

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA
Hidalgo et al. v. Global K9 Protection Group, LLC, Case No. 3:20-cv-02780-VC

NOTICE OF CLASS ACTION SETTLEMENT

The Court authorized this notice. This is not a solicitation from a lawyer.

ATTN: <<EmployeeName>>

If you were an employee of GLOBAL K9 PROTECTION GROUP, LLC at any time from April 21, 2016 to February 15, 2021, you could receive payments from a proposed class action settlement.

A proposed class action settlement (“Settlement”) has been reached in this case that resolves a lawsuit alleging that Defendant Global K9 Protection Group, LLC violated Federal and California employment laws.

The Court handling this case has preliminarily approved the Settlement. However, payments will be made only if the Court grants final approval of the Settlement.

Defendant denies that it has done anything wrong and argues that it has complied with all laws. Defendant entered into this Settlement only to resolve this lawsuit.

If the Court approves the Settlement, you would receive four payments over one year. If Global K9 does not make all the payments on time you will be able to keep the money and retain your right to sue.

IF YOU HAVE ANY QUESTIONS AFTER READING THIS NOTICE, PLEASE CALL ATTORNEY RAMSEY HANAFI at (415) 504-3121 and indicate that you are calling about the Global K9 Protection Group, LLC case.

1. If I decide to participate and want to receive the most money, what must I do?

You do not have to do anything to receive payment. The settlement of class wide claims under California and Federal laws automatically includes participants unless they affirmatively “opt out.” You do not have to file a claim form to receive payment.

2. Why did I get this Notice?

Global K9 Protection Group records show that you were employed by Global K9 Protection Group at some time between April 21, 2016 and February 15, 2021, as either a Canine Handler or Site Lead. The lawsuit in the United States District Court, for the Northern District of California, is known as *Hidalgo v. Global K9 Protection Group, Inc.*, case number 3:20-cv-02780-VC. Justin Hidalgo, Courtney Bentley, and Gavin Boomer are the “Plaintiffs.” The company they sued, Global K9 Protection Group, LLC, is the “Defendant.” The judge assigned to oversee this action is the Honorable Vince Chhabria (the “Court”).

The claims are brought as a class action. In this case, the Plaintiffs are the “Class Representatives” who filed this class action on behalf of themselves and other current or former canine handlers or site leads who have similar claims. All of these canine handlers and site leads together are a “Class” or “Class Members.” The Court will resolve the issues for all Class Members, except for those who exclude themselves from the Class.

3. Who is in the Settlement Class?

The Settlement Class consists of two groups, the “California Class” and the “Collective Class”. These groups are defined as follows:

“California Class” or “California Class Member” or “California Class Members” means any individual currently or formerly employed by Defendant in California as a canine handler employee between April 21, 2016 and February 15, 2021. If such person is incompetent or deceased, “California Class” or “California Class Member” or “California Class Members” means the person’s legal guardian, executor, heir, or successor in interest.

“Collective” or “Collective Member” or “Collective Members” means any individual currently or formerly employed by Defendant as a canine handler employee between April 21, 2016 and February 15, 2021 who affirmatively opted to join the purported FLSA collective action under the Complaint. If such person is incompetent or deceased, “Collective” or “Collective Member” or “Collective Members” means the person’s legal guardian, executor, heir, or successor in interest.

4. What are the claims in this lawsuit?

The claims allege that Defendant either misclassified canine handlers and site leads as improperly “exempt” employees, or otherwise failed to pay non-exempt canine handlers and site leads according to law. As a result, Plaintiffs allege that Defendant failed to pay overtime compensation and regular wages; failed to provide adequate meal periods and rest breaks; failed to reimburse employees for work-related expenses; and violated other laws related to the alleged misclassification. Plaintiffs also allege they are entitled to other damages and penalties.

5. Why is there a Settlement?

After the parties exchanged extensive documents and information about this lawsuit, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. The Class Representative and her lawyers think the Settlement is in the best interests of all Class Members.

6. Will I suffer any adverse consequences resulting from the Settlement?

No you will not. Your status with Global K9 Protection Group will not be affected in any way regardless of your decision to participate, or not to participate, in this Settlement. Global K9 Protection Group will not retaliate against you based upon your decision to participate, or not to participate, in the Settlement. If Global K9 does not make all the payments on time, you will get

to keep the money you have received and the release (described below in Section 9) will not be binding.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the Settlement provide?

