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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 Randall J. Sherman
Department CX-105

CLASS ACTION

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE, AND CONSOLIDATING
CASE NOS. 30-2024-01409266-CU-OE-CXC
AND 30-2023-01353632-CU-OE-CXC;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Declarations of Proposed Class Counsel (Douglas
Han and Marshall Lurtz); Declaration of Jodey
Lawrence; and [Proposed] Order filed concurrently
herewith]

Hearing Date: July 18, 2025
Hearing Time: 10:00 a.m.
Hearing Place: Department CX-105

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

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

Plaintiff,

v.

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

Defendants.

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

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Attorneys for Plaintiff Adela Gonzales

1 **PLEASE TAKE NOTICE** that on July 18, 2025 at 10:00 a.m. or as soon as the matter
2 may be heard, before the Honorable Randall J. Sherman in Department CX-105 of the Orange
3 County Superior Court located at 751 West Santa Ana Boulevard, Santa Ana, California 92701,
4 Plaintiffs Hannah Cohen and Adela Gonzales (“Plaintiffs,” “Plaintiff Cohen,” and “Plaintiff
5 Gonzales”) will and hereby does move for an order:

- 6 • Granting Preliminary Approval of the proposed class action settlement described
7 herein and as set forth in the Joint Stipulation of Class Action and PAGA
8 Settlement (“Settlement Agreement,” “Settlement,” or “Agreement”), attached as
9 **Exhibit 2** to the Declaration of Douglas Han, including, and not limited to, the
10 means of allocation and distribution of funds;
- 11 • Conditionally certifying the proposed Class for settlement purposes only;
- 12 • Appointing Plaintiffs as the class representatives;
- 13 • Appointing Justice Law Corporation as Class Counsel;
- 14 • Approving the proposed Notice of Class Action and PAGA Settlement (“Class
15 Notice”) attached as **Exhibit A** to the [Proposed] Order Preliminarily Approving
16 Class Action Settlement and Settlement Agreement;
- 17 • Approving the proposed Request for Exclusion Form (“Exclusion Form”) attached
18 as **Exhibit B** to the [Proposed] Order Preliminarily Approving Class Action
19 Settlement and Settlement Agreement;
- 20 • Directing the mailing of the proposed Class Notice and Exclusion Form
21 (collectively, known as the “Notice Packet”) with a postage-paid return envelope
22 to the proposed Class;
- 23 • Approving the proposed deadlines for the notice and settlement administration
24 process;
- 25 • Approving Phoenix Class Action Administration Solutions as the Settlement
26 Administrator; and

27 ///

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- Scheduling a hearing to consider whether to grant Final Approval of the Settlement Agreement, at which time the Court will also consider whether to grant Final Approval of the requests for the Attorney Fee Award, Cost Award, Class Representative Enhancement Payments, Administration Costs, and Private Attorneys General Act of 2004 (“PAGA”) Payment.

This motion is based upon the following memorandum of points and authorities; Declarations of Proposed Class Counsel (Douglas Han and Marshall Lurtz); Declaration of Jodey Lawrence; [Proposed] Order filed concurrently with this motion; pleadings and other records on file with the Court in this matter; and such documentary evidence and oral argument as may be presented at the hearing on this motion.

Dated: March 28, 2025

JUSTICE LAW CORPORATION

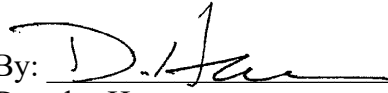
By: 
Douglas Han
Attorneys for Plaintiffs

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a fixed total non-reversionary proposed wage-
3 and-hour class action settlement by Plaintiffs on behalf of themselves and all current and former
4 hourly-paid or non-exempt employees of Defendants Destination Pet of California, Inc. and
5 Destination Pet, LLC (“Defendant”) within the State of California at any time during the time
6 period from June 24, 2020, through April 9, 2025 (“Class,” “Class Members,” and “Class
7 Period”). As of January 9, 2025, the number of Class Members confirmed by Defendant is
8 estimated to be four hundred nine (409). (Declaration of Douglas Han In Support of Motion For
9 Preliminary Approval of Class Action Settlement (“Han Decl.”), ¶¶ 8, 9; Declaration of Marshall
10 Lurtz (“Lurtz Dec.”), ¶ 22.)

