



FILED
San Francisco County Superior Court
JUL 08 2021
CLERK OF THE COURT
BY: [Signature] Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

ERIKA HOYLE ZUTA and NICOLE REYES
CASTRO, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

FUZZY PET HEALTH, INC. and DOES 1
through 10, inclusive,

Defendants.

Case No. CGC-19-579373

FINAL APPROVAL ORDER

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1 The motions of Plaintiffs Erika Hoyle Zuta and Nicole Reyes Castro for Final Approval
2 of Class, Collective, and Representative Action Settlement and Approval of Attorneys' Fees and
3 Costs, and Enhancement Awards for Class Representatives (the "Motions") came on for hearing
4 on July 6, 2021 at 9:15 a.m. in Department 304, the Honorable Anne-Christine Massullo
5 presiding. No objector appeared at the hearing.

6 On the basis of the proposed Settlement Agreement, which is attached as Exhibit A to
7 the January 25, 2021 Declaration of William C. Jhaveri-Weeks, all filings related to the present
8 motion, all filings related to the motion for preliminary approval in this action, all other papers
9 filed in this action, and the arguments of counsel,

10 IT IS ORDERED THAT:

- 11 1. Except as otherwise specified herein, the terms used in this Order have the
12 meaning assigned to them in the Settlement Agreement.
- 13 2. The Court has jurisdiction over the subject matter of this litigation, Plaintiffs, the
14 Settlement Class Members, and Defendant.
- 15 3. For settlement purposes only, the following Settlement Class is finally certified:
16 All current or former employees who, between September 29, 2015 and February
17 9, 2021, are or were employed as Veterinary Assistants for Defendant in California
18 who have not released their claims for severance payments.
- 19 4. Plaintiffs Erika Hoyle Zuta and Nicole Reyes Castro are confirmed as class
20 representatives.
- 21 5. The Jhaveri-Weeks Firm is confirmed as Class Counsel.
- 22 6. For settlement purposes only, the proposed Settlement Class meets the
23 requirements for certification under C.C.P. § 382. Specifically, for settlement purposes: (1) the
24 proposed Settlement Class is numerous and ascertainable; (2) there are predominant common
25 questions of law or fact; (3) Plaintiffs' claims are typical of the claims of the members of the
26 proposed Settlement Class; (4) Plaintiffs have fairly and adequately protected the interests of the
27 Settlement Class Members; (5) Class Counsel is qualified to serve as counsel for Plaintiffs and
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1 the Settlement Class; and (6) a class action is superior to other methods to efficiently adjudicate
2 this controversy through settlement.

3 7. The Court hereby finds that the Class Notice approved by this Court has been
4 distributed to the Settlement Class Members in compliance with this Court's Order Granting
5 Preliminary Approval of Class Action Settlement, filed February 10, 2021. The Notice provided
6 to the Settlement Class met the requirements of due process and constituted the best notice
7 practicable under the circumstances. Based on evidence and other material submitted in
8 conjunction with the final approval hearing, notice to the class was adequate.

9 8. No Settlement Class Members objected to the proposed Settlement Agreement.

10 9. No Settlement Class Members validly requested exclusion from the proposed
11 Settlement Class.

12 10. The Court hereby approves the settlement as set forth in the Settlement
13 Agreement. The terms of the Settlement Agreement are fair, reasonable, and adequate.
14 Plaintiffs have satisfied the requirements for final approval of this class action settlement. The
15 parties are directed to effectuate the Settlement Agreement according to its terms and this
16 Order.

17 11. Upon the Effective Date as defined in the Settlement Agreement, Plaintiffs and
18 the certified Settlement Class release all Released Claims against the Released Parties. The
19 Released Claims are defined in the Settlement Agreement as follows:

20 Each member of the Settlement Class releases Released Parties from any and all Claims
21 that were or could have been pled based on the facts alleged in the operative Complaint
22 from September 19, 2015 up through the Response Deadline ("Released Class
23 Claims"). The Released Class Claims include, but are not limited to, any and all Claims
24 alleged in the operative complaint in the Action or that could have been alleged under
25 state or federal law based upon the facts alleged therein, including known and unknown
26 Claims relating to any alleged misclassification of workers, independent contractors,
27 and/or employees, failure to pay overtime, failure to pay minimum wage, failure to pay
28 all wages owed, failure to provide meal periods or meal period violation wages, failure
to provide rest periods or rest period violation wages, failure to pay wages upon ending
employment, failure to provide timely and compliant itemized or accurate wage
statements, failure to maintain accurate records, failure to reimburse or indemnify for
necessary business expenses or expenditures, waiting time penalties, engaging in unfair
and unlawful business practices under California Business and Professions Code section
17200, failure to pay overtime and minimum wage in violation of the Fair Labor

