

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

North Central District, Burbank Courthouse, Department A

**23BBCV01067**

December 5, 2025

**TALIN ADARY, INDIVIDUALLY AND ON BEHALF OF ALL  
AGGRIEVED EMPLOYEES vs COMPANION PET  
PARTNERS US, LLC,, et al.**

9:00 AM

Judge: Honorable Frank M. Tavelman  
Judicial Assistant: Lorna Garcia  
Courtroom Assistant: Dennis Carroll

CSR: None  
ERM: None  
Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Hearing on Motion - Other for Preliminary Approval of Proposed Class Action Settlement Filed by Pltff Talin Adary, individually and on Behalf of all Aggrieved Employees; Order to Show Cause Re: Dismissal (Settlement)

The matter is called for hearing.

The Court reads and considers the moving papers and opposition.

The Court's tentative ruling is posted online for the parties to review.

All parties submit to the court's tentative ruling and the Court adopts its tentative ruling as order of the Court as follows:

**ALLEGATIONS:**

Talin Adary, individually and on behalf of all other Aggrieved Employees ("Plaintiff") alleges that he was employed by Defendants Companion Pet Partners US, LLC, Companion Pet Partners, LLC, and Companion Pet Partners California, LP ("Defendants") as an hourly-paid, non-exempt employee. Plaintiff alleges that Defendants engaged in various wage and hour violations against him and other aggrieved employees.

The Second Amended Complaint ("SAC"), filed July 7, 2025, alleges: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods in Violation of Labor Code, §§ 226.7 and 512; (4) Failure to Keep Accurate and Provide Itemized Wage Statements in Violation of Labor Code, § 226 and IWC Wage Orders; (5) Failure to Pay Waiting Time Penalties in Violation of Labor Code, §§ 201, 202, and 203; (6) Failure to Timely Pay Earned Wages in Violation of Labor Code, §§ 204 and 210; (7) Failure to Provide Rest Periods in Violation of Labor Code, § 226.7 and IWC Wage Orders; (8) Failure to Reimburse

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Business Expenses in Violation of Labor Code, §§ 2800 and 2802; (9) Failure to Pay Reporting Time Pay in Violation of IWC Wage Orders; (10) Failure to Pay Split Shift Wages in Violation of IWC Wage Orders; (11) Failure to Provide Notice of Paid Sick Time and Accrual in Violation of Labor Code, § 246; (12) Unlawful Business Practices in Violation of Business & Professions Code, § 17200 *et seq.*; (13) Employer and Individuals Acting on Behalf of Employer's Personal Liability for Causing Labor Code Violations (section 558.1); and (14) Violation of California Private Attorneys General Act ("PAGA") Labor Code, § 2698 *et seq.*

**MOTION ON CALENDAR:**

On July 16, 2025, Plaintiff filed a Motion for Preliminary Approval. The Court is not in receipt of an opposition brief. The Court notes that, pursuant to C.R.C. Rule 8.54(c), a failure to oppose a motion may be deemed consent to its being granted.

**LEGAL STANDARD:**

As a "fiduciary" of the absent class members, the trial court's duty is to have before it sufficient information to determine if the settlement is fair, adequate, and reasonable. (*7-Eleven Owners for Fair Franchising v. The Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151 [citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, 1802].) In determining whether to approve a class settlement, the court's responsibility is to "prevent fraud, collusion or unfairness to the class" through settlement and dismissal of the class action because the rights of the class members, and even named plaintiffs, "may not have been given due regard by the negotiating parties." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 60.)

California Rules of Court, Rule 3.769 governs settlements of class actions. Any party to a settlement agreement may submit a written notice for preliminary approval of the settlement. CRC Rule 3.769(a) provides: "A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing." "Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion." (CRC Rule 3.769(c).)