11 **II. BACKGROUND**

12 On July 3, 2023, Plaintiff Gonzales (represented by Lurtz Legal P.C.) provided written
13 notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant.
14 (Han Decl., *supra*, at ¶ 10, Exhibit 4; Lurtz Decl., *supra*, at ¶ 10.)

15 On September 25, 2023, Plaintiff Gonzales filed a wage-and-hour lawsuit in the Superior
16 Court of California, County of Orange, alleging seven (7) causes of action (Case No. 30-2023-
17 01353632-CU-OE-CXC) (“Gonzales Case”). (Han Decl., *supra*, at ¶ 11; Lurtz Decl., *supra*, at ¶
18 11.)

19 On October 20, 2023, Plaintiff Gonzales filed a First Amended Complaint that added
20 claims under the Fair Employment & Housing Act, Government Code section 12900. (Han Decl.,
21 *supra*, at ¶ 12; Lurtz Decl., *supra*, at ¶ 12.)

22 On April 5, 2024, Plaintiff Gonzales provided an amended written notice to the LWDA
23 and Defendant. (Han Decl., *supra*, at ¶ 13, Exhibit 5; Lurtz Decl., *supra*, at ¶ 13.)

24 On June 24, 2024, Plaintiff Cohen (represented by Justice Law Corporation) filed a wage-
25 and- hour class action lawsuit in the Superior Court of California, County of Orange, alleging
26 eight (8) causes of action (Case No. 30-2024-01409266-CU-OE-CXC) (“Cohen Case”). (Han
27 Decl., *supra*, at ¶ 14; Lurtz Decl., *supra*, at ¶ 15.)

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1 After engaging in discovery, investigations, and negotiation, on January 9, 2025, the
2 Parties remotely attended mediation with the experienced mediator Paul Grossman that resulted
3 in a tentative global settlement via a mediator’s proposal. (Han Decl., *supra*, at ¶ 15; Lurtz Decl.,
4 *supra*, at ¶ 18.)

5 In line with the settlement, Plaintiff Gonzales dismissed all her causes of action other than
6 the PAGA cause of action. (Han Decl., *supra*, at ¶ 16; Lurtz Decl., *supra*, at ¶ 19.) Plaintiffs then
7 agreed to consolidate both the Cohen Case and Gonzales Case and designate the Cohen Case as
8 the lead case. (Han Decl., *supra*, at ¶ 17; Lurtz Decl., *supra*, at ¶ 19.) Plaintiffs originally
9 attempted to jointly file a Second Amended and Consolidated Class and Representative Action
10 Complaint, but these attempts were rejected by the Court for procedural reasons. (Han Decl.,
11 *supra*, at ¶ 17; Lurtz Decl., *supra*, at ¶ 19.)

12 **III. INVESTIGATION/ LITIGATION HISTORY**

13 **a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

14 Plaintiffs propounded special interrogatories and requests for production of documents,
15 and Defendant responded to the formal discovery requests. (Han Decl., *supra*, at ¶ 19.) The Parties
16 then met and conferred and agreed to engage in an informal exchange of information and
17 eventually remotely attended mediation. (Han Decl., *supra*, at ¶ 19; Lurtz Decl., *supra*, at ¶¶ 14,
18 16, 17.)

19 Prior to mediation, Defendant produced documents relating to its wage-and-hour policies,
20 practices, and procedures. (Han Decl., *supra*, at ¶ 20; Lurtz Decl., *supra*, at ¶¶ 14, 16, 17.)
21 Plaintiffs also reviewed time and pay records and information relating to the size and scope of the
22 Class. (Han Decl., *supra*, at ¶ 20; Lurtz Decl., *supra*, at ¶¶ 14, 16, 17.) Putative class members
23 were also located and interviewed to obtain a better understanding of the extent and frequency of
24 the alleged day-to-day violations. (Han Decl., *supra*, at ¶ 20; Lurtz Decl., *supra*, at ¶¶ 14, 16, 17.)

