

1. Why did I get this notice?

The Court authorized the parties to send this Notice to inform you about a proposed settlement – and your options – before the Court decides whether to approve the settlement. This Notice explains the lawsuit, the settlement, your legal rights, and what benefits are available.

The Court overseeing this settlement is **XX**. The lawsuit is *Bellows v. Medical Management International, Inc., d/b/a Banfield Pet Hospital*, Case No. **[XXXX]**.

2. Am I covered by this settlement?

This settlement covers all Practice Managers employed by Banfield in the State of California at any time between April 19, 2019 and October 15, 2024. Banfield's records show that you meet this definition.

3. What is the lawsuit about?

The lawsuit is about whether Banfield failed to treat California Practice Managers consistently with respect to certain wage and hour obligations, including the proper and complete payment of wages, provision of meal and rest breaks, reimbursement of business expenses, and other issues identified in detail in Section 10, below. Banfield denies the claims made in the lawsuit and believes that its Practice Managers were treated and paid properly at all times. The Court has not made any ruling on the merits of the claims, and no party has prevailed in this lawsuit.

4. Why is this a class action?

In a class action, one or more people called “class representatives” sue not only for themselves, but also on behalf of other people who have similar claims. The other people are called “class members” and together are the “class.” The individual who initiated this class action is called the “Plaintiff.” In a class action, the Plaintiff asks the court to resolve the issues for every member of the class.

Plaintiff and the Class Members are represented by Class Counsel: Jahan Sagafi of Outten & Golden LLP. If you have questions about the settlement, you may contact either the Settlement Administrator or Class Counsel using the contact information provided in Section 20, below.

5. Why is there a settlement?

The Court has not decided the lawsuit in favor of Plaintiff or Banfield. Both sides believe they would prevail in the litigation, but there was no decision in favor of either party. Instead, the parties have agreed to resolve this matter solely in order to avoid the burden, expense and risks associated with continued litigation. Plaintiff and Class Counsel think the settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

Banfield has agreed to pay up to \$655,000.00 (the “Total Settlement Amount”) to resolve the claims of all Participating Class Members. The Total Settlement Amount will be used to pay:

(1) Participating Class Members; (2) attorneys' fees of up to \$218,333.33 (one-third of the Total Settlement Amount) plus reimbursement of actual litigation expenses and costs of up to \$12,000.00; (3) a Service Award of \$10,000.00 to the Plaintiff; (4) \$9,750.00 to the California Labor & Workforce Development Agency plus \$5,250.00 to the PAGA Members; and (5) the Settlement Administrator's fees and costs of up to \$15,499.00. The class representative in this case separately settled unrelated discrimination claims with Banfield for \$45,000. Banfield is not admitting liability by entering into the settlement with the class representative and the settlement amount shall not be considered indicative of the value (or lack thereof) of the class representative's asserted claims. Banfield will pay this amount separately, on top of the Total Settlement Amount.

7. How much will my settlement payment be and how was it calculated?

Based on the formula preliminarily approved by the Court, your settlement payment is estimated to be \$[AMOUNT], half of which is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and half of which is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Banfield's counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

The Court has approved the formula used to calculate your settlement payment. The formula considers the number of weeks you were employed as a Practice Manager in California within the period covered by the settlement. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at www.XXXX.com.

The Settlement Administrator used information from Banfield's records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator using the contact information in Section 20 below. If you dispute Banfield's records and/or the calculation of your settlement payment, you must notify the Settlement Administrator and provide any written documentation supporting your contention by [INSERT LATER OF 60 DAYS FROM MAILING OR 30 DAYS FROM REMAILING]. Banfield's records are presumed to be correct unless you prove otherwise. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

Settlement checks that are not cashed within 180 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my settlement payment?

If you wish to participate in the settlement, you do not need to take any action now. You will receive a check for your settlement payment by mail. If your mailing address has changed, please contact the Settlement Administrator or update your address at www.XXXX.com.

9. When will I get my settlement payment?

The Court is scheduled to hold a hearing on _____, at _____ to determine whether to give final approval to the settlement. If the Court grants final approval, Banfield will fund the settlement

within 21 days of the effective date of the Court's order, unless there is an appeal, and the Settlement Administrator will mail or wire your payment within 30 days after the settlement is fully funded. Please be patient and update the Settlement Administrator if your mailing address changes.

10. What am I giving up by participating in the settlement?

Regardless of whether you cash a settlement check, if you do not exclude yourself from the settlement (as described in Section 11 below), you will release the Released Class Claims. This means that you will release Banfield from all causes of action and factual or legal theories that could reasonably arise out of or relate to the following claims for relief: (1) unpaid wages (including minimum wage, straight time wages, premium wages, overtime, time-and-a-half, and double time); (2) failure to provide proper meal periods and/or meal period premium payments in lieu thereof; (3) failure to provide proper rest breaks and/or proper rest break premium payments in lieu thereof; (4) unreimbursed business expenses; (5) improper wage statements; (6) untimely and/or incomplete pay during employment; (7) untimely and/or incomplete pay at or after termination of employment; (8) recordkeeping violations; (9) the Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, et seq.; and (10) all damages, liquidated damages, interest, attorneys' fees and costs and other amounts recoverable pursuant to the other released claims described above under California law to the fullest extent possible.

Additionally, if you worked as an Practice Manager in California from April 21, 2022 to October 15, 2024 (the "PAGA Period"), you will also release your claims under the California's Private Attorneys General Act of 2004 ("PAGA") that arise out of or relate to the Released Class Claims during the PAGA Period, to the full extent permitted by law, including, without limitation, all claims for penalties, interest, attorneys' fees, costs and expenses, and other remedies available under PAGA.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not wish to release your claims, then you must take steps to exclude yourself. This is sometimes referred to as "opting out" of the settlement.