In an effort to aid the Court in the determination of the fairness of the settlement, *Wershba v.*

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*Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-245 (disapproved by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260 on other grounds), discusses factors that the Court should consider when testing the reasonableness of the settlement. A presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the Court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Id.* at 245.) The test is not the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Id.* at 250.)

Notwithstanding an initial presumption of fairness, "the court should not give rubber-stamp approval." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) "Rather, to protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished." (*Id.*) In making this determination, the Court considers all relevant factors including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Id.* at 128.) "Th[is] list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." (*Wershba*, supra, 91 Cal.App.4th at 245.)

"A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable. Compromise is inherent and necessary in the settlement process. Thus, even if 'the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'" (*Wershba*, supra, 91 Cal.App.4th at 250.)

### ANALYSIS:

#### A. Settlement Class Definition

The parties stipulate and agree to the conditional certification of the class for purposes of this settlement only. (Settlement Agreement, ¶12.1.) The Class Action and PAGA Settlement

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Agreement and Class Notice (“Settlement Agreement”) defines the following class terms:

- “Aggrieved Employees” mean: “all individuals who are or were employed and classified as hourly non-exempt employees by Defendants in the State of California for at least one day during the PAGA Period of April 21, 2022 through the date of preliminary approval.” (§1.4.)
- “Class” means: “all persons who are or were employed by Defendants in the State of California and classified as hourly, non-exempt employees during the Class Period of July 17, 2020 through the date of preliminary approval.” (§1.5.)
- “Class Member” or “Settlement Class Member” means: “a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).” (§1.9.)

*B. Terms of the Settlement Agreement*

A copy of the fully executed Settlement Agreement is attached to the Declaration of Haig Kazandjian as Exhibit 1. The essential terms are as follows:

- The Gross Settlement Amount (“GSA”) means \$510,000, which is the total amount Defendants agreed to pay under the settlement except as provided in paragraph 8. The GSA will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses. The GSA excludes any employer payroll taxes due on the portion of the individual class payments allocated to wages which shall not be paid from the Gross Settlement Amount and shall be a separate obligation of Defendants. (§1.22.) No portion of the GSA shall revert to Defendants. (§3.1.) Defendants agree to increase the GSA on a proportional basis based on an escalator clause, if necessary. (§8.)
- The Net Settlement Amount (“NSA”) (\$211,175) is the GSA minus the following (§§1.28, 3.2, 3.2.1 to 3.2.3.3; Kazandjian Decl., §8):
  - o Up to \$204,000 for attorney fees (40% of the GSA) (§3.2.2.)
  - o Up to \$25,000 for attorney costs (§3.2.2.)
  - o Up to \$10,000 for class representative service award (§3.2.1.)
  - o Up to \$8,825 for settlement administration costs (§3.2.3.)
  - o Approximately \$51,000 in PAGA Penalties, of which, 75% will be allocated to the LWDA (\$38,250) and 25% allocated to the Individual PAGA Payments (\$12,750) (§3.2.5.)

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- Funding of the Settlement: Defendants shall fund the GSA and amounts necessary to pay in full their share of payroll taxes, to the Settlement Administrator no less than 30 days after the Effective Date. (§4.3.)
  - Individual Settlement Share Calculation: “An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.” (§3.2.4.)
    - o Defendants estimate there are 657 Class Members who collectively worked a total of 36,732 Workweeks, and 554 Aggrieved Employees who worked a total of 14,693 PAGA Pay Periods through July 5, 2024. (§8.)
  - Individual PAGA Payment: The Settlement Administrator will calculate each Individual PAGA Payment by “(a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.” (§3.2.4.1.)
  - Taxes: “20% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. (§3.2.4.1.)
    - o The Settlement Administrator will calculate Defendants’ share of payroll taxes and pay the required taxes on behalf of Defendants when paying out the Individual Class and PAGA payments. (§4.4.)
  - Uncashed Settlement Payment Checks. Checks shall be valid for not less than 180 days after the date of mailing. (§4.5.1.) Uncashed checks will be canceled after the void date, the Administrator shall transmit the funds to the California Controller’s

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Unclaimed Property Fund in the name of the Class Member, thereby leaving no “unpaid residue.” (§4.5.3.)