Under the terms of the Settlement, Global K9 Protection Group agrees to pay a total settlement amount of \$425,000. The following amounts will be deducted from this total settlement fund if approved by the Court: Class attorney fees (not to exceed \$127,500 or 30% of the total settlement amount); Class attorneys' actual costs, inclusive of settlement administration fees, as approved by the Court (not to exceed \$40,000); an enhancement award to the Plaintiffs for their service as the Class Representative (not to exceed \$5,000 per Plaintiff); and Private Attorney General Act ("PAGA") payment in the amount of \$3,750 to the California Labor and Workforce Development Agency.

Subtracting the Court-awarded deductions from the total settlement amount will result in a "Net Settlement Fund" of approximately \$238,750, which will be used for payments to those California and Collective Class Members who participate in the Settlement. Defendants will fully fund the Settlement of \$425,000 in four quarterly payments. The first settlement installment payment will be due at the end of the first fiscal quarter following final approval of this Settlement by the Court. All following payments will be due at the end of each subsequent fiscal quarter (that is, June 30, September 30, December 31, 2021, and March 31, 2022). For example, if Final Approval is granted on June 1, 2021, the first payment will be due on June 30, 2021, and the last will be due March 31, 2022.

8. How much money will I get if I participate in the Settlement?

If you do not opt-out of the Settlement, you will be entitled to a payment of approximately \$<<estAmount>> ("Settlement Payment"). The Settlement Payment was calculated using each Class Member's prorated share of the total workweeks worked during the Class Period, their status as a Class or Collective member, and a pro rated share of the total estimated unpaid business expenses for the Class. California Class members receive an additional payment of \$<<CA Payment>> for additional violations of California law. Two thirds shall be allocated to wages subject to payroll taxes with the remaining one third allocated to interest and penalties, and will be reported on an IRS Form 1099. Wage payments will be made first.

Records provided by Global K9 Protection Group indicate that as of February 15, 2021 you worked <<TotalWorkweeks>> during the class period.

You may dispute the amount of your Settlement Payment, by a written dispute and any supporting papers, which must be mailed to the Settlement Administrator and postmarked no later than **July 23, 2021**. **If you believe you worked more weeks than indicated above, please include records demonstrating that the total number of weeks you worked for any of the above categories.** Records should include paystubs, schedules, emails, or other documents sufficient to demonstrate that you worked for the additional weeks that were not included.

If you wish to remain in the Class, you will receive a Settlement Payment. You will be provided with a “1099-Misc” tax form for the non-wage portions of your payment.

9. Am I giving up my right to sue?

If you participate in this lawsuit, yes. In exchange for the payments, you are agreeing to a “release” of your claims against Global K9. This means that you will not be allowed to sue Global K9 for the same claims that are being settled by this Settlement, which covers claims through February 15, 2021. The release only takes effect if Global K9 makes all of its payments in full and on time. If it does not make full, timely payment, you can keep any money you have received and the release will not become effective.

The full release is in the Settlement Agreement, and it covers federal and California wage and hour claims brought in this lawsuit. The entities that are released are Global K9, and its respective agents, attorneys, insurers, past, present and future divisions, affiliates, any DBAs, predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies, and/or any and all persons and/or corporate entities acting by, through, under, or in concert with any of them.

HOW TO GET A PAYMENT OR EXCLUDE YOURSELF FROM THIS LAWSUIT

10. How do I get a payment?

To receive a payment, you don’t have to do anything. You will give up your right to make claims against Defendant regarding its alleged misclassification and Defendant’s alleged failure to pay overtime compensation and regular wages; alleged failure to provide adequate meal periods and rest breaks; alleged failure to reimburse employees for work-related expenses; alleged failure to provide proper itemized pay stubs; alleged failure to pay waiting-time penalties to former employees; and for alleged PAGA violations.

If you choose to opt out of the Settlement Class, you will not receive a payment from the Settlement, but you keep all your rights to sue Defendant. The only way for you to retain your rights to sue Defendant involving the same claims in this case is to mail a valid opt-out letter to the Settlement Administrator postmarked no later than **July 23, 2021** (see Question #12).

11. When will I get payments?

The Court will hold a Final Approval Hearing on **August 26, 2021 at 2:00 p.m.**, and if the Settlement is approved by the Court, then the four Settlement Payments will be sent to the address where you received this notice. If you would like to change the address where your Settlement Payments will be mailed, please contact the Settlement Administrator at:

**Hidalgo v. Global K9 Protection Group, LLC, Settlement Administrator
c/o CPT Group, Inc.**

**50 Corporate Park
Irvine, California 92606
Toll-Free Number: 1-888-975-2379**

Checks will be mailed to participating settlement members if and after the Court grants “final approval” of the Settlement. If the Court approves the Settlement after the Final Approval Hearing, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. If there are no appeals and the Court grants “final approval” of the Settlement, your payment will be sent on a quarterly schedule as indicated above. If you have questions regarding when checks will be mailed, please contact the Settlement Administrator (contact information above) or Class Counsel (see Question # 16).

