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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

**DECLARATION OF DANIELLE
GRUPPCHANG IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND SERVICE PAYMENT**

[Notice of Motion and Motion for Final
Approval of Class Action Settlement,
Attorneys' Fees and Costs, and Service
Payment; Declaration of Class Representative
(Rachel Gillett); Declaration of Settlement
Administrator (Gillian McCreedy); and
[Proposed] Final Approval Order and
Judgment filed concurrently herein]

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

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

WORK PERFORMED BY CLASS COUNSEL

4. I have been actively engaged in litigating this matter since prior to the commencement of the present action on April 11, 2022, as have several other attorneys and members in our firm.

5. Brock & Gonzales, LLP has actively participated in all phases of the litigation process. Before initiating the actions, Class Counsel investigated and researched the facts and circumstances underlying the pertinent factual and legal issues and applicable law. This required thorough discussions and interviews between attorneys at our firm and Plaintiff, and research into the various legal issues involved in the cases, namely, the current state of the law as it applied to certification, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, representative PAGA claims, the claims of Plaintiff, and potential defenses. After conducting initial investigation, our firm determined that the claims of Plaintiff were well-suited for class-wide adjudication owing to what appeared to be a common course of conduct affecting a similarly situated group of current and former non-exempt, hourly-paid employees employed by Defendant, who were not properly compensated for, *inter alia*, all hours worked, and non-compliant meal and rest periods.

6. Prior to reaching the Settlement, the parties used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and also to prepare the matter for class certification, representative adjudication, and trial. The parties conducted significant informal discovery and investigation into the facts of the case and also informally exchanged information and data in preparation for mediation. Class Counsel also interviewed and obtained information from Plaintiff, including and not limited to the names of potential witnesses, and reviewed and analyzed a large volume of pages of documents and data produced by Defendant and obtained through other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's and other class members' employment records; a representative sampling of wage statements and time sheets; class-wide data and documents such as payroll summaries, payroll details report, commission reports, payrate statements, and an employee roster; forms (such as cash short responsibility form, probation form,

1 salary authorization form, covid 19 reemployment form, and direct deposit form); memos
2 (regarding items such as policy reminders re: drug & alcohol use policy, cell phone use, eating on
3 duty, and cleaning procedures, covid-19 policies, scheduling, paydays and holiday pay, staffing,
4 time off requests, payroll and timesheet policy summary, tip reporting, and attendance and
5 timekeeping); agreements (including but not limited to on-duty meal period agreements, employee
6 covenant not to compete, and model releases); Pet Patrol employee file log; acknowledgements
7 and receipts (such as the employee manual receipt and uniform requirements BOH
8 acknowledgement); multiple employment policies (such as Defendant's drug testing policy, Pet
9 Patrol commissions/bonus policy, Pet Patrol timecard and break policy, sick pay policy, and tip
10 pay policy); multiple offer letters; emails (regarding multiple topics such as Pet Patrol's covid
11 policies, customer service policies and expectations, staffing, cleaning procedures, closing job
12 duties, pay and scheduling, and pay days and holiday pay); multiple iterations of Pet Patrol's
13 employee manuals dated March 1, 2018, June 5, 2018, October 15, 2018, September 5, 2021, April
14 18, 2022, and July 24, 2022; and various other written policies and procedures. Class Counsel
15 researched applicable law, developed damages/valuation models in preparation for mediation, and
16 met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating
17 to the pleadings, case management, discovery, and production of various documents and data prior
18 to mediation. Other work performed by Class Counsel included, and was not limited to, case
19 strategy and analysis; drafting, reviewing, and revising pleadings and mediation brief; preparing
20 and appearing for court proceedings; and preparing for and attending mediation and settlement
21 negotiations.

22 7. As outlined herein, the parties have conducted significant informal discovery and
23 investigation during the course of litigating the cases. Class Counsel analyzed a large volume of
24 pages of documents and data either produced by Plaintiff and Defendant or obtained by Class
25 Counsel through other sources. These documents and data provided a critical understanding of
26 the nature of the work performed by the Class Members, as well as Defendant's operations and
27 employment policies, practices, and procedures, and were used in analyzing liability, damages,
28 and valuation issues in connection with all phases of the litigation, and ultimately with the

1 mediation and settlement negotiation process. Class Counsel also performed significant research
2 into the law concerning Defendant's defenses.

