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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

HANNAH COHEN, individually, and on
behalf of other members of the general
public similarly situated;
Plaintiff,
v.

DESTINATION PET OF CALIFORNIA,
INC., a California corporation;
DESTINATION PET, LLC, a Delaware
limited liability company and DOES 1
through 100, inclusive;
Defendants.

Case No.: 30-2024-01409266-CU-OE-CXC
[Related Case No. 30-2023-01353632-CU-OE-CXC]

Assigned for All Purposes to:
Honorable David A. Hoffer
Department CX-103

CLASS ACTION

**~~[PROPOSED]~~ AMENDED ORDER
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT AND SETTING
HEARING FOR FINAL APPROVAL OF
SETTLEMENT AND CONSOLIDATING CASE
NOS. 30-2024-01409266-CU-OE-CXC AND 30-
2023-01353632-CU-OE-CXC**

Hearing Date: September 22, 2025
Hearing Time: 1:30 p.m.
Hearing Place: Department CX-103

Complaint Filed: June 24, 2024
Trial Date: None Set

1 ADELA GONZALES, an individual, and
2 on behalf of all current and former
aggrieved employees,

3 Plaintiff,

4 v.

5 DESTINATION PET OF CALIFORNIA,
6 INC.; DESTINATION PET, LLC; and
DOES 1 through 50, inclusive,

7 Defendants.
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Case No. 30-2023-01353632-CU-OE-CXC
[Related Case No. 30-2024-01409266-CU-
OE-CXC]

Complaint Filed: September 25, 2023

FAC Filed: October 20, 2023

Trial Date: None Set

1 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
2 the Honorable David A. Hoffer presiding, on September 22, 2025 at 1:30 p.m. The Court, having
3 considered the papers submitted in support of the Motion for Preliminary Approval of Class
4 Action Settlement, **ORDERS THE FOLLOWING:**

5 1. This Order incorporates by reference the definitions in the Joint Stipulation
6 of Class Action and PAGA Settlement and Amendment to the Joint Stipulation of Class Action
7 and PAGA Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”), and all terms
8 defined therein shall have the same meaning in this Order as set forth in the Settlement. The
9 Settlement is comprised of the Notice of Class Action and PAGA Settlement (“Class Notice”) and
10 Request for Exclusion Form (“Exclusion Form”). The Settlement Agreement is attached as
11 **Exhibit 2** and **Exhibit 3** to the Supplemental Declaration of Douglas Han concurrently filed
12 herewith (ROA # 109).

13 2. It appears to the Court on a preliminary basis that the Settlement Agreement
14 is fair, adequate, and reasonable. The Court recognizes the value of the monetary recovery
15 provided to all Class Members and finds that such recovery is fair, adequate, and reasonable when
16 balanced against further litigation related to liability and damages issues. It appears that the Parties
17 conducted significant investigation, discovery, and research such that the Parties’ counsel can
18 reasonably evaluate their respective positions at this time. It further appears to the Court that the
19 Settlement Agreement, at this time, will avoid substantial additional costs by all Parties, as well as
20 avoid the risks and delay inherent in further prosecution of this case. It also appears that the Parties
21 reached the Settlement Agreement as the result of intensive, serious, and non-collusive, arm’s-
22 length negotiations facilitated by an experienced and neutral mediator. The Court finds on a
23 preliminary basis that the Settlement Agreement appears to be within the range of reasonableness
24 of a settlement that could be granted final approval by this Court. The Motion for Preliminary
25 Approval of Class Action Settlement is hereby **GRANTED**.

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1 3. The following persons are conditionally certified as “Class Members” or the
2 “Class” for Settlement purposes only: all current and former hourly-paid or non-exempt employees
3 of Defendants Destination Pet of California, Inc. and Destination Pet, LLC (“Defendant”) within
4 the State of California at any time during the time period from June 24, 2020, through April 9,
5 2025. The “Participating Class Members” means all Class Members who do not submit valid and
6 timely requests to exclude themselves from the Settlement.

7 4. The “Eligible Aggrieved Employees” means the allegedly aggrieved
8 employees eligible to recover settlement funds from the Private Attorneys General Act of 2004
9 (“PAGA”) Payment consist of all current and former hourly-paid or non-exempt employees of
10 Defendant within the State of California at any time during the time period from July 3, 2022,
11 through April 9, 2025.