25 Based upon the information provided and interviews with putative class members,
26 Plaintiffs contend – and Defendant denies – that Defendant: (1) failed to provide employees with
27 legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) failed
28 to factor non-discretionary bonuses into employees’ regular rate of pay; (4) failed to reimburse

employees for necessary business expenses; (5) issued noncompliant wage statements; and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 22-29; Lurtz Decl., *supra*, at ¶ 23.)

b. The Parties Were Able to Reach an Agreement on Settlement of the Action

i. The Parties Attended Mediation Which Led to the Settlement

The Parties remotely attended mediation with the mediator. (Han Decl., *supra*, at ¶ 30; Lurtz Decl., *supra*, at ¶¶ 16, 18.) During the mediation, the Parties discussed the risks of continued litigation, likelihood of certification, and merits of the claims and defenses versus the benefits of settlement. (Han Decl., *supra*, at ¶ 30; Lurtz Decl., *supra*, at ¶¶ 16, 18.) Under the auspices of the mediator via a mediator's proposal, the Parties managed to negotiate a settlement, the terms of which were memorialized in the Settlement Agreement. (Han Decl., *supra*, at ¶ 30, Exhibits 2, 6; Lurtz Decl., *supra*, at ¶¶ 16, 18.)

ii. The Settlement Was Reached as a Result of Arm's-length Negotiations

The Settlement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 33; Lurtz Decl., *supra*, at ¶ 20.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (Han Decl., *supra*, at ¶ 33; Lurtz Decl., *supra*, at ¶ 20.) At the mediation, the Parties' counsel conducted extensive arm's-length settlement negotiations until an agreement was ultimately reached. (Han Decl., *supra*, at ¶ 33; Lurtz Decl., *supra*, at ¶ 20.)

Plaintiffs and Class Counsel believe in the merits of the case but also recognize the expense and length of additional proceedings necessary to continue the litigation. (Han Decl., *supra*, at ¶ 34; Lurtz Decl., *supra*, at ¶ 21.) Plaintiffs and Class Counsel have considered the uncertainty and risk of further litigation, potential outcome, and difficulties and delays inherent in such litigation. (Han Decl., *supra*, at ¶ 34; Lurtz Decl., *supra*, at ¶ 21.) Plaintiffs and Class Counsel believe the settlement set forth in the Settlement Agreement is a fair, adequate, and reasonable settlement and is in the best interests of the Class Members. (Han Decl., *supra*, at ¶ 34; Lurtz Decl., *supra*, at ¶ 21.)

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1 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

2 The Parties thoroughly investigated and evaluated the factual strengths and weaknesses
3 of the claims and defenses and engaged in sufficient investigation, research, and discovery. (Han
4 Decl., *supra*, at ¶ 35; Lurtz Decl., *supra*, at ¶ 21.) The Settlement Agreement was only possible
5 following significant investigation and evaluation of the relevant policies and procedures in place
6 and the data produced. (Han Decl., *supra*, at ¶ 35; Lurtz Decl., *supra*, at ¶ 21.) This information
7 permitted Class Counsel to engage in a comprehensive analysis of liability and potential damages.
8 (Han Decl., *supra*, at ¶ 35; Lurtz Decl., *supra*, at ¶ 21.) This case has reached the stage where the
9 Parties understand “the strength of the case; the reasonableness of the settlement in light of the
10 attendant risks of litigation, and in light of the best possible recovery” sufficient to support the
11 Settlement’s reasonableness, adequacy, and fairness. (Han Decl., *supra*, at ¶ 35; Lurtz Decl.,
12 *supra*, at ¶ 21; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

13 **c. Terms of the Proposed Settlement**

14 **i. Deductions from the Settlement**

15 The Parties agreed (subject to and contingent upon the Court’s approval) this case be
16 settled and compromised for a fixed total non-revisionary amount of \$1,060,000 (“Gross
17 Settlement Amount”), which includes: (1) Attorney Fee Award of up to \$371,000 (35% of the
18 Gross Settlement Amount); (2) Cost Award of up to \$35,000; (3) Class Representative
19 Enhancement Payment totaling \$15,000; (4) Administration Costs of up to \$10,500; and (e)
20 PAGA Payment of \$60,000. (Han Decl., *supra*, at ¶ 31; Lurtz Decl., *supra*, at ¶ 18.)

21 **ii. Calculation of the Individual Settlement Shares**

22 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
23 that \$568,500 (“Net Settlement Amount”) will be distributed to Participating Class Members,
24 resulting in a gross *average* Individual Settlement Share of \$1,389.98. (Han Decl., *supra*, at ¶ 32;
25 Lurtz Decl., *supra*, at ¶ 22.)