3 8. After conducting significant investigation of the facts and law during the
4 prosecution of the cases, counsel for the parties engaged in extensive settlement negotiations to try
5 to resolve the entire matter. These efforts included participating in a formal, full-day mediation
6 conducted by Henry Bongiovi, Esq., a well-regarded mediator experienced in mediating complex
7 labor and employment matters. During all settlement discussions, the parties conducted their
8 negotiations at arm's length in an adversarial position. Prior to, during, and after mediation, the
9 parties exchanged information and data, and discussed all aspects of the cases, including the risks
10 and delays of further litigation, the risks to the parties of proceeding with class certification and
11 trial, the law relating to off-the-clock theory, meal and rest periods, representative PAGA claims,
12 and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of
13 appeals, among other things. Arriving at a settlement that was acceptable to the parties was not
14 easy. Defendant contended that individualized questions of fact predominate over any common
15 issues, and these issues would pose challenges to certification and representative adjudication.
16 Defendant and their counsel felt very strongly about Defendant's ability to prevail on the merits
17 and to obtain a denial of class certification, while Plaintiff and Class Counsel believed that class
18 certification would be obtained and that they would prevail at trial. With the aid of the mediator's
19 evaluation, the parties agreed that the cases were well-suited for settlement given the legal issues
20 relating to Plaintiff's principal claims, as well as the costs and risks to the parties that would attend
21 further litigation. These risks of further litigation include, and are not limited to, a determination
22 that the claims are unsuitable for class treatment and/or representative adjudication, failure to
23 obtain certification, class de-certification after certification of a class, allowing a jury to decide the
24 claims asserted in the cases, and the real possibility of no recovery after years of litigation.

25 9. As set forth more fully in the accompanying Motion for Final Approval, Class
26 Counsel seeks attorneys' fees in the amount of \$56,000.00, which is one-third (1/3) of the
27 Maximum Settlement Amount of \$168,000.00, as set forth in the Settlement Agreement and the
28 Class Notice. Pursuant to the contingency-fee agreement entered into by and between Plaintiff

and Class Counsel, Plaintiff has agreed to contingency fees of at least one-third (1/3) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Class Counsel took in commencing the cases; (2) the time, effort, and expense that Class Counsel dedicated to the cases; (3) the skill and determination that Class Counsel has shown; (4) the results that Class Counsel has achieved throughout the litigation; (5) the value of the settlement that Class Counsel has achieved for the Class Members; and (6) the other cases that Class Counsel has turned down in order to devote its time and efforts to this matter.

10. I am aware that the common and acceptable rate for contingency representation in wage and hour class action litigation is within the range from 33.3% up to 50%.

11. While not necessarily required to be demonstrated because the contingent fee is proper for this settlement, Class Counsel has incurred many hours of work in connection with prosecuting the cases such that the award of attorneys' fees is also justified under a simple lodestar analysis. Class Counsel has spent a total of **108 hours** performing tasks and obtaining recovery on behalf of Plaintiff and the Class Members.

STAGE OF LITIGATION	WORK HOURS
<u>Pre-Litigation</u> - Pre-lawsuit investigation of relevant facts and merits of Plaintiff's allegations - Initial valuation of Plaintiff's and aggrieved employees' wage and hour claims - Investigations of Defendant and Defendant's business, location, and industry - Research and investigation into Defendant's policies, practices, and procedures relating to Plaintiff's allegations - Research and analysis of Defendant's litigation history involving wage-and-hour issues and other employment issues - Research into the current law and recent developments into the relevant California law - Draft and mail notice to the California Labor Workforce Development Agency regarding Plaintiff's allegations - Review and analysis of Plaintiff's employment records produced in response to Plaintiff's record request - Prepare discovery and litigation plan	5 hours
<u>Court Hearings and Appearances</u>	7.5 hours