12 5. The Class satisfies the certification requirements of a class because the Class
13 Members are readily ascertainable, and a well-defined community of interest exists in the
14 questions of law and fact affecting the Parties.

15 6. Plaintiffs Hannah Cohen and Adela Gonzales (“Plaintiffs”) are appointed as
16 the class representatives.

17 7. Justice Law Corporation and Lurtz Legal, P.C. are appointed as Class
18 Counsel.

19 8. The proposed notice plan is constitutionally sound and approved as the best
20 notice practicable. The proposed Class Notice, attached hereto as **Exhibit A**, is sufficient to inform
21 Class Members of the terms of the Settlement Agreement, their rights to receive monetary
22 payments under the Settlement Agreement, and date and location of the Final Approval Hearing.
23 In addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of:
24 (a) nature of the action, definition of the Class, identity of Class Counsel, and material terms of the
25 Settlement; (b) Plaintiffs and Class Counsel’s application for the Attorney Fee Award, Cost
26 Award, and Class Representative Enhancement Payments; (c) formulas used to determine
27 settlement payments; (d) Class Members’ right to appear through counsel if they desire; (e) how to
28 object to or submit a request for exclusion from the Settlement; and (f) how to obtain additional

1 information regarding this case and the Settlement. The Court finds the notice requirements of
2 Rule of Court, rule 3.769, subdivision (f) are satisfied and that the Class Notice adequately advises
3 Class Members of their rights under the Settlement. The Parties' counsel are authorized to correct
4 any typographical errors in the Class Notice and make clarifications, to the extent the same are
5 found or needed, so long as such corrections do not materially alter the substance of the Class
6 Notice and other notice documents.

7 9. The rights of any potential dissenters to the Settlement Agreement are
8 adequately protected in that they may exclude themselves from the Settlement Agreement. To
9 exclude themselves, dissenters must follow the procedures outlined in the Settlement Agreement
10 and Class Notice. The Exclusion Form is attached hereto as **Exhibit B**. The Class Notice and
11 Exclusion Form are known as the "Notice Packet".

12 10. The Court preliminarily approves the settlement of claims under Labor Code
13 section 2698 (PAGA) according to the terms and conditions in the Settlement Agreement.

14 11. The Court finds the notice of settlement Plaintiffs provided to the California
15 Labor and Workforce Development Agency ("LWDA") satisfies the notice requirements of Labor
16 Code section 2699(1)(2).

17 12. Phoenix Class Action Administration Solutions is appointed to act as the
18 Settlement Administrator. The Settlement Administrator is ordered to carry out the settlement
19 according to the terms of the Agreement and in conformity with this Order, including
20 disseminating the Notice Packet according to the notice plan described in the Agreement. The
21 Notice Packet will be mailed to the Class Members in English and Spanish.

22 13. Within fourteen (14) calendar days after entry of the Preliminary Approval
23 Order, Defendant shall deliver the Class Data to the Settlement Administrator. The Settlement
24 Administrator will conduct a National Change of Address Database search for all Class Members
25 to obtain the most up-to-date address information.

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1 14. Within fourteen (14) calendar days after receiving the Class Data, the
2 Settlement Administrator will mail the Notice Packet to all identified Class Members via first-class
3 regular U.S. Mail, using the most current mailing address information available.

4 15. If a Notice Packet is returned because of an incorrect address, within ten
5 (10) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will
6 conduct a search for a more current address for the Class Member and remail the Notice Packet to
7 the Class Member. The Settlement Administrator will conduct a skip trace to attempt to find the
8 Class Member's current address. The Settlement Administrator will be responsible for taking
9 reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is
10 returned by U.S. Postal Service as undeliverable. If the Settlement Administrator is unable to
11 locate a better address, the Notice Packet shall be remailed to the original address.

12 16. The procedures and deadline for Class Members to request exclusion from
13 or to object to the Settlement is adopted as described in the Settlement Agreement.

14 17. As of the Effective Date and upon the fulfillment of Defendant's payment
15 obligations, all Participating Class Members will be bound by a release of all claims and causes of
16 action falling under the Released Claims occurring during the Class Period.

17 18. As of the Effective Date and upon the fulfillment of Defendant's payment
18 obligations, Plaintiffs, on behalf of the LWDA and Eligible Aggrieved Employees, will be bound
19 by a release of all claims and causes of action falling under the PAGA Released Claims occurring
20 during the PAGA Period. The PAGA Released Claims is effective regardless of whether the
21 Eligible Aggrieved Employee submits a valid and timely Exclusion Form.