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1 Individual Settlement Shares will be calculated using the formula set forth in the
2 Settlement Agreement. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at § III(G)(1).) Eligible
3 Aggrieved Employees' portion of the PAGA Payment will be calculated using the formula set
4 forth in the Settlement Agreement. (*Id.* at § III(H)(6)(e).)

5 **iii. The Allocation of 20% to Wages and 80% to Penalties and Interest Is**
6 **Justified Under the Claims of this Action**

7 Individual Settlement Shares will be apportioned as follows: (1) twenty percent (20%) as
8 wages; and (2) eighty percent (80%) as penalties and interest. (Han Decl., *supra*, at ¶ 30; Exhibit
9 2, *supra*, at § III(G)(2).)

10 The allocation of wages, penalties, and interest indicated above was based on the realistic
11 exposure that Plaintiffs could expect to receive for meal and rest break premiums, unpaid wages,
12 and underpaid wages. (Han Decl., *supra*, at ¶ 54.) Plaintiffs added the realistic exposure for rest
13 break premiums and meal break premiums ($\$21,326.85 + \$149,062.38 = \$170,389.23$). (*Ibid.*)
14 Plaintiffs then added the $\$170,389.23$ to the low end realistic exposure for unpaid wages due to
15 off-the-clock work and underpaid overtime wages and sick leave ($\$170,389.23 + \$126,516.06 +$
16 $\$22,291.90 = \$319,197.19$). (*Ibid.*) The realistic exposure of $\$319,197.19$ that Plaintiffs can
17 expect to receive if they were to prevail at trial for meal and rest break premiums, low end unpaid
18 wages due to off-the-clock work, and underpaid overtime wages and sick leave represents about
19 eighteen percent (18.78%) of the low end total realistic exposure and PAGA penalties
20 ($\$319,197.19 \div \$1,699,568.18 = 0.18781 \times 100 = 18.78\%$). (*Ibid.*) Because this represents about
21 twenty percent (20%) of wages, it is appropriate to apportion twenty percent (20%) of the
22 Individual Settlement Share as wages and eighty percent (80%) of the Individual Settlement Share
23 as interest and penalties pursuant to the Settlement Agreement. (*Ibid.*)

24 **iv. Notice to the Class**

25 Within fourteen (14) calendar days after entry of the Preliminary Approval Order,
26 Defendant shall deliver to the Settlement Administrator the Class Data. (Han Decl., *supra*, at ¶
27 30; Exhibit 2, *supra*, at § III(J)(2)(a).) Afterwards, the Settlement Administrator will conduct a
28 National Change of Address Database search for all Class Members to obtain the most up-to-date

1 address information. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at § III(J)(2)(a).)

2 Within fourteen (14) calendar days after receiving the Class Data, the Settlement
3 Administrator will mail the Notice Packet with a translation to all identified Class Members via
4 first-class regular U.S. Mail, using the most current mailing address information available. (Han
5 Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at § III(J)(2)(b).)

6 **v. Distribution of Funds**

7 The Settlement will be funded and distributed in the manner and schedule set forth in the
8 Settlement Agreement. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at §§ III(H)(1), III(H)(2).)

9 Participating Class Members and Eligible Aggrieved Employees must cash or deposit
10 their settlement checks within one hundred eighty (180) calendar days after the checks are mailed
11 to them. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at § III(H)(4).) Uncashed settlement checks
12 will be paid to the California State Controller's Unclaimed Property Division. (*Ibid.*)

13 **vi. Release of Claims**

14 As of the Effective Date and upon the fulfillment of Defendant's payment obligations, all
15 Participating Class Members will be bound by a release of all claims and causes of action falling
16 under the Released Claims occurring during the Class Period. (Han Decl., *supra*, at ¶ 30; Exhibit
17 2, *supra*, at §§ I(II), III(K).)