1	- Prepare for and attend court appearances - Meet and confer with defense counsel prior to and/or after hearings	
2	<u>Pleadings and Court Filings</u>	13 hours
3	- Research and draft pleadings	
4	- Meet and confer with defense counsel to draft joint stipulations to amend pleadings	
5	- Review and analyze Defendant's filings	
6	- Meet and confer with defense counsel to prepare joint statements	
	- Review and analyze Court's orders	
7	<u>Discovery</u>	5.5 hours
8	- Research and draft Plaintiff's initial record request	
	- Meet and confer with defense counsel regarding informal discovery	
9	<u>Motion Practice</u>	26 hours
10	- Research applicable law and recent developments of applicable law	
11	- Draft, finalize, and file Plaintiff's motion for preliminary approval of class action settlement and accompanying declarations and proposed order	
12	- Draft, finalize, and file Plaintiff's renewed motion for preliminary approval of class action settlement and accompanying declarations and proposed order	
13	- Draft, finalize, and file Plaintiff's present motion for final approval of class action settlement and accompanying documents	
14		
15	<u>Mediation</u>	15.5 hours
16	- Prepare outlines and indexes of documents provided by Defendant	
17	- Perform analysis on data produced by Defendant	
18	- Review and analyze data findings	
19	- Review and analyze Defendant's document production	
	- Draft mediation brief, compile accompanying exhibits, and submit to the mediator	
20	- Attend mediation session	
21	<u>Settlement Agreement, Settlement Administration / Compliance</u>	22.5 hours
22	- Research and draft settlement agreement, and exhibits thereto	
23	- Meet and confer with defense counsel to finalize settlement agreement and exhibits	
24	- Seek administration quotes from settlement administrators	
25	- Communicate with Simpluris regarding and oversee the administration of the Settlement	
26	- Communicate with Simpluris regarding the triggering of the escalator clause	
27	- Meet and confer with defense counsel regarding escalator clause, prepare and review joint stipulation to modify preliminary approval order	
28	- Meet and confer with defense counsel regarding the production of	

the class list and class data - Draft and file compliance declarations as necessary (<i>anticipated</i>) - Communicate and oversee the distribution of settlement funds (<i>anticipated</i>)	
<u>Communicating with Plaintiff</u> - Communicate with Class Representative throughout this matter - Answer questions and respond to Plaintiff's inquiries - Strategize and discuss case with Plaintiff	13 hours

12. The work performed in this particular matter, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour matters, and in particular, employment class actions, support a reasonable blended hourly rate of compensation at the rate of \$600 for work performed by Class Counsel.

ADEQUACY OF BROCK & GONZALES, LLP

EDUCATION

13. In May of 2016, I graduated from *University of California Hastings College of the Law* with a Juris Doctor degree. While at *University of California Hastings College of the Law*, I competed in negotiation and mediation competitions nationally and internationally. In June of 2013, I obtained a Bachelor of Arts degree in Political Science with a Pre-Law concentration and a Communication Studies minor from *California Polytechnic State University, San Luis Obispo*.

EXPERIENCE

14. In January of 2017, I obtained a license to practice law from the California State Bar. From approximately April 2017 to approximately April 2021, I was employed by the law firm of *Lawyers for Justice, PC*.

15. At *Lawyers for Justice PC*, my practice focused on entirely on wage and hour class actions. While employed by *Lawyers for Justice, PC*, I argued approximately 50 motions, took or defended depositions, was involved in the settlement of approximately 100 class and/or PAGA actions, and was personally appointed class counsel in multiple class actions.

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D. AARON BROCK'S EDUCATION AND EXPERIENCE

16. In 2005, D. Aaron Brock graduated from *Loyola Law School, Los Angeles* with a Juris Doctor degree. During law school, Brock was an extern in the United States Federal District Court. In 2002, Brock graduated from *Loyola Marymount University* with a Bachelor of Arts degree in History.

17. Brock obtained his license to practice law from the California State Bar in March 2006. In approximately July 2016, Brock was one of the founding partners of *Brock & Gonzales, LLP*. From approximately 2013 to 2016, Brock was a partner at the law firm *JML Law, APLC*. From approximately 2009 to 2012, Brock was employed by the law firm *Taylor & Ring*. From approximately 2012 to 2013, Brock was employed by the law firm *The Lanier Law Firm*.