22 19. The Released Parties include Defendant and its parents, shareholders,
23 members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents
24 (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
25 present, or future officers, directors, and employees), employees, and stockholders.

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1 20. The Parties are ordered to carry out the settlement according to the terms of
2 the Settlement. If the Settlement does not become final and effective, the fact the Parties were
3 willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on
4 and shall not be admissible or used in any way in connection with the question of whether the
5 Court should certify any claims in a non-settlement context in this case or in any other lawsuit.

6 21. To the extent permitted by law, pending a determination as to whether the
7 Settlement Agreement should be finally approved, Participating Class Members, whether directly,
8 representatively, or in any other capacity, whether or not such persons have appeared in this case,
9 shall not institute or prosecute any of the released claims against the Released Parties.

10 22. Pending further orders of this Court, all proceedings in this matter are stayed
11 except those contemplated in this Order and Settlement Agreement.

12 23. For settlement purposes, the Court orders for the consolidation of Case
13 Number 30-2024-01409266-CU-OE-CXC (“Cohen Case”) and 30-2023-01353632-CU-OE-CXC
14 (“Gonzales Case”) and designates the Cohen Case as the lead case. Both the Cohen Case and
15 Gonzales Case have been deemed to be related cases and are a part of the same mediation and
16 settlement. As a result, the Court believes that consolidating the Cohen Case and Gonzales Case
17 and designating the Cohen Case as the lead case for settlement purposes will serve judicial
18 economy and interests of justice and will facilitate the settlement process.

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24. The proposed dates for future events contemplated herein and under the Settlement Agreement are set forth below:

a.	Deadline for Defendant to deliver Class Data to Settlement Administrator	Within fourteen (14) calendar days after entry of the Preliminary Approval Order
b.	Deadline for Settlement Administrator to mail the Notice Packet to Class Members	Within fourteen (14) calendar days after receiving the Class Data
c.	Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator	Within sixty (60) calendar days from the initial mailing of the Notice Packet
d.	Deadline for Class Members to postmark requests for exclusion, written objections, and disputes to the Settlement Administrator if they receive remailed Notices Packets	Within an additional forty-five (45) calendar days from the original Response Deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
f.	Final Approval Hearing	February 02, 2026 at 1:30 p.m. in Department CX-103

IT IS SO ORDERED.

10-01-2025

By:



Honorable David A. Hoffer
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former hourly-paid or non-exempt employees of Defendants Destination Pet of California, Inc. and Destination Pet, LLC (“Defendant”) within the State of California at any time during the time period from June 24, 2020, through April 9, 2025.

The Superior Court of California, County of Orange, has granted preliminary approval to a settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action and PAGA Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the time period from June 24, 2020, through April 9, 2025.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY AS IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. *Why Have I Received This Notice?*

The personnel records of Defendant indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims at any time from June 24, 2020, through April 9, 2025 ("Class Period"), and all Eligible Aggrieved Employees' PAGA Released Claims at any time from July 3, 2022, through April 9, 2025 ("PAGA Period"), as described in Section No. 9 below.

A Preliminary Approval Hearing was held on [REDACTED] in the Superior Court of California, County of Orange. The Court conditionally certified the Class for settlement purposes only and directed you to receive this Notice. The Court determined only there is sufficient evidence to suggest that the settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the settlement on [REDACTED] at [REDACTED] before Honorable [REDACTED] in Department [REDACTED] at the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

2. *What Is This Case About?*

On July 3, 2023, Plaintiff Adela Gonzales ("Plaintiff Gonzales") (represented by Lurtz Legal P.C.) provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant.

On September 25, 2023, Plaintiff Gonzales filed a wage-and- hour lawsuit in the Superior Court of California, County of Orange, alleging the following violations: (1) Labor Code sections 1194 and 1197 (unpaid minimum wages); (2) Labor Code sections 510 and 1198 (unpaid overtime); (3) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (4) Labor Code section 226.7 (unpaid rest period premiums); (5) Labor Code section 226(a) (noncompliant wage statements); (6) Business & Professions Code section 17200; (7) Labor Code section 2699 (Private Attorneys General Act of 2004 ("PAGA")) (Case No. 30-2023-01353632-CU-OE-CXC).

On October 20, 2023, Plaintiff Gonzales filed a First Amended Complaint that added claims under the Fair Employment & Housing Act, Government Code section 12900.

