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11 *Attorneys for Plaintiffs*
GLENN SWEAT and JAMIE CHINN
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF PLACER**

15 GLENN SWEAT, individually, and on behalf
16 of other members of the general public
17 similarly situated, and as an aggrieved
18 employee and Private Attorney General; and
19 JAMIE CHINN, individually, and on behalf
20 of other members of the general public
21 similarly situated,

22 Plaintiffs,

23 vs.

24 JSK VENTURES, INC. DBA INCREDIBLE
25 PETS, a California corporation; and DOES 1
26 through 100, inclusive,

27 Defendants.
28

Case No.: S-CV-0047106

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

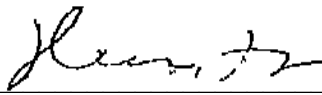
Complaint Filed: August 4, 2021
Trial Date: Not Set

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

2 PLEASE TAKE NOTICE that on August 14, 2023, the Honorable Michael W. Jones, in
3 Department 3 in the above-entitled Court, located at 101 Maple Street, Auburn, California 95603,
4 executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit A** is a true and
5 correct copy of the Order which was executed and filed on August 14, 2023.

6
7 Dated: August 17, 2023

PROTECTION LAW GROUP, LLP

8
9 By: 

10 Heather Davis
11 Amir Nayebdadash
12 Priscilla Gamino
13 *Attorneys for Plaintiffs*
14 GLENN SWEAT and JAMIE CHINN
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EXHIBIT A

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Attorneys for Plaintiffs
GLENN SWEAT and JAMIE CHINN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

GLENN SWEAT, individually, and on behalf
of other members of the general public
similarly situated, and as an aggrieved
employee and Private Attorney General; and
JAMIE CHINN, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiffs,

vs.

JKS VENTURES, INC. DBA INCREDIBLE
PETS, a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: S-CV-0047106

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Hearing Date: July 27, 2023

Hearing Time: 8:30 a.m.

Dept.: 3

Action Filed: August 4, 2021

Trial Date: None Set

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

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on July 27, 2023, for a hearing and Final Order Approving Class Action Settlement and Judgment
4 (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval
5 Order”), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement
6 (hereinafter “Settlement Agreement” or “Settlement”), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiffs GLENN SWEAT and JAMIE CHINN’s
12 (collectively “Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 3. Consistent with the definitions provided in the Settlement Agreement, the terms
16 “Class” and “Class Members” shall mean the following: “All current and former hourly-paid,
17 non-exempt employees of JKS Ventures, Inc. dba Incredible Pets who were employed by JKS
18 Ventures, Inc. dba Incredible Pets in the state of California at any time from August 4, 2017
19 through November 4, 2022.”

20 4. Consistent with the definitions provided in the Settlement Agreement, the term
21 “PAGA Members” shall mean the following: “All current and former hourly-paid, non-exempt
22 employees of JKS Ventures, Inc. dba Incredible Pets who were employed by JKS Ventures, Inc.
23 dba Incredible Pets in the state of California at any time from May 14, 2020 through November
24 4, 2022.”

25 5. This Court has jurisdiction over the subject matter of the Action and over all
26 Parties to the Action, including all Class Members and PAGA Members.

27 6. Distribution of the Class Notice directed to the Class Members as set forth in the
28 Settlement Agreement and the other matters set forth therein has been completed in conformity

1 with the Preliminary Approval Order, including individual notice to all Class Members who could
2 be identified through reasonable effort, and the best notice practicable under the circumstances.
3 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
4 therein, including the proposed settlement set forth in the Settlement Agreement, to all persons
5 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.
6 All Class Members and all Released Class Claims are covered by and included within the
7 Settlement and this Final Order.

8 7. The Court hereby finds the Settlement Agreement was entered into in good faith
9 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
10 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have
11 satisfied the standards and applicable requirements for final approval of this class action
12 settlement under California law, including the provisions of California Code of Civil Procedure
13 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
14 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

15 8. The Court hereby confirms Protection Law Group, LLP and Lawyers *for* Justice,
16 PC as Class Counsel.

17 9. The Court hereby approves the Settlement set forth in the Settlement Agreement
18 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
19 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
20 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
21 Court further finds that the Parties have conducted extensive investigation and research, and
22 Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
23 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
24 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
25 the benefits that are being granted as part of the Settlement and recognizes the significant value
26 to the Class Members. The Court also finds that the Class is properly certified as a class for
27 settlement purposes only.

28 10. According to the terms of the Settlement Agreement, upon the complete funding

of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant JKS VENTURES, INC. dba INCREDIBLE PETS (“Defendant”), Plaintiffs and all Participating Class Members shall fully release and discharge Defendant, together with its past and present parents, subsidiaries, affiliates, predecessors, and related entities, and all of their respective employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, and members (the “Released Parties”) from any and all claims, actions, or causes of action alleged in the operative Complaint, or that could have been alleged or raised in the operative Complaint based upon or arising out of the facts alleged therein, during the Class Period including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; and (vii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative Complaint (collectively the “Released Class Claims”), for the Class Period (*i.e.*, the period between August 4, 2017 and November 4, 2022). This release shall be binding on all Participating Class Members.

11. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the California Labor Workforce and Development Agency (“LWDA”), and the State of California, through Plaintiff Glenn Sweat as its agent and/or proxy, shall release and discharge the Released Parties from any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) that could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in the operative Complaint (the “Released PAGA Claims”) for the PAGA Period (*i.e.*, the period between May 14, 2020 and November 4, 2022).

