

BROCK & GONZALES, LLP

6701 CENTER DRIVE WEST, STE. 610

LOS ANGELES, CA 90045

Tel: (310) 294-9595

Fax: (310) 961-3673

D. AARON BROCK, STATE BAR NO. 241919

DANIELLE L. GRUPPCHANG, STATE BAR NO. 313881

Attorneys for Plaintiff

Rachel Gillett

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

Rachel Gillett, individually, and on behalf of
other members of the general public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

The Pet Patrol LLC, a California limited
liability company; and DOES 1-50, inclusive,

Defendants.

Case No.: CVRI2201461

Honorable Harold W. Hopp
Department 1

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: November 5, 2024
Time: 8:30 a.m.
Department: 1

Complaint Filed: April 11, 2022
Trial Date: None Set

1 This matter has come before the Honorable Harold W. Hopp in Department 1 of the above-
2 entitled Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, California
3 92501, on Plaintiff Rachel Gillett's ("Plaintiff") Motion for Final Approval of Class Action
4 Settlement, Attorneys' Fees and Costs, and Service Payment ("Motion for Final Approval").
5 Brock & Gonzales, LLP appeared on behalf of Plaintiff, the Class, and the Aggrieved Employees,
6 and The Craigie Law Firm, P. C. appeared on behalf of Defendant The Pet Patrol LLC
7 ("Defendant").

8 On March 20, 2024, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement. On July 2, 2024, the Court entered the [Further Revised Proposed] Order
10 Granting Preliminary Approval of Class Action Settlement, by approving the parties' Joint
11 Stipulation to Modify Preliminary Approval Order ("Preliminary Approval Order"), thereby
12 preliminarily approving the settlement of the above-entitled action ("Action") in accordance with
13 the Second Amended Class Action and PAGA Settlement Agreement as amended by Amendment
14 No. 1 to Second Amended Class Action and PAGA Settlement Agreement ("Settlement,"
15 "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto, set
16 forth the terms and conditions for settlement of the Action.

17 Having reviewed the Settlement Agreement and duly considered the parties' papers and
18 oral argument, and good cause appearing,

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. All terms used herein shall have the same meaning as defined in the Settlement
21 Agreement and the Preliminary Approval Order.

22 2. This Court has jurisdiction over the claims of the Class Members asserted in this
23 proceeding and over all parties to the Action.

24 ///

25 ///

26 ///

27 ///

28 ///

1 3. The Court finds that the applicable requirements of California Code of Civil
2 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
3 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
4 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
5 hereby defined to include:

6 any and all hourly-paid and/or non-exempt employees that worked for
7 Defendant in California during the time period from April 11, 2018 to
November 27, 2021 (“Class” or “Class Members”).

8 4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
9 Court Approval (“Class Notice”) that was provided to the Class Members, fully and accurately
10 informed the Class Members of all material elements of the Settlement and of their opportunity to
11 participate in, object to or comment thereon, or to seek exclusion from, the Settlement; was the
12 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
13 Members; and complied fully with the laws of the State of California, the United States
14 Constitution, due process and other applicable law. The Class Notice fairly and adequately
15 described the Settlement and provided the Class Members with adequate instructions and a variety
16 of means to obtain additional information.

17 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
18 and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole.
19 More specifically, the Court finds that the Settlement was reached following meaningful discovery
20 and investigation conducted by Brock & Gonzales, LLP (“Class Counsel”); that the Settlement is
21 the result of serious, informed, adversarial, and arms-length negotiations between the parties; and
22 that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
23 Court has considered all of the evidence presented, including evidence regarding the strength of
24 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
25 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
26 completed; and the experience and views of Class Counsel. The Court has further considered the
27 absence of objections and requests for exclusion to the Settlement submitted by Class Members.
28

1 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
2 Settlement Agreement and the following terms and conditions.

3 6. A full opportunity has been afforded to the Class Members to participate in the
4 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
5 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
6 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
7 validly opt out of the Settlement (“Participating Class Members”) are bound by this Final Approval
8 Order and Judgment.

9 7. The Court finds that no Class Members have opted out of the Settlement and will
10 not be bound by this Final Approval Order and Judgment.

11 8. The Court finds that payment of Settlement Administrator in the amount of
12 \$12,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
13 notice and settlement administration process. It is hereby ordered that the Settlement
14 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$12,000.00 for its
15 Administration Expenses Payment, in accordance with the terms and methodology set forth in
16 Settlement Agreement.

17 9. The Court finds that the Service Payment sought is fair and reasonable for the work
18 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
19 Administrator issue payment in the amount of \$10,000.00 to Plaintiff for her Class Representative
20 Service Payment, according to the terms and methodology set forth in the Settlement Agreement.

21 10. The Court finds that the allocation of \$16,800.00 toward penalties under the
22 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
23 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
24 Penalties as follows: the amount of \$12,600.00 to the California Labor and Workforce
25 Development Agency (“LWDA PAGA Payment”), and the amount of \$4,200.00 to be distributed
26 to Aggrieved Employees according to the terms and methodology set forth in the Settlement
27 Agreement.

28 ///

11. The Court finds that the request for attorneys' fees in the amount of \$56,000.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$56,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

12. The Court finds that reimbursement of actual litigation costs and expenses, currently estimated to be \$8,381.02, to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$8,381.02 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The Court hereby enters Judgment by which Participating Class Members shall be conclusively determined to have given a release of any and all Released Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

14. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into an account established by the Settlement Administrator two equal payments no later than the following dates: 1) six months after entry of the Final Approval Order ("First Payment"); and 2) one year after entry of the Final Approval Order ("Second Payment") in accordance with the terms and methodology set forth in the Settlement Agreement.

15. It is hereby ordered that within seven (7) calendar days after Defendant funds the First Payment, the Settlement Administrator will mail checks for all Individual Class Payments and all Individual PAGA Payments to Class Members and Aggrieved Employees. In addition, within seven (7) days after Defendant funds the Second Payment, the Settlement Administrator will mail checks for the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

///

///

1 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
2 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
3 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
4 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
5 any dispute arising from or in connection with the distribution of settlement benefits.

6 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
7 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris's
8 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
9 Order and Judgment. Individualized notice is not required.

10 18. The Settlement is not a concession or admission and shall not be used against
11 Defendant as an admission or indication with respect to any claim of any fault or omission by
12 Defendant. Except as necessary to enforce the terms of the Settlement Agreement, neither the
13 Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any
14 reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence
15 as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including,
16 but not limited to, evidence of a presumption, concession, indication or admission by Defendant
17 of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings
18 concerning the implementation, interpretation, or enforcement of the Settlement.

19
20 Dated: _____

HONORABLE HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT