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*Attorneys for Plaintiff*  
STEVEN AGUILAR

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES – SPRING STREET**

STEVEN AGUILAR, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

vs.

ANIMAL SUPPLY COMPANY, INC., a  
California limited liability company; and  
DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV31413

*Assigned for All Purposes to: Hon. Yvette M.  
Palazuelos, Dept. 9*

**NOTICE OF ENTRY OF JUDGMENT**

Complaint Filed: September 5, 2019

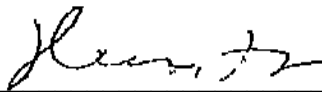
Trial Date: Not Set

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

2 PLEASE TAKE NOTICE that on January 19, 2023, the Honorable Yvette M. Palazuelos  
3 in Department 9 in the above-entitled Court, located at 312 North Spring Street, Los Angeles,  
4 California 90012, executed the Judgment. Attached hereto as **Exhibit A** is a true and correct copy  
5 of the Judgment which was executed and filed on January 19, 2023.

6  
7 Dated: January 20, 2023

**PROTECTION LAW GROUP, LLP**

8 By:   
9 Heather Davis  
10 Amir Nayebdadash  
11 *Attorneys for Plaintiff*  
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# EXHIBIT A

**FILED**  
Superior Court of California  
County of Los Angeles

**JAN 19 2023**

Sherri R. Carter, Executive Officer/Clerk of Court  
By: R. Arraiga, Deputy

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

STEVEN AGUILAR, individually, ) Case No.: 19STCV31413  
and on behalf of other members )  
of the general public similarly )  
situated, )

Plaintiff, ) JUDGMENT

vs. )

ANIMAL SUPPLY COMPANY LLC, a )  
California limited liability )  
company; and DOES 1 through )  
100, inclusive, )

Defendants. )

The Court finds as follows:

A. The Court granted preliminary approval of the Second  
Amended Settlement Agreement ("Settlement Agreement") and

1 certified a provisional settlement class on May 12, 2022 and  
2 June 2, 2022.

3 B. The Court granted final approval of the Settlement  
4 Agreement on December 7, 2022, certified the settlement class  
5 with no opt-outs, and found that the Settlement Agreement was  
6 fair, adequate and reasonable.

7 C. The Court defined the following:

8 Class: All non-exempt employees who worked at Animal  
9 Supply Company, LLC in California, excluding drivers, at any  
10 time during the period between September 5, 2015 and the date  
11 when the Court grants Preliminary Approval (as defined herein).  
12 For the avoidance of doubt, drivers are only excluded for the  
13 period of time that they were in the driver position. Thus, if  
14 an individual worked time as a driver but also was a non-exempt  
15 employee during the applicable period, the individual would be  
16 included for the time period that the individual was in the non-  
17 driver, non-exempt position. (§I.4)

18  
19 Class Period: September 5, 2015, through the date the  
20 Court grants Preliminary Approval. (§I.29)

21 PAGA Employees: All non-exempt employees who worked at  
22 Animal Supply Company, LLC in California, excluding drivers, at  
23 any time during the PAGA Period (September 5, 2018, and the date  
24 the Court grants Preliminary Approval). For the avoidance of  
25 doubt, drivers are only excluded for the period of time that

1 they were in the driver position. Thus, if an individual worked  
2 time as a driver but also was a non-exempt employee during the  
3 applicable period, the individual would be included for the time  
4 period that the individual was in the non-driver, non-exempt  
5 position. (§I.21)

6 PAGA Period: September 5, 2018, through the date the Court  
7 grants Preliminary Approval. (§31)

8 IT IS ORDERED, ADJUDGED AND DECREED:

9  
10 1. Plaintiff Steven Aguilar, individually, and on behalf  
11 of other members of the general public similarly situated, shall  
12 take from Defendant Animal Supply Company LLC, a California  
13 limited liability company, as set forth in the Parties'  
14 Settlement Agreement and the Court's Approval Orders entered on  
15 December 7, 2022.

16 2. Defendant must pay Plaintiffs the Gross Settlement  
17 Amount (GSA) of \$1,050,000. The Net Settlement Amount is the  
18 GSA minus the following:

19 a. \$346,500 (33%) for attorney fees to Class Counsel  
20 (§III.9.b); 85% to Lawyers for Justice, PC and 15% to Protection  
21 Law Group LLP. (Davis Supp. Decl., §§39-40.)]

22 b. \$15,202.26 for litigation costs to Class Counsel  
23 (§III.9.b);

24 c. \$5,000 for a Service Award to the Class  
25 Representative, Steven Aguilar (§III.9.a);

1           d.     \$60,000 (75% of \$80,000 penalty) to the LWDA  
2     (¶III.9.f);

3           e.     \$10,000 for Settlement Administration Costs to  
4     ILYM. (¶III.9.d)

5           The employer share of the payroll taxes on the taxable  
6     portion of the settlement payments must be paid separately from  
7     the GSA by Defendant.