On April 5, 2024, Plaintiff Gonzales provided an amended written notice to the LWDA and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.

On June 24, 2024, Plaintiff Hannah Cohen ("Plaintiff Cohen") (represented by Justice Law Corporation) filed a wage-and- hour class action lawsuit in the Superior Court of California, County of Orange, alleging violation of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code section 17200 (Case No. 30-2024-01409266-CU-OE-CXC).

After engaging in discovery, investigations, and negotiation, on January 9, 2025 the Parties remotely attended mediation with the mediator Paul Grossman, resulting in the Parties reaching a tentative global settlement.

In line with the settlement, Plaintiff Gonzales dismissed all of her causes of action other than the PAGA cause of action.

The Court has not made any determination as to whether the claims asserted by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. *Am I A Class Member?*

You are a Class Member if you are a current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the time period from June 24, 2020, through April 9, 2025.

4. *How Does This Class Action Settlement Work?*

In this Class Action, Plaintiffs sued on behalf of themselves and all other similarly situated current or former hourly-paid or non-exempt employees of Defendant within the State of California during the Class Period. Plaintiffs and these other current and former employees comprise a potential “Class” and are “Class Members”. The settlement of this Class Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe that the Settlement is fair and reasonable. The Court must review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents that explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiffs’ counsel (“Class Counsel”), whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Defendant
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Shelby Miner 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259 LURTZ LEGAL, P.C. Marshall R. Lurtz 3511 Camino Del Rio South, Suite 101 San Diego, California 92108 Telephone: (619) 636-7136	STRADLING YOCCA CARLSON & RAUTH LLP Shane P. Criqui Connor Kridle 660 Newport Center Drive, Suite 1600 Newport Beach, California 92660-6422 Telephone: (949) 725-4000 Facsimile: (949) 725-4100

The Court has decided Justice Law Corporation is qualified to represent you and all other Class Members simultaneously with respect to the Settlement. Class Counsel is working on behalf of the Class, including you. If you want independent legal advice from a different attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below, and explained in more detail in this Notice. **Important Note: Defendant will take no action for or against you, including no retaliatory action with respect to your employment if you are a current employee, for your decision to participate or not participate in this Settlement.**

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become a participating member of the Class in this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as an hourly-paid or non-exempt employee of Defendant within the State of California during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below. Class Members who do not submit a valid and timely request to exclude themselves from the Settlement are known as “Participating Class Members”.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out”, which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. If you do “opt out”, you will still receive a portion of the PAGA Payment (defined below), if eligible. Moreover, your right to pursue a PAGA lawsuit based on the claims released as part of the PAGA Released Claims will be extinguished, regardless of whether you opt out. The Court shall have the final say over the determination of the validity of the request for exclusion.
- **OBJECT:** You may file an objection to the Settlement. You have the right to appear at the Final Approval Hearing to orally object to the Settlement. If you would like to object, you may not opt out of this Settlement. If you submit both an Exclusion Form and objection to the Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first attempt to contact you to determine if you intended to submit only the Exclusion Form or objection. If the Settlement Administrator is unable to contact you within ten (10) calendar days of receiving both the Exclusion Form and objection or you fail to respond to the Settlement Administrator within ten (10) calendar days of being contacted, then only the Exclusion Form will be deemed valid. Your objection will be deemed invalid, and you will no longer be considered a Class Member, will not receive your Individual Settlement Share, and will not be bound by the Released Claims. You will still receive your portion of the PAGA Payment, if eligible, and your right to pursue a PAGA claim arising from the applicable time period will be extinguished.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement?” and “How Do I Object To The Settlement?”

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not wish to participate in the Settlement, you may be excluded from the Settlement by sending a timely exclusion form. The Request for Exclusion Form (“Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose. Alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the Released Claims set forth in Section 9. The Exclusion Form must be signed, dated, and mailed by first-class U.S. Mail, postmarked no later than [REDACTED] to: **DESTINATION PET OF CALIFORNIA, INC AND DESTINATION PET, LLC C/O [SETTLEMENT ADMINISTRATOR] [ADDRESS]**. You cannot exclude yourself by phone.

Eligible Aggrieved Employees May Not Opt Out of the PAGA Portion of the Settlement. You do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Settlement, which releases the PAGA Released Claims. If you submit a valid and timely request for exclusion, you will still receive your share of the PAGA Payment, if eligible, and will release the PAGA Released Claims.

