

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Email: Kyle@bamlawca.com

Website: www.bamlawca.com

Attorneys for Plaintiffs

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**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: November 1, 2024

Hearing Time: 9:00 a.m.

[*Hearing scheduled by Order dated June 27
2024*]

Judge: Hon. Jill H. Talley

Dept: 23

Date Filed: October 6, 2022

Trial Date: Not set

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

2 YOU ARE HEREBY NOTIFIED THAT on November 14, 2024, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6 Dated: November 14, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
 Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On November 14, 2024, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): I caused the above entitled document(s) to be transmitted
9 through electronic mail to counsel Defendants at the following address(es):

10 Ray E. Boggess
reb@paynefears.com
11 Andrew Haeffele
akh@paynefears.com
12 Jess Gray
jgray@paynefears.com
13 Arlene Barrantes, Assistant to Ray Boggess
abarrantes@paynefears.com
14 PAYNE & FEARS
4 Park Plaza, Suite 1100
15 Irvine, California 92614

16 Attorneys for Defendants

17 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
18 Labor Workforce Development Agency via online process at the PAGA Filing website in
19 accordance with the procedure imposed by the LWDA.

20 X (State): I declare under penalty of perjury under the laws of the State of California that the
21 above is true and correct. Executed on November 14, 2024, at La Jolla, California.

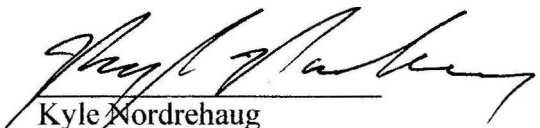
22
23 
24 Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

FILED
Superior Court of California
County of Sacramento
11/14/2024
T. Shaddix, Deputy

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: November 1, 2024
Hearing Time: 9:00 a.m.

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 November 1, 2024 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 June 27, 2024, the Court entered the order granting preliminary approval of the
25 Settlement. At this same time, the Court approved conditional certification of the Class for
26 settlement purposes 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 August 2, 2024. 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 October 1, 2024, 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. No
6 objections were received. Two (2) requests for exclusion were received.

7 e. The participation rate was high. 1,468 Participating Class Members will be
8 mailed a settlement payment, representing 99.86% 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 \$423,333 for attorneys’ fees, representing one-third of the Gross
18 Settlement Amount, and \$25,000 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested awards have been supported by Class Counsel’s
21 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 \$7,500 to Plaintiff DeShazier and \$10,000 for Plaintiff Lopez are reasonable in light of the risks
27
28

1 and burdens undertaken by the Plaintiffs in this litigation and for their time and effort in bringing
2 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 \$17,600 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. The two
5 individuals who requested exclusion are Bianca Ramos and Michelle Langdon.

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 \$423,000 and costs in
11 the amount of \$25,000. Class Counsel shall not seek or obtain any other compensation or
12 reimbursement from Defendants, Plaintiffs, or members of the Class.

13 19. The payment of Class Representative Service Payments in the amount of \$7,500 to
14 Plaintiff DeShazier and \$10,000 for Plaintiff Lopez are approved.

15 20. The payment of \$17,600 to the Administrator for its fees and expenses is approved.

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

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

21 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
22 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
23 any wrongdoing by Defendants or that this Action is appropriate for class or representative
24 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
25 the Agreement, nor any document referred to herein, nor any action taken to carry out the
26 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
27 any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the
28

1 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
2 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
3 or defenses by Defendants. Notwithstanding these restrictions, Defendants may file in the Action
4 or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other
5 papers and records on file in the Action as evidence of the Settlement to support a defense of *res*
6 *judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense
7 as to the Released Class Claims and/or Released PAGA Claims.

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

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

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

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

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

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

24 29. Effective on the date when Defendants fully fund the entire Gross Settlement
25 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
26 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
27 release claims against all Released Parties as follows:
28

1 (a) All Participating Class Members, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
3 and assigns, release Released Parties from the Released Class Claims. The “Released Class
4 Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts
5 stated in the Operative Complaint which occurred during the Class Period during employment in a
6 non-exempt position in California, including, (a) any and all claims for wages based on alleged
7 off-the-clock work (e.g., for work performed before clocking in and after clocking out, for work
8 performed during a meal period, and for time spent during a temperature check or health screening
9 off the clock); (b) any and all claims involving any alleged failure to pay overtime wages; (c) any
10 and all claims involving any alleged failure to pay minimum wages; (d) any and all claims
11 involving any alleged failure to pay sick wages; (e) any and all claims involving any alleged
12 failure to pay compensation at the correct regular rate of pay (e.g., for overtime wages, meal and
13 rest period premiums, and sick pay); (f) any and all claims involving alleged rounding of time
14 punches and/or compensable time; (g) any and all claims involving any alleged failure to provide
15 compliant meal periods; (h) any and all claims involving any alleged failure to provide compliant
16 rest periods; (i) any and all claims involving any alleged failure to properly pay meal and/or rest
17 period premiums; (j) any and all claims involving alleged improper deductions; (k) any and all
18 claims involving any alleged failure to keep accurate and provide itemized wage statements; (l)
19 any and all claims involving any alleged failure to timely pay wages, both during employment and
20 at the termination of employment; (m) any and all claims involving any alleged failure to pay
21 waiting time penalties; (n) any and all claims involving any alleged failure to reimburse business
22 expenses; (o) any and all claims involving any alleged failure to provide suitable seating; and (p)
23 any and all claims involving any alleged unlawful business practices in violation of Business &
24 Professions Code § 17200, *et seq.* The release shall include the release of claims under (i)
25 California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 225.5, 226,
26 226.2, 226.3, 226.7, 233, 246, 246.5, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
27 2800, 2802, 2804; (ii) California Business & Professions Code section 17200, *et seq.* (including
28

1 sections 17200, 17201, 17202, 17203); (iii) the relevant Wage Orders issued by the Industrial
2 Welfare Commission; (iv) claims under the Fair Labor Standards Act (FLSA); and (v) any other
3 wage and hour laws. Participating Class Members do not release any claims for vested benefits,
4 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
5 insurance, disability, social security, workers' compensation, Class claims based on facts
6 occurring outside the Class Period, Plaintiff Lopez's individual claims alleged as Causes of Action
7 10-13 in the Operative Complaint, and Plaintiff DeShazier's individual claims arising after
8 December 8, 2023 (except for claims identified in this paragraph).

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

25 (c) Plaintiffs and their respective former and present spouses, representatives,
26 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
27
28

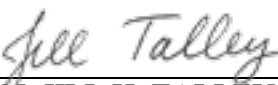
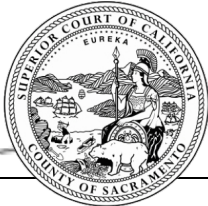
1 Released Parties from all claims, transactions, or occurrences that occurred during the Class
2 Period, as set forth in the Agreement.

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

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

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

14
15 Dated: 11/14/2024

16 
17 
18 HON. JILL H. TALLEY
19 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
20
21
22
23
24
25
26
27
28