12. How do I exclude myself for the Settlement Class?

If you do not want to participate in the claims in the Settlement, you may be excluded (that is, you may “opt out”) by sending a timely letter in writing to the Settlement Administrator or opting out online by emailing the Settlement Administrator. The correspondence must contain your name, address and telephone number, and the last four digits of your social security number or tax ID. The request for exclusion must clearly state that you wish to be excluded from the Settlement in the matter of Hidalgo et al. v. Global K9 Protection Group, LLC., Case No. 3:20-cv-02780-VC (called a “Request for Exclusion”). Written requests for exclusion must be signed, dated, mailed by First Class U.S. Mail, or the equivalent, and postmarked no later than **July 23, 2021**, to:

**Hidalgo v. Global K9 Protection Group, LLC, Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, California 92606
Toll-Free Number: 1-888-975-2379**

The Court will exclude any settlement class member who sends a complete and timely Request for Exclusion as described in the paragraph above or emailed to globalk9overtime@cptgroup.com. Requests for Exclusion that do not include all the required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any settlement class member who fails to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement, release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

If you send a Request for Exclusion, you will not receive money for the claims.

13. If I exclude myself, can I get anything from the Settlement for the claims?

No. By electing to be excluded from the Settlement Class, (1) you will not receive the checks generated by the Settlement for the claims, even if you would otherwise be entitled to it; (2) you will not be bound by any further order of judgments entered for or against the Settlement Class; (3) you will not have a right to object to the Settlement or be heard at any hearing scheduled for

the Court's consideration of the Settlement; and (4) you may pursue any claims against Defendant that were included by Plaintiff in this case.

You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing (see Question #17), either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (Hidalgo et al. v. Global K9 Protection Group, LLC., Case No. 3:20-cv-02780-VC), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before **July 23, 2021**. If you are unable to file a timely written objection but nonetheless appear at the Final Approval hearing in order to make an objection, you must also demonstrate "good cause" for your failure to file a timely written objection.

15. What's the difference between objecting and opting-out?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, or "opt-out," then you cannot object because the Settlement will no longer affect you. You will receive no money under the Settlement if you exclude yourself from the Settlement Class.

THE LAWYERS IN THIS CASE

16. Do I have a lawyer in this case?

The following lawyers have been retained to serve as Class Counsel for the Settlement Class:

Ramsey Hanafi
QUINTANA HANAFI, LLP
870 Market Street, Suite 819
Tel.: (415) 504-3121
ramsey@qhplaw.com

Christian Schreiber
OLIVIER SCHREIBER & CHAO LLP
201 Filbert Street, Suite 201
San Francisco, CA 94133
Telephone: (415) 484-0980
christian@osclegal.com

THE COURT'S FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. The Final Approval Hearing will be on **August 26, 2021 at 2:00 p.m.** in Courtroom 4 at the United States District Court, Northern District of California, Phillip Burton Federal Building and United States Courthouse, which is located at 450 Golden Gate Avenue, 15th Floor, San Francisco, CA 94102. **Please note that due to the COVID-19 pandemic and local and federal public health orders, the hearing may be conducted remotely via Zoom.** You may attend the hearing at the above date and time virtually using the following link:

<https://cand-uscourts.zoomgov.com/j/1612857657?pwd=WE5Gcm1zS293WU84V0tyd0c2Ulp1UT09>
Webinar ID: 161 285 7657
Password: 547298

The Hearing may be moved to a different date and/or time without any notice. If you chose to attend the hearing, please check to confirm that the date and/or time has not been changed, at <http://www.globalk9overtime.com> or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records ("PACER") system at <https://ecf.cand.uscourts.gov>.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If you have filed a timely objection (see Question #14), the Court will consider it, and you may choose to speak at the hearing. The Court will also decide how much to pay Class Counsel for attorney fees.

After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel and Defendant's lawyers will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you have submitted your written objection on time, the Court will consider it. You may pay another lawyer at your own expense to attend the hearing and appear on your behalf, but it is not required.

19. How do I get more information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, and to review the pleadings and applicable motion work in this matter, please visit <http://www.globalk9overtime.com> or call Class Counsel at (415) 504-3121. You may also access the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>; or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, Phillip Burton Federal Building and United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.