

FILED
Superior Court of California
County of Los Angeles
12/16/2025

David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

1 Christopher A. Adams, Esq., State Bar No. 266440
chris@kjtlawgroup.com
2 Vache A. Thomassian, Esq., State Bar No. 289053
vache@kjtlawgroup.com
3 Caspar Jivalagian, Esq., State Bar No.: 282818
caspar@kjtlawgroup.com
4 Levon S. Yepremian, Esq. State Bar No.: 327709
levon@kjtlawgroup.com
5 **KJT LAW GROUP, LLP**
230 N. Maryland Avenue, Suite 306
6 Glendale, CA 91206
Telephone: 818-507-8525
7 Facsimile: 818-507-8588

8 Attorneys for Plaintiff Vershell Hall on behalf of herself
9 and all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**
12

13 **VERSHELL HALL**, individually and on behalf
14 of other similarly situated,

15 Plaintiff,

16 v.

17 **K9 LOFT, INC.**, a corporation; and **DOES 1-**
18 **20**, inclusive,

19 Defendant.

Case No.: 22STCV37145

Assigned For All Purposes To:

Judge: Hon. Timothy Patrick Dillon
Dept.: SSC-15

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Action Filed: November 23, 2022
Trial Date: None Set

1 This matter came on for hearing on December 16, 2025 at 10:00 a.m. in Department SSC-
2 15 of the above-captioned court on the unopposed motion for final approval of a class action and
3 PAGA settlement by Plaintiff Vershell Hall (“Plaintiff”) pursuant to California Rules of Court,
4 Rule 3.769, as set forth in the Amended Stipulation of Class Action Settlement (“Settlement
5 Agreement”) between Plaintiff and Defendant K9 Loft, Inc. (“Defendant”).

6 In accordance with the Court’s prior Preliminary Approval Order, Class Members have
7 been given notice of the terms of the Settlement and the opportunity to request exclusion,
8 comment upon or object to it or to any of its terms. No Class Members objected to the Settlement
9 and no Class Member has excluded themselves from the Settlement. Having received and
10 considered the Settlement Agreement, the supporting papers filed by Plaintiffs, and the evidence
11 and argument received by the Court in support of the motions for preliminary and final approval
12 of the Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND
13 MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to this Court’s Preliminary Approval Order, a Notice of Class Action
15 Settlement was sent to each Settlement Class Member by First Class U.S. mail. The Notice
16 informed the Class Members of the terms of the Settlement, their right to receive their
17 proportional share of the Settlement, their right to request exclusion, their right to comment upon
18 or object to the Settlement, and their right to appear in person or by counsel at the final approval
19 hearing and be heard regarding final approval of the Settlement. Adequate periods of time were
20 provided by each of these procedures. No member of the Class objected to the proposed
21 Settlement at or before the final approval hearing.

22 2. For purposes of this Order and Judgment, the Class is defined as follows: Plaintiff
23 and all persons who are or were employed by Defendant in California and classified as hourly,
24 non-exempt employees at any time during the Class Period. Class Members who did not timely
25 opt out of the Class are “Participating Class Members.” The Class Period is November 23, 2018
26 to August 19, 2024.

27 3. The Court finds and determines that the notice procedure afforded adequate
28 protections to Class Members and provides the basis for the Court to make an informed decision

1 regarding final approval of the Settlement based on the response of Class Members. The Court
2 finds and determines that the notice provided to the Settlement Class conforms with the
3 requirements of California Code of Civil Procedure section 382, California Civil Code section
4 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
5 and any other applicable law, and constitutes the best notice practicable under the circumstances,
6 by providing individual notice to all Class Members who could be identified through reasonable
7 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
8 therein to the other Class Members. The Notice fully satisfied the requirements of due process.

9 4. The Court further finds and determines that the terms of the Settlement are fair,
10 reasonable and adequate to the Class and to each Class Member, that the Settlement is ordered
11 finally approved, and that all terms and provisions of the Settlement Agreement, including the
12 release of claims contained therein, should be and hereby are ordered to be consummated. The
13 Court further finds and determines that the Settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769.

17 5. Upon the Effective Date and Defendant's funding of the Gross Settlement Amount,
18 Plaintiff and Participating Class Members shall fully and finally release and discharge the
19 Released Parties from any and all Released Claims. "Released Parties" means Defendant and each
20 of its former and present directors, officers, shareholders, owners, members, attorneys, insurers,
21 predecessors, successors, assigns, subsidiaries and affiliates. The "Released Claims" means all
22 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
23 Operative Complaint, including, but not limited to claims under California Labor Code §§ 201,
24 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 256, 432, 510, 512, 558(a), 558.1, 1174, 1174.5,
25 1175, 1182.2, 1194, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2802.