12. Named Plaintiffs Glenn Sweat and Jamie Chinn, for themselves only, also fully release the Released Parties from any and all Released Class Claims and Released PAGA Claims

1 and also generally release and discharge the Released Parties from any and all claims, demands,
2 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
3 asserted against the Released Parties arising out of or relating to their employment by Defendant
4 or termination thereof, including but not limited to claims for wages, restitution, penalties,
5 retaliation, defamation, discrimination, harassment or wrongful termination of employment. This
6 release is intended to be interpreted broadly and specifically includes any and all claims, demands,
7 obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees
8 and costs (except provided by the Settlement Agreement) relating to or in any way connected
9 with the matters referred to herein, whether or not known or suspected to exist, and whether or
10 not specifically or particularly described herein. Specifically, Plaintiffs Sweat and Chinn, waive
11 all rights and benefits afforded by California Civil Code Section 1542, which provides:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
14 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
15 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
16 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
17 DEBTOR OR RELEASED PARTY.

18 This release specifically excludes claims for unemployment insurance, disability, social
19 security, and workers compensation (with the exception of claims arising pursuant to California
20 Labor Code Sections 132(a) and 4553).

21 13. No Class Member objected to the terms of the Settlement.

22 14. No Class Members requested to be excluded from the terms of the class settlement,
23 *i.e.*, the settlement of the Released Class Claims. Accordingly, 356 Participating Class Members
24 are bound by this Judgment as it pertains to the class settlement, *i.e.*, the settlement of the Released
25 Class Claims.

26 15. The Court finds the settlement payments provided for under the Settlement
27 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
28 the Settlement Agreement, the Court orders Defendant to fund the remainder of the Gross

1 Settlement Amount of \$475,000.00 as set forth in the Settlement Agreement to provide payments
2 for Individual Settlement Payments to all Participating Class Members and all PAGA Members,
3 the PAGA Penalties to the LWDA pursuant to Labor Code Section 2698, *et seq.*, the Class
4 Representative Incentive Payments to Plaintiffs, Class Counsel's Fees and Costs, and the
5 Settlement Administrator's Costs. The calculations and the payments shall be administered in
6 accordance with the terms of the Settlement Agreement.

7 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
8 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
9 Fee Award in the amount of thirty-five percent (35%) from the Gross Settlement Amount
10 (\$166,250.00) and attorneys' Cost Award in the amount of \$16,191.49 from the Gross Settlement
11 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
12 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
13 The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph
14 shall be administered pursuant to the terms of the Settlement Agreement.

15 17. The Court hereby approves and orders a Class Representative Incentive Payment
16 of \$7,500.00 to each named Plaintiff (Glenn Sweat and Jamie Chinn) for a total of \$15,000.00
17 from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

18 18. The Court finds and determines that the resolution of the Released PAGA Claims
19 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
20 orders the payment in the amount of \$18,750.00 (75% of \$25,000.00) from the Gross Settlement
21 Amount to the LWDA for penalties arising under the PAGA. The remaining \$6,250.00 (25% of
22 \$25,000.00) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

23 19. The Court also hereby approves and orders payment from the Gross Settlement
24 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
25 Phoenix Settlement Administrators, in the amount of \$8,000.00.

26 20. The Court hereby approves and orders that payments be made from the Net
27 Settlement Amount to the Participating Class Members on a *pro rata* basis and to PAGA Members
28 eligible to receive from the employee portion of the PAGA Payment on a *pro rata* basis as set

1 forth in the Settlement Agreement (together, “Individual Settlement Payments”).

2 21. The Court also hereby approves and orders that any Settlement Checks distributed
3 from the Gross Settlement Amount, to Participating Class Members and/or PAGA Members, that
4 remain un-cashed after one hundred and eighty (180) calendar days after being issued will be
5 transferred to the California State Controller’s Office pursuant to California Civil Code § 1500
6 and held in trust for such Participating Class Members and/or PAGA Members. As such, no
7 “unpaid residue” under California Code of Civil Procedure section 384 will result from the
8 Settlement.

9 22. Provided the Settlement becomes effective under the terms of the Settlement
10 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
11 Individual Settlement Payments, Attorneys’ Fees and Costs, and Class Representative Incentive
12 Payments is as set forth in the Settlement Agreement.

13 23. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
14 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
15 of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
16 Released Parties. In entering into the Settlement Agreement, Defendant does not admit, and
17 specifically denies it has violated any federal, state, or local law; violated any regulations or
18 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
19 requirements; breached any contract; violated or breached any duty; engaged in any
20 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
21 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
22 nor any of the negotiations connected with it, shall be construed as an admission or concession by
23 Defendant of any such violations or failure to comply with any applicable law. Except as
24 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement
25 Agreement and its terms and provisions shall not be offered or received as evidence in any action
26 or proceeding to establish any liability or admission on the part of Defendant or to establish the
27 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
28 local or other applicable law.

24. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over the Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

~~25. A Non Appearance Case Review hearing on the Distribution of Settlement Funds is set for _____ at _____ a.m./p.m. in Department 3 to confirm the full administration of the Settlement. Class Counsel shall submit a Final Report re. Distribution of the Settlement Funds no later than _____, which shall include the total amount of funds to be paid to the Participating Class Members pursuant to the Settlement.~~

26. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant to PAGA, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA. Plaintiffs shall file and serve formal notice of Entry of Judgment including Notice to the LWDA.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: August 14, 2023

JUDGE OF THE SUPERIOR COURT

Michael W. Jones