· Effective Date: The “Effective Date” means “the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.” (§1.18.)

· PAGA Notice: Plaintiff provided notice of this action to Defendant and the LWDA on April 12, 2023. (§§1.33, 2.2.)

o “The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.” (Lab. Code § 2699(s)(1)(2).) Exhibit 3 to Class Counsel’s declaration includes an electronic notice stating that the LWDA received the Proposed settlement. (Kazandjian Decl., Ex. 3.)

· No Claim Requirement. This settlement does not involve a claims form process. Instead, class members will automatically receive a settlement award by virtue of not opting out. (§1.35; Ex. 1 [Proposed Class Notice at p.25]; Kazandjian Decl., §27.)

· Response Deadline: “60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.” (§§1.42, 7.4.4.)

o Provisions regarding Requests for Exclusions (Opt-Outs), Challenges to Calculation of Workweeks, and Objections to Settlement are provided in Sections 7.5, 7.6, and 7.7 respectively.

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- Simpluris, Inc. will perform settlement administration. (§1.2.)
  - The Class Members are directed to view all documents related to this proceeding on the Administrator's website, on the Court's website, or by requesting copies of documents from the Administrator. (Proposed Class Notice at p.31.)
    - o The Settlement Agreement and motion papers do not indicate how the Notice of Final Judgment will be given to the class (e.g., posted on Settlement Administrator's website). (CRC Rule 3.771(b).)

*C. Is the Settlement Agreement Fair, Adequate and Reasonable?*

1. Presumption of Fairness of the Settlement

"[T]here is a presumption of fairness when: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the trial court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337.) This standard applies in the context of class actions and qui tam actions alike. (See Gov. Code § 12652(e)(2) [in qui tam action, a state or political subdivision may settle the action with the defendant despite objections of the qui tam plaintiff if the court determines, after a hearing providing the qui tam plaintiff an opportunity to present evidence, that the proposed settlement is fair, adequate, and reasonable under all the circumstances]; see also *Iskanian v. CLS Transportation Los Angeles LLC* (2014) 59 Cal.4th 348, 382 [a PAGA representative action is a type of qui tam action].)

Here, the settlement was reached through arm's length negotiations on July 17, 2024 with mediator Kevin T. Barnes. (Kazandjian Decl., ¶6.) The parties conducted discovery and investigated the claims to assess liability, potential damages, and valuation issues. (*Id.*, ¶¶5, 7, 24.) Furthermore, Plaintiff's counsel is experienced in class action and PAGA litigation, including wage and hour actions. (*Id.*, ¶37.)

At this time, the percentage of class members who have objected cannot be determined until the fairness hearing. (Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group, June 2015 Update) ¶ 14:139.18 ["Should the court receive objections to the proposed

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settlement, it will consider and either sustain or overrule them at the fairness hearing.”.)  
However no opposition or objections have been filed with the Court to date.

Thus, the Court finds that the settlement is entitled to a presumption of fairness.

### 2. Is the Settlement Fair, Adequate, and Reasonable?

Even once the presumption of fairness has been established, the court bears the responsibility to ensure the recovery under the settlement agreement represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.) The trial court must determine that the settlement is fair, reasonable, and adequate to all concerned. (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) “The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Kullar*, supra, 168 Cal.App.4th at 130.)

