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Attorneys for Plaintiff Giannina
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 of all others similarly situated

[Additional counsel for the Plaintiffs listed on
 following page]

FILED
 Superior Court of California
 County of Los Angeles
 05/24/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Lim Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES**

Coordination Proceeding Special Title
 (Cal Rules of Ct., Rule 3.550)

JCCP No. 5152

Honorable William F. Highberger

PETCO WAGE AND HOUR CASES

CLASS ACTION

Included actions:

**~~[PROPOSED]~~ ORDER GRANTING
 PLAINTIFFS' MOTION FOR FINAL
 APPROVAL OF CLASS ACTION AND
 PAGA SETTLEMENT; JUDGMENT**

*Francisco v. Petco Animal Supplies Stores, Inc.,
 et al.*

DATE: May 24, 2022

TIME: 11:00 a.m.

DEPT: 10

Kirkpatrick v. Petco Animal Supplies Stores, Inc.

*[Filed and served concurrently with Motion
 for Final Approval; Declarations of Matthew
 J. Matern, Graham S.P. Hollis, Giannina
 Francisco and Olivia Kirkpatrick and
 Nathalie Beltran]*

Action Filed: June 22, 2020

Trial Date: None set

1 Additional counsel for the Plaintiffs:

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9 Attorneys for Plaintiff Olivia
10 Kirkpatrick, individually and on
behalf of all others similarly
11 situated

1 Plaintiffs Giannia Francisco and Olivia Kirkpatrick’s (“Plaintiffs”) Motion for Final
2 Approval of Class Action and PAGA Settlement came on regularly for hearing on May 24,
3 2022. Having reviewed Plaintiffs’ motion and all papers submitted in support thereof, the
4 Declarations of Matthew J. Matern, Graham S.P. Hollis, Giannina Francisco, Olivia Kirkpatrick
5 and Nathalie Hernandez of ILYM Group, Inc., and all exhibits thereto, including the Class
6 Action Settlement Agreement and Release of Claims, and good cause appearing therefore, IT IS
7 HEREBY ORDERED, ADJUUDGED AND DECREED that:

8 1. Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement is
9 GRANTED.

10 2. The Settlement resolves in their entirety the following coordinated actions:

- 11 • *Giannina Francisco v. Petco Animal Supplies Stores, Inc.*, Los Angeles
12 County Superior Court, Case No. 20STCV23790; and
- 13 • *Olivia Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, San Diego
14 County Superior Court, Case No. 37-2020-00029222-CU-OE-CTL
15 (collectively, “the Action”).

16 3. The Settlement is based on the Class Action Settlement Agreement and Release
17 of Claims (“Settlement Agreement”) which was filed with the court on October 8, 2021 and
18 attached to the Declaration of Matthew J. Matern in Support of Plaintiffs’ Motion for
19 Preliminary Approval of Class Action and PAGA Settlement.

20 4. In accordance with the Settlement Agreement, Judgment shall be entered in the
21 Action pursuant to the terms of the Settlement Agreement, in the Gross Settlement Amount of
22 \$9,750,000.00 plus Defendant’s share of payroll withholding taxes which shall be paid
23 separately from and in addition to this amount.

24 5. Solely for purposes of effectuating the Settlement, the Court has certified a
25 Class defined as: “all non-exempt employees of Defendant in California during the period of
26 June 22, 2016 through September 30, 2021, except any individuals who sued Defendant as to
27 any claim to be released are precluded as part of this Agreement.”
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6. Upon entry of the Judgment, the Settlement Administrator shall disburse the following amounts from the Gross Settlement Amount:

a. \$562,500.00 (75% of \$750,000.00 PAGA Allocation) payable to the Labor & Workforce Development Agency;

b. A total of \$20,000.00 for Class Representative Service Awards in the amount of \$10,000.00 each to the two Class Representatives;

c. \$58,000.00 to ILYM Group, Inc. for settlement administration expenses;

d. Attorneys' fees in the total amount of ~~\$3,250,000.00 (one-third of~~ ^{\$2,750,000.00} ~~33.33 percent of the Gross Settlement Amount)~~, ^{\$1,787,500.00} ~~\$2,112,500.00~~ of which shall be payable to Matern Law Group, PC and ^{\$962,500.00} ~~\$1,137,500.00~~ of which shall be payable to GrahamHollis APC;

e. Reimbursement of \$21,574.82 in litigation costs, \$15,123.69 of which shall be payable to Matern Law Group, PC and \$6,451.13 of which shall be payable to GrahamHollis APC.

f. The remaining amount will be distributed as set forth in the Settlement Agreement.

7. All Individual Settlement Payment checks shall be negotiable for 180 days from the date of mailing. Any unclaimed funds (i.e. uncashed Individual Settlement Payment checks) shall be sent to the California Unclaimed Property Fund in the name of the Participating Settlement Class Member.

