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Attorneys for Plaintiff Adela Gonzales

**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

**AMENDMENT TO THE JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

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

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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

1 SHANE P. CRIQUI (SBN 259045)
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4 660 Newport Center Drive, Suite 1600
5 Newport Beach, CA 92660-6422
6 Telephone: (949) 725-4000
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8 *Attorneys for Defendants*

1 This Amendment to the Joint Stipulation of Class Action and PAGA Settlement is
2 entered into by Plaintiffs Hannah Cohen and Adela Gonzales ("Plaintiff") on their own behalf
3 and on behalf of all members of the Class on the one hand and Defendants Destination Pet of
4 California, Inc. and Destination Pet, LLC ("Defendant") on the other.

5 **RECITALS**

6 1. On February 20, 2025, the Parties fully executed the Joint Stipulation of Class
7 Action and PAGA Settlement ("Settlement Agreement") representing the long-form agreement
8 submitted to the Court for approval.

9 2. On March 28, 2025, Plaintiff submitted the Settlement Agreement to the Court
10 for approval, which was set for hearing on July 18, 2025.

11 3. On July 17, 2025, the Court issued a tentative ruling ordering the Parties to
12 modify portions of the Settlement Agreement (and exhibits) and continued the Preliminary
13 Approval Hearing to September 22, 2025.

14 4. Thereafter, the Parties met and conferred and agreed to modify certain portions
15 of the Settlement Agreement (and exhibits) consistent with the Court's order and hereby submit
16 this Amendment to the Joint Stipulation of Class Action and PAGA Settlement.

17 **STIPULATION**

18 **1. Section I(DD) previously read as follows:**

19 **PAGA Released Claims:** As of the Effective Date and upon fulfillment of Defendant's
20 payment obligations set forth herein, the claims that Plaintiffs, Eligible Aggrieved Employees,
21 and LWDA are releasing in exchange for the consideration provided for by this Agreement are
22 defined as any and all causes of action for civil penalties pursuant to PAGA that were alleged
23 or which could have been alleged in the Action based on the facts and allegations pleaded in
24 the Complaint in the Action and notice letter to the LWDA. This includes all claims for civil
25 penalties based upon or arising out of Defendant's alleged: (1) failure to pay minimum wage;
26 (2) failure to pay overtime wages; (3) failure to provide meal breaks and pay applicable
27 premium wages; (4) failure to provide rest breaks and pay applicable premium wages; (5)
28 failure to pay sick leave; (6) failure to provide accurate wage statements; (7) failure to timely

1 pay final wages during employment and at separation; (8) failure to maintain accurate payroll
2 records; (9) failure to reimburse business-related expenses; and (10) claims for civil penalties
3 arising under or based upon alleged violations of Labor Code sections 201, 202, 203, 204, 210,
4 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
5 1197.1, 1198, 2800, and 2802, and/or those arising under applicable Industrial Welfare
6 Commission Wage Orders. The Released Parties shall be entitled to a release of the PAGA
7 Released Claims which occurred only during the PAGA Period and during such time that the
8 Eligible Aggrieved Employee was classified as hourly-paid and/or non-exempt.

9 **Section I(DD) shall now read as follows:**

10 **PAGA Released Claims:** As of the Effective Date and upon fulfillment of Defendant's
11 payment obligations set forth herein, the claims that Plaintiffs, on behalf of the LWDA and
12 Eligible Aggrieved Employees, are releasing in exchange for the consideration provided for by
13 this Agreement are defined as any and all causes of action for civil penalties pursuant to PAGA
14 that were alleged or which could have been alleged in the Action based on the facts and
15 allegations pleaded in the Complaint in the Action and notice letter to the LWDA. This
16 includes all claims for civil penalties based upon or arising out of Defendant's alleged: (1)
17 failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal
18 breaks and pay applicable premium wages; (4) failure to provide rest breaks and pay applicable
19 premium wages; (5) failure to provide accurate wage statements; (6) failure to timely pay final
20 wages during employment and at separation; (7) failure to maintain accurate payroll records;
21 (8) failure to reimburse business-related expenses; and (9) claims for civil penalties arising
22 under or based upon alleged violations of Labor Code sections 201, 202, 203, 204, 226(a),
23 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and/or
24 those arising under applicable Industrial Welfare Commission Wage Orders. The Released
25 Parties shall be entitled to a release of the PAGA Released Claims which occurred only during
26 the PAGA Period and during such time that the Eligible Aggrieved Employee was classified as
27 hourly-paid and/or non-exempt.