18 As of the Effective Date and upon the fulfillment of Defendant's payment obligations, the
19 LWDA, and any other representative, proxy, or agent thereof, including Plaintiffs and Eligible
20 Aggrieved Employees, will be bound by a release of all claims and causes of action falling under
21 the PAGA Released Claims occurring during the PAGA Period. (Han Decl., *supra*, at ¶ 30;
22 Exhibit 2, *supra*, at §§ I(DD), III(L).) The PAGA Released Claims is effective regardless of
23 whether the Eligible Aggrieved Employee submits a valid and timely Exclusion Form. (*Ibid.*)

24 As of the Effective Date and upon the fulfillment of Defendant's payment obligations and
25 in exchange for the Class Representative Enhancement Payments to Plaintiffs in recognition of
26 the work and efforts in obtaining the benefits for the Class and undertaking the risk of paying
27 litigation costs if this matter had not successfully resolved, Plaintiffs provides a general release
28 of all claims for themselves and any spouse, heirs, successors and assigns. (Han Decl., *supra*, at

¶ 30; Exhibit 2, *supra*, at § III(M).) With respect to this General Release, Plaintiffs stipulate and agree that, as of the Effective Date, Plaintiffs shall be deemed to have knowingly expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Civil Code section 1542, or any other similar provision under federal or state law. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at § III(M).)

Regarding class action releases, “[A] court may release not only those claims alleged in the complaint and before the court, but also claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the complaint.” (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case are acceptable because they are limited to the scope of the allegations in the operative complaints. Moreover, the released claims are “based on the identical factual predicate as that underlying the claims in the settled class action.” (Ibid.) In other words, the released claims do not “go beyond the scope of the allegations in the operative complaint” (Ibid.)

d. Counsel for Both Parties Are Experienced in Similar Litigation

Counsel for both Parties are particularly experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7, Exhibit 1; Lurtz Decl., *supra*, at ¶¶ 4-8.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, advantages, and disadvantages of settlement versus trial, and viability of the defenses. (Han Decl., *supra*, at ¶¶ 2-7, Exhibit 1; Lurtz Decl., *supra*, at ¶¶ 4-8.) Class Counsel’s experience guided their determination to endorse the Settlement Agreement.¹ (Han Decl., *supra*, at ¶¶ 2-7, Exhibit 1; Lurtz Decl., *supra*, at ¶¶ 4-8.)

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¹ The final factor mentioned in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794 – the number of objectors – is not determinable until the Notice Packet has been provided to the Class Members, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval of Class Action Settlement.

1 **IV. ARGUMENT**

2 **a. Class Action Settlements Are Subject to Court Review**

3 Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before
4 final approval, the court must conduct an inquiry into the fairness of the proposed settlement.”
5 (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary
6 approval of class settlements:

- 7 (a) A settlement or compromise of an entire class action, or a cause of action in
8 a class action, or as to a party, requires the approval of the court after
9 hearing.
10 ...
11 (c) Any party to a settlement agreement may serve and file a written notice of
12 motion for preliminary approval of the settlement. The settlement
13 agreement and proposed notice to class members must be filed with the
14 motion, and the proposed order must be lodged with the motion.

15 Courts have discretion to approve settlements that are fair, not collusive, and consider
16 “all the normal perils of litigation as well as the additional uncertainties inherent in complex
17 class actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert.
18 den. *sub nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

19 **b. The Proposed Settlement Is a Reasonable Compromise of Claims**

20 Understanding the amount in controversy is an important factor if settlement “of the class
21 members’ claims is reasonable in light of the strengths and weaknesses of the claims and the risks
22 of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129;
23 see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.)
24 The most important factor is “the strength of the case for plaintiffs on the merits, balanced
25 against the amount offered in settlement.”” (*Kullar*, at p. 130; see also *Munoz*, at p. 409.)

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28 ² The California Supreme Court authorized California’s trial courts to use Federal Rule 23
and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court*
(1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where
appropriate, the Parties Federal Rule 23 and federal case law in addition to California law.

1 *Kullar* instructs the court is not to “decide the merits of the case or to substitute its
2 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker*
3 *Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the
4 maximum sum the class could recover if the plaintiff prevailed on all claims, provided there is a
5 record allowing “an understanding of the amount that is in controversy and the realistic range of
6 outcomes of the litigation.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186
7 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith under
8 Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is
9 within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

10 **i. The Settlement Amount of \$1,060,000 Is Fair and Reasonable**

11 The Settlement was only possible following significant investigation and evaluation of the
12 relevant policies and procedures and the data produced for the putative class, as referenced in
13 Section III(b) above, permitting Class Counsel to engage in a comprehensive analysis of liability
14 and potential damages. (Han Decl., *supra*, at ¶ 35; Lurtz Decl., *supra*, at ¶ 21.)