8. **Releases by Plaintiffs and Settlement Class Members.** By operation of the entry of this Final Approval Order and Judgment, and except as to the rights the Settlement Agreement creates, Plaintiffs and each Settlement Class Member who does not opt out of the Settlement shall fully release the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in Coordinated Complaint, that

1 accrued in, or are related to the allegations in the Coordinated Complaint, under any laws,
2 including but not limited to any municipal, state, or federal law. This release includes, without
3 limitation, release of all claims for alleged failure to pay wages, including failure to pay sick
4 pay or overtime, claims for failure to provide accurate itemized wage statements, claims for
5 failure to timely pay wages, claims for failure to timely pay wages due at end of employment,
6 failure to provide meal and rest breaks, failure to reimburse expenses, failure to maintain
7 employment records, claims for unfair competition based upon any of the foregoing, failure to
8 pay wages in form negotiable and payable in cash, failure to provide employment and
9 personnel records upon request, and claims under California Business and Professions Code
10 sections 17200 *et seq.* The Parties stipulate that beyond the Gross Settlement Amount,
11 Defendant shall not owe any further monies to the Settlement Class based upon any claim
12 made in the Action or in any complaint filed therein. The release shall cover the period of
13 June 22, 2016 through September 30, 2021.

14 **9. Release by PAGA Aggrieved Employees.** By operation of the entry of the Final
15 Approval Order and Judgment, and except as to rights this Settlement Agreement creates,
16 Plaintiffs and each PAGA Aggrieved Employee fully release the Released Parties from any and
17 all claims for civil penalties pursuant to the Private Attorneys General Act (codified in Labor
18 Code sections 2698 *et seq.*) that were alleged in or could have been alleged based on the facts
19 alleged in the Coordinated Complaint, including claims for failure to provide meal and/or rest
20 periods, failure to timely pay minimum, regular, and/or overtime wages, failure to pay
21 commissions, failure to pay wages in a form negotiable and payable in cash, failure to timely pay
22 all wages due and owing upon separation of employment, failure to reimburse for necessary
23 business expenses, failure to maintain accurate records, failure to pay sick pay, and failure to
24 provide employment and personnel records upon request. The period of the PAGA Aggrieved
25 Employees release covers the period of April 18, 2019 through September 30, 2021.

26 **10. Release by FLSA Settlement Subclass.** Any Participating Settlement Class
27 Member who opts in to the FLSA collective by cashing, depositing, or otherwise negotiating a
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1 settlement check for their FLSA Settlement Payment releases all claims under the Fair Labor
2 Standards Act during period of June 22, 2017 through September 30, 2021. Participating
3 Settlement Class Members who opt into the FLSA collective are subject to the FLSA Release and
4 release all claims the Settlement Class Member may have for violations of the Fair Labor
5 Standards Act, including any and all claims for restitution, back pay, attorneys' fees and costs,
6 interest, and liquidated damages under the FLSA for the period of June 22, 2017 through
7 September 30, 2021.

8 11. **Release by Class Representatives.** The two Class Representatives also generally
9 release any and all claims of any kind or description, known or unknown, against each Released
10 Party through September 30, 2021. This general release includes but it not limited to claims arising
11 from the Class Representatives' relationship with Defendant, whether known or unknown. This
12 general release by the Class Representatives also includes a waiver of rights under California Civil
13 Code Section 1542, which states:

14 A general release does not extend to claims that the creditor or
15 releasing party does not know or suspect to exist in his or her favor
16 at the time of executing the release and that, if known by him or her,
17 would have materially affected his or her settlement with the debtor
18 or released party.

19 12. One Class Member, Jose Duran, has submitted a valid request for exclusion
20 from the Settlement. Mr. Duran is not bound by the Settlement Agreement, except that Mr.
21 Duran is bound by the Released PAGA Claims and this Judgment with respect to Released
22 PAGA Claims covered by the Settlement.

23 13. The Settlement Administrator shall file a report concerning the amount of
24 money distributed by Jan. 11, 2023, 2022. A non-appearance hearing on the Final
25 Report is scheduled for Jan. 18, 2022. at 9 a.m.

26 14. Pursuant to Cal. Rule of Court 3.769(h), the Court retains jurisdiction over the
27 parties, all matters arising out of, or related to the Action, the Settlement, the Settlement
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1 Agreement, its administration and consummation and the determination of all controversies
2 relating thereto, to enforce the terms of this Judgment.

3 15. The Settlement Administrator will post notice of this Judgment on its website
4 within seven (7) days after entry of the Judgment.

5 16. This Judgment is a final disposition of the Action in its entirety, and is
6 immediately appealable.

7 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

8
9 DATED: 05/24/2022



A handwritten signature in black ink, reading "W. F. Highberger".

10 ~~William F. Highberger / Judge~~
11 HON. WILLIAM F. HIGHBERGER
12 Judge of the Superior Court
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