8           3.     Class Members who do not submit a timely and valid  
9     Request for Exclusion, as of the date that the Gross Settlement  
10    Amount is fully funded by Defendant, shall release the Released  
11    Parties from the Released Claims. Participating Class Members  
12    agree not to sue or otherwise make a claim against any of the  
13    Released Parties for any of the Released Claims. (¶III.12)

14           Released Class Claims: The claims that Plaintiff and the  
15    other Participating Class Members are releasing in exchange for  
16    the consideration provided for by this Agreement. These claims  
17    are any and all claims arising out of or relating to the facts  
18    alleged in the operative complaint against the Released Parties  
19    during the Class Period. For the avoidance of doubt, the  
20    Released Class Claims include but are not limited to the  
21    following claims and any and all related damage or penalty  
22    claims as alleged in the operative Complaint: (1) Violation of  
23    California Labor Code Section 510 and 1198 for unpaid overtime  
24    including unpaid overtime pursuant to Section 1194; (2)  
25

1 Violation of California Labor Code Section 226.7 and 512(a) for  
2 unpaid meal period premiums; (3) violation of California Labor  
3 Code Section 226.7 for unpaid rest period premiums; (4)  
4 violation of California Labor Code Sections 1194, 1197, 1197.1  
5 for unpaid minimum wages including liquidated damages pursuant  
6 to California Labor Code Section 1194.2; (5) violation of  
7 California Labor Code Sections 201 and 202 for final wages not  
8 timely paid, including penalties under California Labor Code  
9 Section 203; (6) violation of California Labor Code Section 204  
10 for wages not timely paid during employment; (7) violation of  
11 California Labor Code Section 226 for non-compliant wage  
12 statements including penalties under 226 and 226.3; (8)  
13 violation of California Labor Code Section 1174 for failure to  
14 keep requisite payroll records; (9) violation of California  
15 labor Code Sections 2800 and 2802 for reimbursement business  
16 expenses; (10) violation of California Labor Code Section 227.3  
17 for failure to pay for accrued vacation; and (11) violation of  
18 California Business and Professions Code Sections 17200, et.  
19 seq. (§I.27)  
20

21 Released Parties: Defendant and its past, present, and  
22 future parent companies, subsidiaries, affiliates, divisions,  
23 joint obligors, and agents, and all of their respective  
24 partners, principals, managers, officers, directors, employees,  
25 shareholders, members, advisors, consultants, insurers, personal

1 or legal representatives, accountants, attorneys, trustees,  
2 administrators, assigns, real or alleged alter egos/joint  
3 employers, predecessors, successors, transferees, managing  
4 agents, investors, and agents. For the avoidance of doubt,  
5 Released Parties also includes any entity (and its respective  
6 partners, principals, managers, officers, directors, employees,  
7 shareholders, members, advisors, consultants, insurers, personal  
8 or legal representatives, accountants, attorneys, trustees,  
9 administrators, assigns, real or alleged alter egos,  
10 predecessors, successors, transferees, managing agents,  
11 investors, and agents) contracted with Defendant with regard to  
12 Class Members who worked at Animal Supply Company during the  
13 time period the Class Member worked at Animal Supply Company  
14 during the Class Period for their Released Claims. (§I.29)

16 As of the date that the Gross Settlement Amount is fully  
17 funded by Defendant, PAGA Employees release the Released Parties  
18 from the PAGA Released Claims. It is further understood and  
19 agreed that Plaintiff, on behalf of himself, the LWDA, and the  
20 other aggrieved employees in the State of California, release  
21 Defendant and all Released Parties from any and all PAGA  
22 Released Claims. PAGA Employees and the State of California are  
23 deemed by operation of the Final Judgment to have agreed not to  
24 sue or otherwise make a claim against any of the Released  
25 Parties for PAGA Released Claims. (§III.13)

1       PAGA Released Claims: Plaintiff, on behalf of himself and  
2 as a representative of the State of California as a private  
3 attorney general, the LWDA, and the State of California and all  
4 PAGA Employees fully release and forever discharge the Released  
5 Parties (as defined herein) from any and all claims for PAGA  
6 penalties under Labor Code §§ 2698, et seq., that were or could  
7 have been alleged based on the facts alleged in both the LWDA  
8 letter and pled in the operative Complaint for the PAGA Period  
9 (September 5, 2018, through the date of the order approving  
10 settlement). The PAGA Released Claims also include, without  
11 limitation, all claims for penalties (default penalties or  
12 penalties arising under the Labor Code) arising under the  
13 Private Attorneys General Act that were or could have been  
14 alleged based on the facts asserted in both the letter to the  
15 LWDA and operative complaint. It is the desire of the Parties to  
16 fully, finally, and forever settle, compromise, and discharge  
17 any and all known and unknown PAGA claims arising out of or  
18 relating to the facts alleged in the LWDA letter and those  
19 arising out of or relating to the facts asserted in the  
20 operative complaint. The fact that a PAGA Member has decided not  
21 to participate in the Class Settlement shall not affect the PAGA  
22 Release Claims arising under PAGA. A copy of this Agreement will  
23 be provided to the LWDA concurrently with submission of the  
24 Preliminary Approval Motion. (¶I.28)  
25

1 Named Plaintiff Steven Aguilar also provides a general  
2 release and a release under CCP Section 1542. (§III.14)

3 4. All uncashed settlement checks, plus interest, must be  
4 delivered to the California State Controller's Unclaimed  
5 Property Division in the name of the Class Member/Aggrieved  
6 Employee who did not cash his or her check.

7 5. Pursuant to California Rules of Court, Rule 3.769(h),  
8 the Court retains jurisdiction over the parties with respect to  
9 enforcement of this Judgment under California Code of Civil  
10 Procedure Section 664.6.

11 CLERK TO GIVE NOTICE.

12 DATED: January 19, 2023

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18 YVETTE M. PALAZUELOS  
19 JUDGE OF THE SUPERIOR COURT  
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