18. Throughout his career, Brock has represented thousands of individuals in employment and personal injury cases. He has acted as trial counsel in multiple cases to verdict, including a trial which resulted in the largest wrongful termination verdict ever granted in Tulare County Superior Court. Brock has taken and defended over 1,000 depositions of plaintiffs, defendants, and expert witnesses, argued a large volume and variety of motions, including over 100 motions for summary judgment, and attended more than 400 mediations, early neutral evaluations, and mandatory settlement conferences. Brock has been acknowledged as a Southern California Super Lawyer Rising Star for 12 years and as a Super Lawyer for 2 years. Brock has recovered millions of dollars in verdicts and settlements for his clients.

19. Since its inception, in or around July 2016, Brock & Gonzales, LLP has almost exclusively focused on the prosecution of plaintiff-side employment cases as well as personal injury cases. Currently, we are the attorneys of record in over a dozen employment-related putative class actions in the State of California. Our firm has successfully litigated cases involving the wage and hour law in California. During this relatively short time, we have recovered millions of dollars on behalf of thousands of employees in California.

20. Our firm represented the plaintiff and the aggrieved employees in a representative action under the Private Attorneys General Act, against a senior living facility, on behalf of non-

1 exempt and hourly-paid employees. On May 25, 2023, the Court granted approval of the
2 settlement. The Alameda County Superior Court Case Number is RG1106917.

3 21. Our firm represented the plaintiff, putative class members, and the aggrieved
4 employees in a class and representative action under the Private Attorneys General Act, against an
5 insurance and financial services broker, on behalf of non-exempt and/or hourly-paid employees.
6 On June 30, 2023, the Court granted approval of the settlement. The San Mateo County Superior
7 Court Case Number is 21-CIV-02797.

8 22. Our firm represented the plaintiff, putative class members, and the aggrieved
9 employees in a class and representative action under the Private Attorneys General Act, against an
10 insurance and financial services broker, on behalf of non-exempt and/or hourly-paid employees.
11 On June 30, 2023, the Court granted approval of the settlement. The San Mateo County Superior
12 Court Case Number is 21-CIV-02797.

13 23. Our firm represented the plaintiff, putative class members, and the aggrieved
14 employees in a class and representative action under the Private Attorneys General Act, against a
15 senior living facility, on behalf of non-exempt and/or hourly-paid employees. On July 7, 2023,
16 the Court granted approval of the settlement. The San Diego County Superior Court Case Number
17 is 37-2021-00022395-CU-OE-CTL.

18 24. Our firm represented plaintiffs, in conjunction with co-counsel, and the putative
19 class members in a class action, against a utility maintenance provider, on behalf of non-exempt.
20 On July 24, 2023, the Court granted approval of the settlement. The San Bernadino County
21 Superior Court Case Number is CIVSB2131260.

22 25. Our firm represented the plaintiff and the aggrieved employees in a representative
23 action under the Private Attorneys General Act, against a car dealership, on behalf of non-exempt
24 or exempt commission-paid employees. On July 24, 2024, the Court granted approval of the
25 settlement. The San Bernardino County Superior Court Case Number is CIVSB2131234.

26 **LITIGATION COSTS AND EXPENSES INCURRED BY CLASS COUNSEL**

27 26. To date, Class Counsel has borne all the risks and costs of litigation and will not
28 receive any compensation until recovery is obtained by Plaintiff, the Class Members, and the

1 Aggrieved Employees. To date, Brock & Gonzales has incurred **\$8,381.02** in litigation costs and
2 expenses as reflected in “**EXHIBIT A**” attached hereto. This amount includes the anticipated cost
3 of filing the present motion and accompanying documents. These expenses were reasonable and
4 necessary in the prosecution of this matter and to obtain the Settlement. It should be noted that
5 Class Counsel has borne all of the risks and costs of litigation and will not receive any
6 compensation until recovery is obtained under the Settlement.

