

Exhibit 1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JESSICA BELLOWS, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

MEDICAL MANAGEMENT
INTERNATIONAL, INC., D/B/A
BANFIELD PET HOSPITAL,

Defendant.

Case No. 25STCV14247

REDACTED – Redacts materials from
conditionally sealed record

**PLAINTFF’S SUPPLEMENTAL BRIEF
IN SUPPORT OF PLAINTIFF’S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Judge: Hon. David S. Cunningham III

Dept.: 11
Hearing Date: June 2, 2026
Hearing Time: 9:00 a.m.

Complaint Filed: 5/14/2025

Plaintiff Jessica Bellows submits this supplemental briefing in response to the issues that the Court identified in its November 19, 2025 order on the hearing for Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement. In addition to this brief, Plaintiff submits:

- the Declaration of Jahan C. Sagafi ("Sagafi Decl.") and exhibits: (1) the Amended Class and PAGA Settlement, and (2) Confidential Individual Settlement and General Release Agreement;
- the Declaration of Jessica Bellows ("Bellows Decl.");
- the Declaration of David K. Bock ("Bock Decl.");
- the Declaration of Elizabeth Falcone ("Falcone Decl.).

To comply with the Court's Checklist for Preliminary Approval of Class Action Settlement, the parties revised the settlement agreement and notice by making the following changes:

(1) adding Plaintiff's individual settlement amount to the notice, *see* Sagafi Decl. at Ex. 1, Ex. C at 3;

(2) clarifying that "penalties," as included in the Class Release, does not encompass PAGA penalties, *see id.* at § 1.47;

(3) adding the deadline to submit pay period disputes to the notice, including the extension time for any Settlement Class members who received re-mailed notice, *see id.*, Ex. C at 3;

(4) revising the Class Notice to make explicit that Class Members need not comply with all objection procedures to appear at the Fairness Hearing, *see id.*, Ex. C at 5; and

(5) adding counsel signatures, *see id.* at 22.

I. Issue 1: Plaintiff's Individual Settlement With Banfield Does Not Affect Her Ability To Fairly Represent the Class And PAGA Group.

Plaintiff's individual settlement agreement (Sagafi Decl., Ex. 2) poses no conflict, does not undermine adequacy, and is irrelevant to typicality, so it poses no reason not to approve the

1 settlement. Regarding the Court's questions:

2 First, Plaintiff's individual settlement does not pose a conflict between Plaintiff and the
3 Class. Plaintiff's individual claims for [REDACTED] are unrelated to the wage and
4 hour claims plead in the complaint. [REDACTED]

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED] The parties began negotiating Plaintiff's individual
9 settlement months before the class mediation and kept such negotiations separate through their
10 independent resolution. Sagafi Decl. ¶ 5. The parties understood that any resolution of
11 Plaintiff's individual claims would not release Plaintiff's ability to pursue claims on behalf of the
12 Class or aggrieved individuals for unpaid time due to alleged systemic off-the-clock work,
13 failure to provide meal periods and/or rest periods, and/or failure to reimburse business expenses.
14 *Id.* ¶ 6. Plaintiff's individual settlement was ultimately negotiated and reached separately from
15 the Class and PAGA settlement at the same mediation. *Id.* ¶ 7. Plaintiff's individual settlement
16 was not part of the Memorandum of Understanding for the Class and PAGA settlement executed
17 by the parties following mediation, and neither settlement is conditioned on finality of the other.
18 *Id.* ¶ 8.

19 Second, Plaintiff's individual settlement does not affect her adequacy as a class
20 representative. Adequacy hinges on whether the "plaintiff's interests are . . . antagonistic to the
21 interests of the class." *McGhee v. Bank of Am.*, 60 Cal.App.3d 442, 450 (1976). Plaintiff
22 understood her duties as a named plaintiff as separate from her unrelated individual claims, and
23 her individual settlement was negotiated separately from the representative settlement. Bellows
24 Decl. ¶¶ 3, 5; Sagafi Decl. ¶¶ 6-8. Throughout the investigation and settlement negotiations in
25 this case, Plaintiff has understood what it means to act as a class representative and has acted in
26 the best interest of the Settlement Class. Bellows Decl. ¶ 5. Moreover, Plaintiff's claims are
27 consistent with those of other Class Members. *Id.* ¶ 4. And Plaintiff is adequately represented

1 by experienced counsel who have prosecuted this case vigorously on behalf of the Settlement
2 Class. Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA
3 Settlement ("Preliminary Approval Motion") at 17-19.