Plaintiff’s counsel Haig Kazandjian provides his analysis on the reasonableness of the settlement based on the evaluated merits of the case and the parties’ exchange of information. (Kazandjian Decl., ¶¶25-31.) Counsel estimates “Defendants’ likely maximum exposure on the class claims is \$1,509,556.00 on the primary ‘damages’ claims, including \$136,395.20 on unpaid off-the-clock violations, \$434,700.60 on unpaid overtime violations, \$176,242.00 on unpaid meal premium violations, \$591,074.20 on rest break premium violations and \$171,144.00 on unreimbursed business expenses violations. The penalty claim totals \$2,495,683.45 in theoretical liability, including potential PAGA penalties totaling \$1,975,180.00 of \$191,240.00 for meal period violations, \$294,400.00 for rest period violations, \$444,120.00 for unpaid wages, \$148,040.00 for wage statement violations, \$592,160.00 for unreimbursed business expenses, and \$305,220.00 for overtime, off-the-clock violations; and class related waiting time and wage statement penalties in the amount of \$520,503.45. However, Plaintiff’s counsel substantially discounted the value of these claims in light of the multiple and considerable risks posed by proceeding with litigation.” (*Id.*, ¶25.) Counsel provides calculations based on unpaid wages-off-the-clock work, unpaid overtime/regular rate, meal and rest period violations, and unreimbursed business expenses. (*Id.*, ¶26.) He also discusses the wage statement violations/waiting time penalties and PAGA penalties. (*Id.*) Thus, Plaintiff has discussed the strength of their case and the amount offered in settlement.

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Next, the Court considers the risk, expense, complexity, and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members. The Court also recognizes the procedural hurdles (e.g., motion practice and appeals) and the risk, expense, and duration of further litigation are likely to prolong the litigation as well as any recovery by the Class Members and LWDA.

Additionally, the Court recognizes that even if a class is certified, there is always a risk of decertification. (*Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 [“Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.”].) As indicated in the Settlement Agreement, the parties agree to conditional class certification for the purposes of this settlement only and Defendants reserve the right to contest any motion for class certification in the event this settlement is not approved. (Settlement Agreement, ¶12.1.)

The settlement was negotiated and endorsed by counsel who is experienced in wage and hour class action and PAGA litigation and counsel opines that the settlement is fair, reasonable, and adequate. (*Id.*, ¶¶27, 38.) As indicated above, the GSA is \$510,000. Assuming the Court approves the maximum attorney’s fees of \$204,000, \$25,000 in costs, Plaintiff’s \$10,000 enhancement award, settlement administration costs of \$8,825, and \$51,000 in PAGA Penalties, the NSA will be approximately \$211,175 for automatic distribution to participating class members. Assuming full participation, the average settlement share will be approximately \$321.42 ( $\$211,175 \text{ NSA} \div 657 \text{ class members} = \$321.42$ ).

Finally, the class members’ reactions will not be known until they receive notice and are afforded an opportunity to opt out or object. This factor becomes relevant during the fairness hearing; however, to date there has been no filing challenging the settlement.

The Court finds the settlement to be fair, adequate, and reasonable.

*D. Scope of the Release*

The Settlement Agreement includes the following release terms:

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· Released Claims by Participating Class Members: “All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and ascertained in the course of the Action, including, all class claims pled or that could have been pled based on the factual allegations contained in the operative complaints which occurred during the Class Period of July 17, 2020 through the date of preliminary approval, including, but not limited to claims under California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 256, 432, 510, 512, 558(a), 558.1, 1174, 1174.5, 1175, 1182.2, 1194, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2802. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period of July 17, 2020 through the date of preliminary approval.” (§5.2.)

· Released Claims by Non-Participating Class Members and Participating Class Members who are Aggrieved Employees: These individuals are deemed to “release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action and the PAGA Notice and ascertained in the course of the Action, including, all PAGA claims pled or that could have been pled based on the factual allegations contained in the operative complaints and PAGA letters sent by Plaintiff that occurred during the PAGA Period of April 21, 2022 through the date of preliminary approval that stated violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 256, 432, 510, 512, 558(a), 558.1, 1174, 1174.5, 1175, 1182.2, 1194, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2802 as to the Aggrieved Employees and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The time period for this release is the PAGA Period of April 21, 2022, through the date of preliminary approval.” (§5.3.)