7 **SERVICE PAYMENT TO PLAINTIFF**

8 27. In recognition of her efforts and work serving as the Class Representative, the
9 Settlement provides for a Service Payment in the amount of \$10,000.00 to Plaintiff to compensate
10 her for the time and effort that she expended on behalf of the Class and Aggrieved Employees.
11 The requested Service Payment is fair and appropriate. Plaintiff spent a substantial amount of time
12 and effort in producing relevant documents and past employment records and provided the facts
13 and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class
14 Counsel needed her and actively tried to obtain information that would benefit the Class. Plaintiff
15 spent numerous hours speaking with Class Counsel about her claims, describing her work
16 experiences with Defendant, and gathering and reviewing documents. Accordingly, it is
17 appropriate for Plaintiff to receive \$10,000.00 as a reasonable Service Payment, in addition to her
18 Individual Settlement Payment and Individual PAGA Allocation, for her services on behalf of the
19 Class.

20 28. I submit that the Settlement is fair, reasonable, and adequate. In addition, the
21 Settlement is in the best interests of Plaintiff and other Class Members.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed this 14h day of October 2024, at Los Angeles, California.

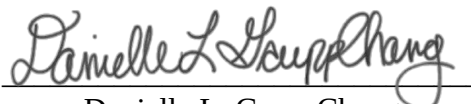
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26 
27 Danielle L. GruppChang
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EXHIBIT A

Prepaid Expenses: Gillett, Rachel v. The Pet Patrol LLC (Class)

Balance: \$8,381.02

Date	Payee	Memo	Increase	Balance
<i>anticipated</i>	One Legal, LLC	Filing and/or Service of Documents	79.01	8,381.02
07/05/2024	One Legal, LLC	Filing and/or Service of Documents	19.30	8,302.01
07/03/2024	One Legal, LLC	Filing and/or Service of Documents	39.89	8,282.71
07/01/2024	One Legal, LLC	Filing and/or Service of Documents	15.39	8,242.82
03/25/2024	Riverside Civil Court	Document Download	12.50	8,227.43
03/25/2024	Riverside Civil Court	Document Download	1.00	8,214.93
03/08/2024	One Legal, LLC	Filing and/or Service of Documents	19.30	8,213.93
03/08/2024	One Legal, LLC	Filing and/or Service of Documents	19.30	8,194.63
03/08/2024	One Legal, LLC	Filing and/or Service of Documents	19.30	8,175.33
02/26/2024	One Legal, LLC	Filing and/or Service of Documents	15.39	8,156.03
01/16/2024	One Legal, LLC	Filing and/or Service of Documents	15.39	8,140.64
01/16/2024	One Legal, LLC	Filing and/or Service of Documents	39.89	8,125.25
12/14/2023	Riverside Civil Court	Document Download	2.00	8,085.36
12/13/2023	One Legal, LLC	Filing and/or Service of Documents	37.83	8,083.36
12/11/2023	One Legal, LLC	Filing and/or Service of Documents	13.33	8,045.53
11/17/2023	RIV Court EPay		12.00	8,032.20
10/05/2023	One Legal, LLC	Filing and/or Service of Documents	17.24	8,020.20
09/27/2023	One Legal, LLC	Filing and/or Service of Documents	79.01	8,002.96
06/21/2023	Henry J. Bongiovi	Mediation Fee	6,000.00	7,923.95
08/11/2023	Riverside Civil Court	Document Download	20.55	1,923.95
06/01/2023	One Legal, LLC	Filing and/or Service of Documents	17.24	1,903.40
05/31/2023	One Legal, LLC	Filing and/or Service of Documents	13.33	1,886.16
01/27/2023	One Legal, LLC	Filing and/or Service of Documents	17.24	1,872.83
01/19/2023	One Legal, LLC	Filing and/or Service of Documents	16.78	1,855.59
10/18/2022	One Legal, LLC	Filing and/or Service of Documents	16.78	1,838.81
07/25/2022	One Legal, LLC	Filing and/or Service of Documents	16.78	1,822.03
07/12/2022	One Legal, LLC	Filing and/or Service of Documents	16.78	1,805.25
07/11/2022	One Legal, LLC	Filing and/or Service of Documents	16.78	1,788.47
06/17/2022	Nationwide Legal LLC	Filing and/or Service of Documents	170.35	1,771.69
06/09/2022	One Legal, LLC	Filing and/or Service of Documents	16.78	1,601.34
04/19/2022	One Legal, LLC	Filing and/or Service of Documents	1,509.56	1,584.56
01/14/2022	DLSE Paga	LWDA Submission	75.00	75.00