4 Third, Plaintiff's individual settlement is irrelevant to the typicality inquiry. Where a
5 injuries are of the same nature as those of other class members and arise from the same general
6 course of conduct, the typicality requirement is satisfied. *See, e.g., Seastrom v. Neways, Inc.*,
7 149 Cal. App. 4th 1496, 1502 (2007). Here, Plaintiff alleges that she experienced the exact same
8 systemic off-the-clock work practices, deprivation of meal and rest period rights, and failure to
9 reimburse business expenses, and resulting underpayment as she alleged on behalf of the Class
10 and aggrieved individuals. Preliminary Approval Motion at 17.

11 **II. Issue 2: Plaintiff's Requested Service Award Is Appropriate, and She Has No**
12 **Interest in the Cy Pres.**

13 The Court asked Plaintiff to address why her requested service award of \$10,000 is
14 justified. "[T]he rationale for making enhancement or incentive awards to named plaintiffs is
15 that they should be compensated for the expense or risk they have incurred in conferring a
16 benefit on other members of the class." *Clark v. American Residential Services LLC*, 175 Cal.
17 App. 4th 785, 806 (2009). In evaluating the reasonableness of a proposed service award, courts
18 consider, inter alia, (1) the amount of time and effort spent by the class representative, the
19 duration of the litigation, and the actions they took to protect the interests of the class; (2) the
20 degree to which the class has benefitted from those actions; (3) the personal benefit received by
21 the class representative as a result of the litigation; (4) the risk, both financial and otherwise, the
22 class representative faced in bringing the suit; and (5) the notoriety and personal difficulties
23 encountered by the class representative. *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal. App. 4th
24 1251, 1272 (2015); *see also Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 803 (2018).

25 Here, Plaintiff is the sole employee with the courage, integrity, and determination to step
26 forward to prosecute these claims. Sagafi Decl. ¶ 4. Plaintiff decided to pursue these claims
27 despite her concerns about publicly filing a case against her former employer, which could harm
28

1 her future job prospects for the rest of her life. Bellows Decl. ¶ 7. This fear was heightened
2 because Plaintiff remains in the same industry and she had concerns that potential future
3 employers would decide not to hire her if they learned that she had filed a lawsuit against her
4 prior employer. *Id.* Moreover, Plaintiff was integral in identifying and prosecuting these claims.
5 Among other things, she participated in multiple extensive interviews with counsel about the
6 claims, discussed mediation strategy and provided additional information to assist with
7 mediation, and thoroughly reviewed the settlement agreement and complaint. *Id.* ¶ 6.

8 As discussed in Plaintiff's Preliminary Approval Motion at 22-26, Plaintiff's
9 commitment to these claims produced an excellent result in light of the significant risks –
10 primarily that the majority of Settlement Class Members could never recover money on a class-
11 wide basis because they are covered by arbitration agreements. Because of Plaintiff, hundreds of
12 Settlement Class Members will receive payments where their only alternative was to individually
13 prosecute claims in arbitration, including individually learning of the claims' existence, finding a
14 lawyer who would represent them for a small amount of damages and penalties, responding to
15 discovery, sitting for a deposition, and attending an arbitration hearing. Those Settlement Class
16 Members now stand to recover over \$1,100 per person on average simply for opening their
17 mailbox.

18 **III. Issue 3: The Parties Have No Interest In the Cy Pres.**

19 None of the parties or counsel has an interest in or involvement with the cy pres. Bellows
20 Decl. ¶ 13; Falcone Decl. ¶ 2; Bock Decl. ¶ 2; Declaration of Jahan C. Sagafi In Support of
21 Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement ¶
22 37.

1 Dated: April 20, 2026

Respectfully submitted,

2 By: /s/ Jahan C. Sagafi

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