15 This investigation and evaluation informed the central theories of liability that are
16 predicated on the alleged: (1) failure to pay overtime wages; (2) failure to provide meal and rest
17 breaks and pay applicable premiums; (3) failure to pay minimum wages; (4) failure to timely pay
18 wages; (5) failure to issue compliant wage statements; (6) failure to reimburse business expenses;
19 (7) violation of PAGA; and (8) violation of Business & Professions Code sections 17200. (Han
20 Decl., *supra*, at ¶ 36.) Defendant vehemently denies the theories of liability. (Han Decl., *supra*,
21 at ¶ 37; Lurtz Decl., *supra*, at ¶ 23.)

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1 Although Plaintiffs believe the case is suitable for certification, uncertainties with respect
2 to certification are always present. (Han Decl., *supra*, at ¶ 38.) As the California Supreme Court
3 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
4 a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug Stores,*
5 *Inc.* have reached different conclusions concerning certification of wage-and-hour claims.³ (Han
6 Decl., *supra*, at ¶ 38.) These factors led to discounting the calculations of the potential damages.

7 **ii. The PAGA Payment of \$60,000 Is Reasonable**

8 The provisions of the Labor Code potentially triggering PAGA penalties include, but are
9 not limited to, Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.3, 226.7, 510, 512(a),
10 1102.5, 1174(d), 1194, 1197, 1197.1, 1198, 1391, 2802, and 2810.5. (Han Decl., *supra*, at ¶ 47.)
11 Defendant asserted, regardless of the results of the underlying causes of action, PAGA penalties
12 are not mandatory but permissive and discretionary. (*Ibid.*) Defendant maintained it had a strong
13 argument it would be unjust to award maximum PAGA penalties given the law's unsettled state.
14 (Han Decl., *supra*, at ¶ 47; *Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112
15 [reducing penalties by 30% under this authority].) Without stacking and limited to the initial
16 violation, the PAGA penalties would be limited to **\$37,500** (375 employees x \$100 initial
17 violation) on the low end and **\$262,500** (375 employees x \$100 initial violation x 7 theories of
18 recovery) on the high end. (Han Decl., *supra*, at ¶¶ 48-51.)

19 Plaintiffs also recognized the risk that any PAGA award could be reduced. (Han Decl.,
20 *supra*, at ¶ 52.) Many of the causes of action brought were duplicative of the statutory claims.
21 (*Ibid.*) The maximum penalties for each pay period are likely not justified, and it was arguable
22 the Court would award the maximum penalties. (*Ibid.*) Thus, allocating \$60,000 to PAGA civil
23 penalties was reasonable given that Defendant is paying an additional \$1,000,000 in the class
24 settlement. (*Ibid.*) When PAGA penalties are negotiated in good faith and "there is no indication

25 _____
26 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
27 of class claiming misclassification and ordering summary adjudication in favor of employees],
28 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2*
(2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006)
141 Cal.App.4th 1422 [affirming denial of certification].)

that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are generally considered reasonable.⁴ (*Ibid.*)

Considering Defendant’s defenses, supporting evidence, and position that the case is not suitable for class treatment, the settlement amount is reasonable, adequate, and fair.

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$3,475,443.13** on the low end and **\$3,728,609.77** on the high end. (Han Decl., *supra*, at ¶ 53.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$152,334.67	65%	60%	\$21,326.85
Meal Break Premiums	\$736,110.54	55%	55%	\$149,062.38
Overtime/Minimum Wage: Off-the-Clock Work	\$506,064.24 to \$759,230.88	50%	50%	\$126,516.06 to \$189,807.72
Regular Rate	\$66,050.08	25%	55%	\$22,291.90
Unreimbursed Business Expenses	\$144,620	25%	75%	\$27,116.25
Wage Statement Penalty	\$768,750	45%	45%	\$232,546.88
Waiting Time Penalty	\$1,101,513.60	45%	45%	\$333,207.86
MAXIMUM TOTAL EXPOSURE	\$3,475,443.13 to \$3,728,609.77⁵			\$912,068.18 to \$975,359.84⁶

Based on this analysis, the realistic recovery is **\$912,068.18** on the low end and **\$975,359.84** on the high end. (Han Decl., *supra*, at ¶ 62.) The Gross Settlement Amount is about twenty-eight percent (28.43%) of the maximum potential exposure and around one hundred eight percent (108.68%) maximum realistic exposure, which is an excellent settlement. (*Ibid.*)

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⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009 U.S.Dist.LEXIS 33900, at *24; see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims”).)