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1 **2. Section I(II) previously read as follows:**

2 **Released Claims:** As of the Effective Date and upon fulfillment of Defendant's
3 payment obligations set forth herein, the claims that Plaintiffs and Participating Class Members
4 are releasing in exchange for the consideration provided for by this Agreement are defined as
5 any and all causes of action that were alleged or which could have been alleged in the Action
6 based on the facts and allegations pleaded in the Complaint in the Action. This includes: (1)
7 failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal
8 breaks and pay applicable premium wages; (4) failure to provide rest breaks and pay applicable
9 premium wages; (5) failure to pay sick leave; (6) failure to provide accurate wage statements;
10 (7) failure to timely pay final wages during employment and at separation; (8) failure to
11 maintain accurate payroll records; (9) failure to reimburse business-related expenses; and (10)
12 unfair business practices. The Released Parties shall be entitled to a release of the Released
13 Claims which occurred only during the Class Period and during such time that the Participating
14 Class Member was classified as hourly-paid and/or nonexempt. The Released Claims exclude
15 all other claims, including claims for vested benefits, wrongful termination, unemployment
16 insurance, disability, social security, workers' compensation, claims while an employee was
17 classified as exempt, and claims outside of the Class Period.

18 **Section I(II) shall now read as follows:**

19 **Released Claims:** As of the Effective Date and upon fulfillment of Defendant's
20 payment obligations set forth herein, the claims that Plaintiffs and Participating Class Members
21 are releasing in exchange for the consideration provided for by this Agreement are defined as
22 any and all causes of action that were alleged or which could have been alleged in the Action
23 based on the facts and allegations pleaded in the Complaint in the Action. This includes: (1)
24 failure to pay minimum wage; (2) failure to pay overtime wages; (3) failure to provide meal
25 breaks and pay applicable premium wages; (4) failure to provide rest breaks and pay applicable
26 premium wages; (5) failure to provide accurate wage statements; (6) failure to timely pay final
27 wages during employment and at separation; (7) failure to maintain accurate payroll records;
28 (8) failure to reimburse business-related expenses; and (9) unfair business practices. The

1 Released Parties shall be entitled to a release of the Released Claims which occurred only
2 during the Class Period and during such time that the Participating Class Member was
3 classified as hourly-paid and/or nonexempt. The Released Claims exclude all other claims,
4 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
5 social security, workers' compensation, claims while an employee was classified as exempt,
6 and claims outside of the Class Period.

7 **3. Section III(L) previously read as follows:**

8 **Release of PAGA Claims.** As of the Effective Date and upon the fulfillment of
9 Defendant's payment obligations set forth herein, the LWDA, and any other representative,
10 proxy, or agent thereof, including Plaintiffs and Eligible Aggrieved Employees, will be bound
11 by a release of all claims and causes of action falling under the PAGA Released Claims
12 occurring during the PAGA Period. The PAGA Released Claims is effective regardless of
13 whether the Eligible Aggrieved Employee submits a valid and timely Exclusion Form.

14 **Section III(L) shall now read as follows:**

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

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Dated: _____

HANNAH COHEN

Dated: 7.29.2025

ADELA GONZALES

Adela Gonzales

Dated: _____

DESTINATION PET OF CALIFORNIA, INC.

Name:

Title:

Dated: _____

DESTINATION PET, LLC

Name:

Title

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Dated: 07/30/2025

HANNAH COHEN



Dated:

ADELE GONZALEZ

Dated: 8/4/2025 | 5:49 PM EDT

DESTINATION PET OF CALIFORNIA, INC.

Signed by:

326B793DBD704F4...
Name: Jennifer Strickland Fowler
Title: CEO

Dated: 8/4/2025 | 5:49 PM EDT

DESTINATION PET, LLC

Signed by:

326B793DBD704F4...
Name: Jennifer Strickland Fowler
Title: CEO

1 **APPROVED AS TO FORM**

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5 Dated: July 30, 2025

JUSTICE LAW CORPORATION

6 
7 Douglas Han, Esq.
8 Shunt Tatavos-Gharajeh, Esq.
9 Shelby Miner, Esq.
10 *Attorneys for Plaintiff Hannah Cohen*

11 Dated: July 29, 2025

LURTZ LEGAL, P.C.

12 
13 Marshal R. Lurtz, Esq.
14 *Attorneys for Plaintiff Adela Gonzales*

15 Dated: August 5, 2025

STRADLING YOCCA CARLSON & RAUTH LLP

16 
17 Shane P. Criqui
18 Connor Kridle
19 *Attorneys for Defendants*

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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 August 22, 2025, I served the foregoing document described as

**AMENDMENT TO THE JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

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 August 22, 2025, at Pasadena, California.



Sophia Hanneyan