the Agreement and in this Final Approval Order and Judgment.

25 29. Effective on the date when Defendants fully fund the entire Gross Settlement
26 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
27
28

1 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
2 release claims against all Released Parties as follows:

3 (a) All Participating Class Members, on behalf of themselves and their
4 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, release Released Parties from the Released Class Claims. The “Released Class
6 Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts
7 stated in the Operative Complaint which occurred during the Class Period during employment in a
8 non-exempt position in California, including, (a) any and all claims for wages based on alleged
9 off-the-clock work (e.g., for work performed before clocking in and after clocking out, for work
10 performed during a meal period, and for time spent during a temperature check or health screening
11 off the clock); (b) any and all claims involving any alleged failure to pay overtime wages; (c) any
12 and all claims involving any alleged failure to pay minimum wages; (d) any and all claims
13 involving any alleged failure to pay sick wages; (e) any and all claims involving any alleged
14 failure to pay compensation at the correct regular rate of pay (e.g., for overtime wages, meal and
15 rest period premiums, and sick pay); (f) any and all claims involving alleged rounding of time
16 punches and/or compensable time; (g) any and all claims involving any alleged failure to provide
17 compliant meal periods; (h) any and all claims involving any alleged failure to provide compliant
18 rest periods; (i) any and all claims involving any alleged failure to properly pay meal and/or rest
19 period premiums; (j) any and all claims involving alleged improper deductions; (k) any and all
20 claims involving any alleged failure to keep accurate and provide itemized wage statements; (l)
21 any and all claims involving any alleged failure to timely pay wages, both during employment and
22 at the termination of employment; (m) any and all claims involving any alleged failure to pay
23 waiting time penalties; (n) any and all claims involving any alleged failure to reimburse business
24 expenses; (o) any and all claims involving any alleged failure to provide suitable seating; and (p)
25 any and all claims involving any alleged unlawful business practices in violation of Business &
26 Professions Code § 17200, et seq. The release shall include the release of claims under (i)
27 California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5, 226,
28

1 226.2, 226.3, 226.7, 233, 246, 246.5, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
2 2800, 2802, 2804; (ii) California Business & Professions Code section 17200, *et seq.* (including
3 sections 17200, 17201, 17202, 17203); (iii) the relevant Wage Orders issued by the Industrial
4 Welfare Commission; (iv) claims under the Fair Labor Standards Act (FLSA); and (v) any other
5 wage and hour laws. Participating Class Members do not release any claims for vested benefits,
6 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
7 insurance, disability, social security, workers' compensation, Class claims based on facts
8 occurring outside the Class Period, Plaintiff Lopez's individual claims alleged as Causes of Action
9 10-13 in the Operative Complaint, and Plaintiff DeShazier's individual claims arising after
10 December 8, 2023 (except for claims identified in this paragraph).

11 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
12 of themselves and their respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
14 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
15 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
16 Notice, which occurred during the PAGA Period during employment in a non-exempt position in
17 California, including any and all claims for PAGA penalties based on any alleged violation of
18 California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5,
19 226, 226.2, 226.3, 226.7, 233, 246, 246.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
20 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, and 2810.5, and the applicable Wage Orders(s).
21 The Released PAGA Claims do not include claims for vested benefits, wrongful termination,
22 violation of the Fair Employment and Housing Act, discrimination, unemployment insurance,
23 disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period,
24 Plaintiff Lopez's individual claims alleged as Causes of Action 10-13 in the Operative Complaint,
25 and Plaintiff DeShazier's individual claims arising after December 8, 2023 (except for claims
26 identified in this paragraph).

1 (c) Plaintiffs and their respective former and present spouses, representatives,
2 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
3 Released Parties from all claims, transactions, or occurrences that occurred during the Class
4 Period, as set forth in the Agreement.

5 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
6 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
7 Administrator shall transmit the funds represented by such checks to the California Controller's
8 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
9 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

10 31. The Court hereby enters judgment in the entire Action as of the filing date of this
11 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
12 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
13 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
14 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

16
17 Dated: _____

18 _____
19 HON. JILL H. TALLEY
20 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT #2

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FIRM RESUME

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Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

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Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figuroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

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Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3



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May 24, 2022

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

ETHOS-CALIFORNIA VETERINARY GROUP, INC.

c/o C T Corporation System
330 N Brand Blvd, STE 700
Glendale, CA 91203

Sent via Certified Mail and Return Receipt No. 7021 2720 0000 9972 7232

ETHOS VETERINARY HEALTH LLC

c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Sent via Certified Mail and Return Receipt No. 7021 2720 0000 9972 7249

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff JESSICA LOPEZ (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendants ETHOS-CALIFORNIA VETERINARY GROUP, INC. (“Defendant Ethos-California Veterinary Group”) and ETHOS VETERINARY HEALTH LLC (“Defendant Ethos Veterinary”) (collectively “Defendants”). Plaintiff was employed by Defendants in California from September of 2020 to March of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and

2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant Ethos-California Veterinary Group and/or Defendant Ethos Veterinary in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,
JCL LAW FIRM, APC



Jean-Claude Lapuyade, Esq.

Enclosure (1)