⁵ (Han Decl., *supra*, at ¶¶ 39-46.)

⁶ (*Id.* at ¶¶ 55-61.)

1 The only question at preliminary approval is whether the settlement is within the range of
2 possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979)
3 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The
4 fact that a proposed settlement may only amount to a fraction of the potential recovery does not,
5 in and of itself, mean that the proposed settlement is grossly inadequate and should be
6 disapproved.” (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v.*
7 *Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of
8 outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
9 settlements. The proposed settlement is not to be judged against a hypothetical or speculative
10 measure of what might have been achieved by the negotiators”). Nevertheless, this settlement is
11 in line with the realistic exposure if Plaintiffs had prevailed at trial and provides significant
12 recovery for the Class Members.

13 **d. Conditional Certification of the Class Is Appropriate**

14 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one
15 of a common or general interest, of many persons, or when the parties are numerous, and it is
16 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
17 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies “both [1]
18 an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

19 The Class is ascertainable and numerous as to make it impracticable to join all Class
20 Members, and there are common questions of law and fact that predominate over any questions
21 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 63.) Plaintiffs contend that, as
22 former hourly-paid, non-exempt employees of Defendant, their claims are typical of the claims
23 of the Class, and Class Counsel will fairly and adequately protect the interests of the Class. (*Ibid.*)
24 Plaintiffs also assert that the prosecution of separate actions by individual Class Members would
25 create the risk of inconsistent or varying adjudications, and a class action is superior to other
26 available means for the fair and efficient adjudication of the case. (*Ibid.*)

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28 ///

1 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

2 “Ascertainability is required in order to give notice to putative class members as to whom
3 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
4 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
5 by describing a set of common characteristics sufficient to allow a member of that group to
6 identify himself or herself as having a right to recover based on the description.” (*Bartold v.*
7 *Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be
8 sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

9 This case involves about four hundred nine (409) Class Members, meaning the Class is
10 sufficiently numerous. (Han Decl., *supra*, at ¶ 64; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169
11 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former
12 employees” is sufficiently numerous].).)

13 **ii. The Class Members Share a Well-defined Community of Interest**

14 The community of interest requirement “embodies three factors: (1) predominant common
15 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
16 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
17 *Superior Court*, *supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
18 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
19 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692
20 (emphasis in original).) Rather, courts focus on the defendant’s internal policies and “pattern and
21 practice . . . in order to assess whether that common behavior toward similarly situated plaintiffs
22 renders class certification appropriate.” (*Ibid.*)

23 **1. Common Issues Predominate**

24 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
25 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
26 *Department of Developmental Services*, *supra*, 155 Cal.App.4th at p. 690.) In other words, courts
27 determine whether the elements necessary to establish liability are susceptible to common proof,
28 even if the class members must individually prove their damages.

(*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.* (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court certified class of dancers on state law claims].)

Plaintiffs assert common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 65.) Plaintiffs contend that all Class Members were subject to the same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

2. Plaintiffs' Claims Are Typical of the Class Claims

Typical claims rely on legal theories and facts that are substantially like those of other class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Plaintiffs are former employees of Defendant and allege that they and the Class were employed by the same company and injured by the common policies and practices related to the claims described above. (Han Decl., *supra*, at ¶ 66.) Plaintiffs seek relief for these claims and derivative claims on behalf of the Class. (*Ibid.*) Plaintiffs' claims arise from the same employment practices and are based on the same legal theories as those applicable to the Class. (*Ibid.*)

3. Plaintiffs Are Adequate to Represent the Class

Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 67.) Plaintiffs have conducted themselves diligently and responsibly in representing the Class, understand the fiduciary obligations, and have actively participated in the prosecution of this case. (*Ibid.*) Plaintiffs have spent time in meetings and conferences with Class Counsel to provide Class Counsel with a complete understanding of the work environment and requirements. (*Ibid.*) Plaintiffs have no interest averse to the interests of the Class Members. (*Ibid.*)

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1 **4. Class Action Is Superior for the Fair and Efficient**
2 **Adjudication of this Controversy**

3 A class action is superior to other available means for the fair and efficient adjudication
4 of this controversy. Plaintiffs contend that the joinder of all Class Members is impractical and
5 that class treatment will permit many similarly situated persons to prosecute their common claims
6 for settlement purposes simultaneously in a single forum without the duplication of effort and
7 expense numerous individual actions would necessitate. Because some Class Members may still
8 be current employees, Plaintiffs believe that fear of retaliation further supports the superiority of
9 class-wide relief as this fear often discourages current employees from seeking legal redress.