26 7. The Court finds and determines that (a) the individual settlement payments to be
27 paid to the Participating Class Members and (b) the payment to the California Labor & Workforce
28 Development Agency as civil penalties under the California Labor Code Private Attorneys

1 General Act of 2004, as amended, California Labor Code sections 2699 *et seq.*, as provided for by
2 the Settlement Agreement are fair and reasonable. The Court hereby gives final approval to, and
3 orders the payment of, those amounts be made to the Participating Settlement Class Members and
4 to the California Labor & Workforce Development Agency, in accordance with the terms of the
5 Settlement Agreement.

6 8. The Court further gives final approval to and orders that Defendant shall pay the
7 Gross Settlement Amount of \$400,000 to the Settlement Administrator in three equal installments.
8 The first installment shall be transmitted to the Settlement Administrator sum not more than 14
9 days after entry of this Order and Judgment. The second installment shall be transmitted to the
10 Settlement Administrator sum not more than 180 days after entry of this Order and Judgment. The
11 third installment shall be transmitted to the Settlement Administrator sum not more than 365 days
12 after entry of this Order and Judgment. Within 14 days after the first installment, the
13 Administrator will mail checks in Proportionate Shares for Individual Class Payments Individual
14 PAGA Payments, the LWDA PAGA Payment, and the Administration Expense. Within 14 days
15 after the third installment, the Settlement Administrator will mail checks in Proportionate Shares
16 for Individual Class Payments Individual PAGA Payments, the LWDA PAGA Payment, the
17 Administration Expense, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
18 Payment, and the Class Representative Service Payment per the terms of the Settlement, the
19 following payments will be made:

- 20 a. \$133,333.33 in attorneys' fees to Class Counsel, which is one third of the
21 Gross Settlement Amount;
- 22 b. \$16,990.07 in litigation costs to Class Counsel;
- 23 c. \$7,500 Service Payment to Plaintiff for her service as class representative;
- 24 d. \$22,500 payable to the LWDA;
- 25 e. \$7,500 payable to the aggrieved employees; and
- 26 e. \$14,750 in administration fees payable to ILYM Group, Inc. for its services
27 as Settlement Administrator.
- 28

1 After these deductions the Net Settlement Amount available to Participating Class
2 Members is \$197,426.60:

3	Total Settlement Amount:	\$400,000.00
4	Minus Court-approved attorneys' fees (one-third):	\$133,333.33
5	Minus Court-approved attorneys' costs:	\$16,990.07
6	Minus settlement administrator costs:	\$14,750.00
7	Minus Service Payment to Plaintiff:	\$7,500.00
8	Minus Payment to LWDA:	\$22,500.00
9	Minus Payment PAGA Payment to Aggrieved Employees:	\$7,500.00
10	Net Settlement Amount:	\$197,426.60

11 9. Without affecting the finality of this Order and Judgment in any way, the Court
12 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
13 effectuation and enforcement of this order and the Settlement pursuant to California Rule of Court
14 3.769(h).

15 10. Nothing in this Final Approval Order and Judgment shall preclude any action to
16 enforce the Parties' obligations under the Settlement Agreement or hereunder, including the
17 requirement that Defendant makes payments to the Participating Class Members.

18 11. The Court hereby enters final Judgment in this case in accordance with the terms of
19 the Settlement Agreement, Order Granting Preliminary Approval, and this Final Approval Order
20 and Judgment.

21 12. The Parties are hereby ordered to comply with the terms of the Settlement
22 Agreement.

23 13. The Parties shall bear their own costs and attorneys' fees except as otherwise
24 provided by the Settlement Agreement and this Order.

25 14. This document shall constitute a Judgment for purposes of California Rule of
26 Court 3.769(h).

27 15. In accordance with the Settlement Agreement, settlement checks which are
28 uncashed after One Hundred Eighty (180) days of issuance of the check shall be void. At the time,
the Settlement Administrator shall distribute the uncashed funds to the Controller of the State of
California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et*
seq. for the benefit of those Participating Settlement Class Members and PAGA Group Members

1 who did not cash their checks until such time that they claim their property.

2 16. The Court shall retain jurisdiction with respect to all matters related to the
3 administration and consummation of the settlement, to enforce the terms of the judgment, and any
4 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
5 but not limited to all matters related to the settlement and the determination of all controversies
6 relating thereto.

7 17. A Final Reporting regarding the distribution of Settlement funds shall be filed and a
8 non-appearance case review regarding a final reporting of the distribution of Settlement funds
9 shall be set for 12/18/2026 at 4 PM

10
11 **IT IS SO ORDERED.**

12
13 Date: 12/16/2025



A handwritten signature in black ink, appearing to read "T. Dillon".

HONORABLE TIMOTHY PATRICK DILLON
Judge of the Los Angeles Superior Court
Timothy Patrick Dillon / Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28