· Released Parties: “Defendants and each of their past and present officers,

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directors, officers, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, joint venturers, clients, vendors, joint employers, and their respective successors and predecessors in interest, assigns, subsidiaries, affiliates, parents, and attorneys. ‘Request for Exclusion’ means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.” (§1.41.)

· The named Plaintiff will also provide a general release and Civil Code, § 1542 waiver. (§§5.1, 5.1.1.)

The releases appear to be proper. The class release is tethered to the facts pleaded and to the Class Period. Plaintiff’s broader release is acceptable as he was represented by counsel when this term was negotiated.

*E. May Conditional Class Certification be Granted?*

C.C.P. § 382 states: “If the consent of any one who should have been joined as plaintiff cannot be obtained, he may be made a defendant, the reason thereof being stated in the complaint; and when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.”

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified. (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 591, 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, fn. 19.) Finally, the Court is under no “ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.)

First, the class is estimated to consist of approximately 657 Class Members. (Settlement Agreement, ¶8; Kazandjian Decl., ¶20.) Thus, numerosity has been established. (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934 [stating that “[n]o set number is required as a matter of law for the maintenance of a class action” and citing examples wherein classes of as little as 10 [*Bowles v. Superior Court* (1955) 44 Cal.2d 574] and 28 [*Hebbard v. Colgrove*

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**Civil Division**

North Central District, Burbank Courthouse, Department A

**23BBCV01067**

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AGGRIEVED EMPLOYEES vs COMPANION PET  
PARTNERS US, LLC,, et al.**

9:00 AM

Judge: Honorable Frank M. Tavelman  
Judicial Assistant: Lorna Garcia  
Courtroom Assistant: Dennis Carroll

CSR: None  
ERM: None  
Deputy Sheriff: None

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(1972) 28 Cal.App.3d 1017] were upheld].)

Second, the class is defined above. The class definition is “precise, objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) All Class Members are identifiable by Defendant through a review of Defendant's employment and payroll records. (Kazandjian Decl., ¶24.)

Third, the “community of interest requirement involves three factors: ‘(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) Class Counsel argues that common issues of fact and law predominate as to each of the claims asserted in the lawsuit. (Kazandjian Decl., ¶22.) Plaintiff contends that all Class Members and Aggrieved Employees were subject to the same wage and hour policies and practices and suffered the same systematic violations. (*Id.*) Counsel argues that determining the questions about Defendants’ policies and uniform practices will decide liability for all Class Members. (*Id.*) Regarding typicality, Plaintiff argues that his claims are typical, given that all are members of the Class and their claims arise from the same employment practices and courses of conduct giving rise to the claims of other class members. (Mot. at p.11.) Finally, as for Plaintiff’s adequacy, Class Counsel states that Plaintiff’s claims do not conflict and are not antagonistic to the other Class Members’ claims. (Kazandjian Decl., ¶21.)

Fourth, given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members. (Kazandjian Decl., ¶23.)

Finally, as indicated above, Class Counsel have experience in class action litigation.

The class may be conditionally certified since the prerequisites of class certification have been satisfied.

*F. Notice Procedure*

1. Method of Class Notice

Within 30 days after entry of the Preliminary Approval Order, Defendants shall deliver the Class Data to the Settlement Administrator. (Settlement Agreement, ¶4.2.) The Settlement

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Administrator shall maintain the confidentiality of the Class Data. Defendants have a continuing duty to immediately notify Class Counsel with updates. (*Id.*) Defendants shall fully fund the GSA no later than 30 days from the Effective Date. Within 14 days of Defendants funding the GSA, the Settlement Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, 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. (*Id.*, ¶4.5.) The Settlement Administrator will issue the checks via First Class U.S. Mail, postage prepaid. (*Id.*, ¶4.5.1.) The checks shall prominently state the dates (not less than 180 days after the date of mailing) when the check will be voided. (*Id.*) Before mailing checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. (*Id.*) If the notice is returned as undeliverable, the Settlement Administrator will re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. (*Id.*, ¶4.5.2.)