If you receive a remailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional forty-five (45) calendar days from [REDACTED] to postmark an Exclusion Form. The envelope should indicate whether the Class Notice has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, if the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form. The Exclusion Form shall unambiguously state that the Class Member wishes to exclude himself or herself from the Settlement and must also: (1) include the Class Member’s name, address, and the last four digits of the Class Member’s Social Security number; (2) be addressed to the Settlement Administrator at the specified address; (3) be signed by the Class Member or his or her lawful representative; and (4) be postmarked no later than the Response Deadline. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Class Action if the Settlement receives final approval from the Court.

You are responsible for ensuring the Settlement Administrator receives any Exclusion Form you submit. The Court shall have the final say over the determination of the validity of the request for exclusion.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing an objection to the Settlement Administrator at [REDACTED] by [REDACTED]. The objection must: (1) be signed by the objecting Class Member or his or her lawful representative; (2) include the objecting Class Member’s full name, address, telephone number, and the last four digits of the Class Member’s Social Security number, as well as the name and address of counsel, if any; (3) include the words “Notice of Objection” or “Formal Objection;” (4) state the case name and case number; (5) provide a concise, factual written statement of the Class Member’s reasons for objecting; and (6) include a statement indicating whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing. If you receive a remailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional forty-five (45) calendar days from [REDACTED] to postmark an objection. The envelope should indicate whether the Class Notice has been forwarded or remailed.

Class Members may appear at the Final Approval Hearing (but are not required to), either in person or through their own counsel, at the Class Member's own expense, and may orally object to the Settlement. Class Members' valid and timely written objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. Class Members are permitted to make objections without a showing of good cause at the Final Approval Hearing, in person or through counsel, whether or not they submit a written objection.

Absent good cause found by the Court, Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. If the Court rejects the objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant and its parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees), employees, and stockholders ("Released Parties"). The Released Claims are as follows:

A. Released Claims.

As of the Effective Date and upon fulfillment of Defendant's payment obligations set forth in the Settlement Agreement, the claims that Plaintiffs and Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are defined as any and all causes of action that were alleged or which could have been alleged in the Action based on the facts and allegations pleaded in the Complaint in the Action. This includes: (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal breaks and pay applicable premium wages; (4) failure to provide rest breaks and pay applicable premium wages; (5) failure to provide accurate wage statements; (6) failure to timely pay final wages during employment and at separation; (7) failure to maintain accurate payroll records; (8) failure to reimburse business-related expenses; and (9) unfair business practices. The Released Parties shall be entitled to a release of the Released Claims which occurred only during the Class Period and during such time that the Participating Class Member was classified as hourly-paid and/or non-exempt. The Released Claims exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while an employee was classified as exempt, and claims outside of the Class Period.

B. PAGA Released Claims.

As of the Effective Date and upon fulfillment of Defendant's payment obligations set forth herein, the claims that Plaintiffs, on behalf of the LWDA and Eligible Aggrieved Employees, are releasing in exchange for the consideration provided for by this Agreement are defined as any and all causes of action for civil penalties pursuant to PAGA that were alleged or which could have been alleged in the Action based on the facts and allegations pleaded in the Complaint in the Action and the notice letter to the LWDA. This includes all claims for civil penalties based upon or arising out of Defendant's alleged: (1) failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal breaks and pay applicable premium wages; (4) failure to provide rest breaks and pay applicable premium wages; (5) failure to provide accurate wage statements; (6) failure to timely pay final wages during employment and at separation; (7) failure to maintain accurate payroll records; (8) failure to reimburse business-related expenses; and (9) claims for civil penalties arising under or based upon alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d),

1194, 1197, 1197.1, 1198, 2800, and 2802, and/or those arising under applicable Industrial Welfare Commission Wage Orders. The Released Parties shall be entitled to a release of the PAGA Released Claims which occurred only during the PAGA Period and during such time that the Eligible Aggrieved Employee was classified as hourly-paid and/or non-exempt.

C. Effective Date.

The Effective Date means the date when the Court enters the order granting final approval. If an objection is made but no appeal is filed and the objection is overruled, then the Effective Date will be the date on which the time to file an appeal is exhausted. If an appeal is filed, but the settlement is upheld on appeal, then the Effective Date will be the date the final judgment becomes final and the time to file an appeal has been exhausted.