1 Standards Act, 29 U.S.C., §207, and statutory and/or civil penalty Claims, whether
2 based on the Fair Labor Standards Act (including, but not limited to, FLSA violations
3 pursuant to 29 U.S.C. § 207), California Wage Orders (including, but not limited to,
4 IWC Wage Order 4), the California Labor Code, including, but not limited to, Sections
5 201, 202, 203, 204, 218.5, 221, 223, 226, 226.2, 226.3, 226.7, 226.8, 256, 510, 512,
6 558, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698 et seq.
7 (“PAGA”), the California Business & Professions Code §§ 17200 et seq., other
8 penalties, related tort, contract, liquidated, and punitive damages Claims, Claims for
9 interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable
10 and declaratory relief. For the avoidance of doubt, the Released Class Claims do not
11 include wrongful termination, harassment, or discrimination claims.

12 The settlement will release the Claims for PAGA penalties described in the
13 Named Plaintiffs’ PAGA Notices and operative Complaint that may be sought on behalf
14 of the PAGA Members in any representative PAGA Action brought on behalf of the
15 state or the PAGA Members from July 15, 2018 up through the Response Deadline
16 (“Released PAGA Claims”). These claims are for PAGA penalties based on the facts
17 stated in the Complaint and PAGA notices and premised on violations of Labor Code
18 §§ 200-204, 210, 226(a), 226.3, 226.7, 226.8, 256, 510, 512, 558, 1174, 1174.5, 1194,
19 1194.2, 1197, 1197.1, 1198, and 2802.

20 12. Payment to Class Counsel in the amount of \$50,000, which is a one-third
21 attorney fee award for the portion allocated to settle the PAGA claims and class claims, and
22 \$1,674.27 for costs, which are the costs proportionately allocated between Plaintiffs’ individual
23 settlement awards and the class/PAGA settlement, is approved.

24 13. Payments of service awards in the amount of \$1,000 each to Erika Hoyle Zuta
25 and Nicole Reyes Castro is approved for their service as class representatives.

26 14. Payment in the amount of \$3,998.19 is approved for the costs of administering
27 the settlement.

28 15. \$10,000 of the settlement proceeds are allocated to resolution of the PAGA
claims, of which 75 percent (\$7,500) is to be disbursed to the Labor Workforce and
Development Agency and the remaining 25 percent (\$2,500) is to be distributed to the
Settlement Class Members in accordance with the Settlement Agreement.

16. Bay Area Legal Aid is designated as the cy pres beneficiary. If the provisions in
the Settlement Agreement triggering a cy pres distribution are satisfied, the cy pres distribution
shall be carried out in compliance with the Settlement Agreement and C.C.P. § 384.

1 17. Each of the payments identified above, and the payment of compensation to the
2 Settlement Class Members, shall be made in accordance with the terms of the Settlement
3 Agreement.

4 18. On or before May 10, 2022, Class Counsel shall file a final report with this
5 Court stating the final and complete distribution of all funds in this Order. The report shall be
6 supported by an admissible declaration.

7 19. Notice of final judgment shall be provided to the Settlement Class by posting
8 this Order and the final judgment on the administrator's website,
9 www.phoenixclassaction.com/hoyle-v-fuzzy-pet-health, for period of not less than 60 days
10 from the date the judgment is entered.

11 20. Pursuant to the Settlement Agreement, C.C.P. 664.6, and C.R.C. 3.769(h), the
12 Court retains jurisdiction over Plaintiffs, all Settlement Class Members, and Defendant for the
13 purposes of supervising the implementation, enforcement, construction, administration, and
14 interpretation of the Settlement Agreement and this Order.

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16 **IT IS SO ORDERED.**

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18 Dated: July 8, 2021

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20 Anne-Christine Massullo
21 Judge of the Superior Court
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CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On July 8, 2021, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: July 8, 2021

T. Michael Yuen, Clerk

By: 

Ericka Larnauti, Deputy Clerk