### 2. Content of Class Notice

A copy of the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") is attached to the Settlement Agreement. The Class Notice appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the maximum deductions to be made from the gross settlement amount (i.e., attorney fees and costs, the enhancement award, claims administration costs, and the payment to the LWDA); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing. The Court notes that the address listed in section 8 states: "300 East Olive Burbank, 91502." The correct address is "300 E Olive Ave., Burbank, CA 91502." However, the Court concludes that the omission of "Ave." would cause a contesting party to lack sufficient notice of the location for the hearing, and is of little significance.

### 3. Cost of Class Notice

As indicated above, settlement administration costs are estimated at \$8,825 (Settlement Agreement ¶3.2.3.) At the time of final approval, the declaration of Simpluris, Inc.'s representative should summarize the work the Settlement Administrator will perform, including the notice procedures, and the actual amount of costs expended.

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*G. Attorney's Fees and Costs*

CRC Rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

The award of attorney fees is made by the court at the fairness hearing using the lodestar method with a multiplier, if appropriate. (*Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-36; *Cundiff v. Verizon California, Inc.* (2008) 167 Cal.App.4th 718, 724, fn. 3 ["Under this method, the trial court first determines a touchstone or lodestar figure based on the 'time spent and reasonable hourly compensation of each attorney ... involved in the presentation of the case.'"]) This amount may be cross-checked against the percentage-of-recovery. (*Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 556-558.) Despite any agreement by the parties to the contrary, the court has an independent responsibility to review the attorney fee provision of the settlement agreement and award an amount that it determines to be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 128.)

The question of class counsel's entitlement to \$204,000 (40%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method. However, on its face, a 40% contingency is not outside the realm of reasonableness. Class counsel should also be prepared to justify the costs sought (capped at \$25,000) by detailing how they were incurred.

*H. Enhancement Award to Class Representative*

The Settlement Agreement provides for an enhancement award of up to \$10,000 for the sole class representative. In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why she "should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly

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more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit . . . .’” (*Id.* at 806-807.)

The Settlement Agreement provides for an enhancement award of up to \$10,000 for Plaintiff as the class/PAGA representative. Mr. Kazandjian states that Plaintiff is an adequate class representative, her claims are typical of the class, and that she understands her obligations to the putative Class Members. (Kazandjian Decl., ¶¶21, 36.) The Court also notes that Plaintiff is providing a separate general release and Civil Code, § 1542 waiver.

The Court will decide the issue of the enhancement award at the time of final approval upon the consideration of Plaintiff’s declaration

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**RULING:**

In the event the parties submit on this tentative ruling, or a party requests a signed order or the court in its discretion elects to sign a formal order, the following form will be either electronically signed or signed in hard copy and entered into the court’s records.

**ORDER**

Plaintiff Talin Adary’s Motion for Preliminary Approval came on regularly for hearing on December 5, 2025, with appearances/submissions as noted in the minute order for said hearing, and the court, being fully advised in the premises, did then and there rule as follows:

**THE MOTION FOR PRELIMINARY APPROVAL IS GRANTED.**

As noted in the Court’s written order, the parties and the settlement administrator should revise the proposed class notice so that: (1) it clearly states how the notice of final judgment will be given to the class (e.g., posted on the settlement administrator’s website) pursuant to CRC RULE 3.771(b); and (2) state the Burbank Courthouse’s full address as “300 E Olive Ave., Burbank, CA 91502” in section 8.

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The Final Fairness hearing is set for July 7, 2026 at 9:00 a.m.

PLAINTIFF TO GIVE NOTICE.

IT IS SO ORDERED.

Fairness Hearing (FINAL) is scheduled for 07/07/2026 at 09:00 AM in Department A at Burbank Courthouse.

The Court clerk is ordered to give notice.

Certificate of Service is attached.