10. How Much Can I Expect to Receive From This Settlement?

The fixed total non-reversionary amount Defendant shall be required to pay under the Settlement shall be up to \$1,060,000 (“Gross Settlement Amount” or “GSA”). The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount available for distribution to Participating Class Members after the deduction of:

- (1) Attorney Fee Award not to exceed thirty-five percent (35%) of the Gross Settlement Amount paid to Class Counsel as attorneys’ fees; and
- (2) Cost Award not to exceed \$35,000 paid to Class Counsel as litigation costs. These payments are each subject to court approval;
- (3) Class Representative Enhancement Payments to each Plaintiff not to exceed \$7,500 (totaling \$15,000) in recognition of the work and efforts in obtaining benefits for the Class, for undertaking the risk of paying litigation costs in the event the Class Action had not successfully resolved, and general release of all claims;
- (4) Administration Costs to the Settlement Administrator in a sum not to exceed \$10,500; and
- (5) PAGA Payment of \$60,000 paid to the LWDA and Eligible Aggrieved Employees.

After the above deductions, the remaining Net Settlement Amount will be proportionately distributed among all Participating Class Members by the Settlement Administrator. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is calculated as follows: (1) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period; and (2) multiplying the result by each Participating Class Member’s workweeks during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until the time during which Class Members may object to or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on Defendant’s records that show you worked [REDACTED] workweeks during the Class Period.

If you believe that the number of eligible workweeks is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. If you receive a remailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional forty-five (45) calendar days from [REDACTED] to postmark a dispute. The envelope should indicate whether the Class Notice has been forwarded or remailed. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of eligible workweeks

with which you should be credited. The Court will have the right to review the Settlement Administrator's decision and will make the final determination. In other words, the Court will resolve any workweek disputes not otherwise resolved by the Settlement Administrator and the Parties.

Twenty percent (20%) of your Individual Settlement Share will be treated as wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. Eighty percent (80%) of your Individual Settlement Share will be treated as interest and penalties, and you will be paid pursuant to an IRS Form 1099. Defendant's share of employer payroll taxes will be paid by Defendant separate from and in addition to the Gross Settlement Amount.

Within fourteen (14) calendar days after the Effective Date (defined in section 9(c) above), Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund created and maintained by the Settlement Administrator. Within fourteen (14) calendar days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement, including your settlement checks.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

11. What is the PAGA Payment and Am I Eligible for it?

Under the terms of the Settlement, \$60,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (\$45,000) will be sent to the LWDA as required by the PAGA statute. Eligible Aggrieved Employees will share the remaining twenty-five percent (25%) of the PAGA Payment (\$15,000) based on the number of pay periods they worked during the PAGA Period.

You are an aggrieved employee eligible to recover settlement funds from the PAGA Payment ("Eligible Aggrieved Employee") if you are a current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the time period from July 3, 2022, through April 9, 2025.

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the PAGA Payment allocated to the Eligible Aggrieved Employees, which will be based upon the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Period. Each individual share will be calculated as follows: (1) dividing the twenty-five percent (25%) share of PAGA Payment (\$15,000) by the total number of pay periods worked by all Eligible Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each Eligible Aggrieved Employee's pay periods during the PAGA Period.

Based on the total number of pay periods during the PAGA Period during which you were employed, your Individual Settlement Share from the PAGA Payment is \$[REDACTED]. This is based on Defendant's records that show you worked [REDACTED] pay periods during the PAGA Period. One hundred percent (100%) of this payment will be considered penalties and shall be reported by IRS Form 1099. You are responsible for paying any federal, state, or local taxes owed because of this payment.

If you believe that the number of pay periods with which you have been credited is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. If you receive a remailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional forty-five (45) calendar days from [REDACTED] to postmark a dispute. The envelope should indicate whether the Class Notice has been forwarded or remailed. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of pay periods with which you should be credited. The Court will have the right to review the Settlement Administrator's decision and will make the final determination. In other words, the Court will resolve any pay period disputes not otherwise resolved by the Settlement Administrator and the Parties.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the Settlement if the Court gives final approval.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

12. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount as the Attorney Fee Award and an amount not to exceed \$35,000 as the Cost Award.

Defendant's costs and attorneys' fees are not paid out of the Settlement.

As set forth in Section No. 10 above, Plaintiffs will also be paid the Class Representative Enhancement Payments, subject to the Court's approval.