10 **e. The Settlement Is Fair, Reasonable, and Adequate**

11 In deciding to approve a proposed class action settlement under Code of Civil Procedure
12 section 382, the Court must find a proposed settlement is “fair, adequate and reasonable.” (*Dunk*
13 *v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801.) A proposed class action settlement is
14 presumed fair under the following: (1) parties reached settlement after arm’s-length negotiations;
15 (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently;
16 (3) counsel is experienced in similar litigation; and (4) percentage of objectors is small. (*Id.* at p.
17 1802.) All these elements are present here.

18 **f. Notice to Class Members Complies with Rules of Court, Rule 3.769(f)**

19 Rules of Court, rule 3.769(f), provides:

20 If the court has certified the action as a class action, notice of the final approval
21 hearing must be given to class members in the manner specified by the court. The
22 notice must contain an explanation of the proposed settlement and procedures for
23 class members to follow in filing written objections to it and in arranging to appear
24 at the settlement hearing and state any objections to the proposed settlement.

25 The Notice Packet meets all these requirements. The Notice Packet advises the Class
26 Members of their right to participate in the Settlement, how and when to object to or request
27 exclusion from the Settlement, and date, time, and location of the Final Approval Hearing.

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V. CONSOLIDATING THE COHEN CASE AND GONZALES CASE

Code of Civil Procedure section 1048 provides:

When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay.

Pursuant to Defendant's Notice of Related Cases, on January 29, 2025, Judge Lon F. Hurwitz of Department CX-103 issued a Minute Order that indicated that both the Gonzales Case and Cohen Case are related. (Han Decl., *supra*, at ¶ 73.) The Minute Order further ordered that the Cohen Case be removed from the inventory of Lon F. Hurwitz in Department CX-103 and be reassigned to the inventory of Judge Melissa R. McCormick of Department CX-104. (*Ibid.*)

On February 6, 2025, Plaintiff Cohen filed a preemptory challenge under Code of Civil Procedure section 170.6 as to Judge Melissa R. McCormick. (Han Decl., *supra*, at ¶ 74.) The Court issued a Minute Order on February 11, 2025 that indicated that the Cohen Case has been reassigned to Judge Randall J. Sherman of Department CX-105. (*Ibid.*)

Since the Cohen Case and Gonzales have been deemed to be related cases and are a part of the same mediation and settlement, they need to be heard by the same judge in the same department to facilitate the settlement process pursuant to the Settlement Agreement. (Han Decl., *supra*, at ¶ 75.) Since Plaintiff Cohen filed a preemptory challenge against Judge Melissa R. McCormick, the Cohen Case cannot be heard by Judge Melissa J. McCormick in Department CX-104. (*Ibid.*) Thus, under Code of Civil Procedure section 1048, the Parties are formally asking the Court to consolidate the Cohen Case and Gonzales Case and designate the Cohen Case as the lead case to facilitate the settlement process and to avoid unnecessary costs or delay. (*Ibid.*)

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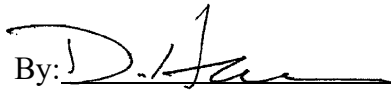
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1 **VI. CONCLUSION**

2 Plaintiffs submit that the Settlement Agreement is in the best interests of the Class. Under
3 the applicable class action criteria and guidelines, the Settlement Agreement should be
4 preliminarily approved by the Court, Class should be conditionally certified for purposes of
5 settlement only, and Notice Packet should be approved.

6
7 Dated: March 28, 2025

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
10 *Attorneys for Plaintiffs*

**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 shanneyan@justicelawcorp.com

On March 28, 2025, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE, AND CONSOLIDATING CASE NOS. 30-2024-01409266-CU-OE-CXC AND 30-2023-01353632-CU-OE-CXC; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following cases: **Gonzales v. Destination Pet of California, Inc., et al.,
Case No. 30-2023-01353632-CU-OE-CXC**

**(Related to: Cohen v. Destination Pet of California, Inc., et al.,
Case No. 30-2024-01409266-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 March 28, 2025, at Pasadena, California.



Sophia Hanneyan