13. *Final Approval Hearing*

The Court will hold a Final Approval Hearing concerning the Settlement on [REDACTED] at [REDACTED] a.m./p.m. before Honorable [REDACTED] in Department [REDACTED] at the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. You are not required to appear at this hearing. Any changes to the hearing date will be available on the Settlement Administrator's website [REDACTED]. The Settlement Administrator will also post the Complaint, Settlement Agreement, Notice Packet, Order for Preliminary Approval, Order for Final Approval, and Final Judgment on website set forth above.

Pursuant to the Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h), the Court shall retain continuing jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

This Notice does not contain all the terms of the Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Superior Court of California, County of Orange, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 between 8:30 a.m. and 4:00 p.m. or by visiting <https://www.occourts.org/> and clicking on the "Online Services" tab, then the "Case Access" subtab, then the link for "Civil Case & Document Access". Once at this screen, you must read the "Information Disclaimer" and click on "Accept Terms". Next, you must input the Case No. "30-2023-01353632-CU-OE-CXC", the year the case was filed, which is "2023", confirm that you are not a robot, and click "Search". Next, click on the "Register of Actions" tab and scroll down to the document containing the full Settlement as an

exhibit titled [REDACTED] and filed by Plaintiffs on [REDACTED]. Click on the blank box next to this document and then click on the “Cart” tab. Finally, click on “Checkout” to purchase the document.

You may contact Class Counsel by visiting Justice Law Corporation at 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 during regular business hours, from 9:00 a.m. to 6:00 p.m., or by calling (818) 230-7502. Class Counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel or Defendant’s counsel, both listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the “Destination Pet of California, Inc. and Destination Pet, LLC Class Action Settlement”.

PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B

REQUEST FOR EXCLUSION FORM

Superior Court of California, County of Orange

Gonzales v. Destination Pet of California, Inc., et al.

Case No. 30-2023-01353632-CU-OE-CXC

(Consolidated with Case No. 30-2024-01409266-CU-OE-CXC)

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED WITHIN [REDACTED]. IT MUST BE SENT VIA REGULAR U.S. MAIL.

PLEASE MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:

**DESTINATION PET OF CALIFORNIA, INC AND DESTINATION PET, LLC C/O
[SETTLEMENT ADMINISTRATOR]
[ADDRESS]**

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE AND NOT TO BE INCLUDED AS A PARTICIPATING CLASS MEMBER IN THE CLASS ACTION SETTLEMENT. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT EXCEPT MY PORTION OF THE CIVIL PENALTIES ALLOCATED TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, SETTLEMENT, IF ELIGIBLE.

I UNDERSTAND THAT IF I ELECT TO OPT OUT OF THIS CLASS ACTION SETTLEMENT, ANY CLAIMS I HAVE WILL NOT BE RELEASED; EXCEPT THAT EVEN IF I ELECT TO OPT OUT, I UNDERSTAND THAT I CANNOT PURSUE A PAGA LAWSUIT BASED ON THE CLAIMS RELEASED AS A PART OF THE PAGA RELEASED CLAIMS AGAINST THE RELEASED PARTIES.

I confirm that I am a current or former hourly-paid or non-exempt employee of Defendants Destination Pet of California, Inc. or Destination Pet, LLC within the State of California at any time during the time period from June 24, 2020, through April 9, 2025. I confirm that I have received and reviewed the Notice of Class Action Settlement in this Class Action. I have decided to be excluded from the Class, and I have decided **not** to participate in the proposed settlement of the class claims.

Dated: _____

(Signature)

(Last four digits of Social Security number)

(Type or print name and former name(s))

(Telephone number)

(Address)

(Address continued)

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jsampson@justicelawcorp.com

On October 30, 2025, I served the foregoing document described as

**AMENDED ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT
AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT AND
CONSOLIDATING CASE NOS. 30-2024-01409266-CU-OE-CXC AND 30-2023-01353632-
CU-OE-CXC**

for the following cases: **Cohen v. Destination Pet of California, Inc., et al.,
Case No. 30-2024-01409266-CU-OE-CXC**

**(Related to: Gonzales v. Destination Pet of California, Inc., et al.,
Case No. 30-2023-01353632-CU-OE-CXC)**

LWDA/Court Case No.: **LWDA Case No.: CM-965919-23
Orange County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

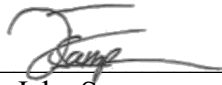
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on November 3, 2025, at Pasadena, California.



Jake Sampson