11. How do I opt out of the settlement?

If you wish to exclude yourself from the settlement, you must submit a written Opt-Out Statement to the Settlement Administrator, stating: (i) your name, address, telephone number, and email address; and (ii) a statement indicating your intent to exclude yourself from the settlement, such as, "I opt out of the Banfield wage and hour settlement." The Opt-Out Statement must be postmarked by or otherwise received on or before **INSERT DATE 60 DAYS FROM NOTICE MAILING**.

If you submit an Opt-Out Statement, you will not be eligible to receive a settlement payment with respect to your California state law claims. You will retain the right to bring your own legal proceeding against Banfield with respect to your California state law claims. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date. If you ask to be excluded, you cannot object to the settlement.

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not be eligible to receive a settlement check with respect to your California state law claims.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all Class Members with respect to this settlement. These lawyers are called “Class Counsel.” You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. You do not need to retain your own attorney in order to participate as a Class Member. If you do not opt out of the class and want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Total Settlement Amount for their attorneys’ fees. These fees would compensate Class Counsel for investigating the facts and negotiating the settlement. Class Counsel will also ask the Court to approve payment for the out-of-pocket costs they incurred litigating the case.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

15. How do I tell the Court that I disapprove of the settlement?

If you have not submitted an Opt-Out Statement, you can object to any portion of the settlement which you disapprove. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object to the settlement, send a letter to the Settlement Administrator saying that you object to the settlement and including all of the following: (i) all of your objections to the settlement, and any supporting documentation; and (ii) your name, address, and telephone number.

As an Objector, you also have the right to appear at the Fairness Hearing before the Court (explained in Sections 17 and 18 below) either in person or through your own counsel. If you wish to appear at the Fairness Hearing, you can state your intention to do so in your letter to the Settlement Administrator. Participating Class Members can also verbally object to the settlement at the Fairness Hearing.

Objections should be mailed to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR CONTACT]

Written objections must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING]**.

16. What's the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the settlement and asking the Court not to approve the settlement as is. You can object only if you stay in the Class.

Opting out (also known as excluding yourself) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an Opt-out Statement, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Settlement Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold the Fairness Hearing on _____ in _____. The hearing may be held remotely by video or telephone.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the contact information provided in Section 20 below if you have any questions about the date and time of the Fairness Hearing.

18. Do I have to come to the fairness hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

19. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.XXX.com.

20. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, [phone number and email address](#) _____ or Class Counsel at:

Jahan Sagafi
OUTTEN & GOLDEN LLP
One California, 12th Floor
San Francisco, CA 94111
Telephone: (415) 638-8800
XX@outtengolden.com

DATED: _____, 20__

Do not contact the Court directly for any reason.

IMPORTANT REMINDER REGARDING BANFIELD SETTLEMENT

Recently you should have received a settlement payment in the mail, in the form of a check, from a class action lawsuit against Banfield.

IMPORTANT: Our records indicate that you have not yet deposited or cashed your settlement check. Settlement checks that are not deposited or cashed by [DATE] will be null and void. You will release the claims covered by the settlement even if you do not deposit or cash your settlement check.

If you have any questions, you may contact the Settlement Administrator at [PHONE] or [EMAIL], or Class Counsel: Jahan Sagafi at Outten & Golden LLP at (415) 638-8800 or XX@outtengolden.com.

Dear [PAGA Member Name]:

The enclosed check is your share of the Labor Code Private Attorneys General Act ("PAGA") settlement payment in the *Bellows v. Medical Management International, Inc., d/b/a Banfield Pet Hospital* (Case No. [XXXX]) filed in XX. You are receiving this check because you are a member of this settlement's California PAGA Group, which is defined to include all individuals employed by Banfield Pet Hospital ("Banfield") in the State of California as a Practice Manager at any time between April 21, 2022 and October 15, 2024.

In the lawsuit, the Plaintiff alleged that Banfield: (1) failed to provide proper and complete payment for all wages due; (2) failed to provide proper meal breaks or premium payments in lieu thereof; (3) failed to provide proper rest breaks or premium payments in lieu thereof; (4) failed to properly reimburse for business expenses; (5) failed to provide proper wage statements; (6) failed to provide timely and/or complete pay during employment; (7) failed to provide timely and/or completely pay at or after termination of employment; (8) committed recordkeeping violations; and (9) violated the Unfair Competition Law. Plaintiff also alleged a PAGA claim brought on behalf of the State of California, which if proven, would entitle the State of California to recover civil penalties from Banfield. Banfield asserts that none of Plaintiff's claims are valid and denies that it did anything wrong.

As part of the settlement of the PAGA claim, Banfield agreed to pay \$15,000 which will be distributed according to PAGA's requirement that 65% (or \$9,750) be distributed to the California Labor & Workforce Development Agency and the remaining 35% (or \$5,250) be paid to PAGA Members. Your individual PAGA settlement payment is determined by your proportional share of the \$XX, based on the number of workweeks you were employed between April 21, 2022 and October 15, 2024 as a Practice Manager in California. This PAGA settlement check is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this settlement, you are precluded from bringing any and all claims relating to penalties under PAGA that accrued during your employment as Practice Manager during the relevant PAGA Period. Unless you excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

Enclosed you will also find an IRS Form 1099 for 100% of the PAGA settlement payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date and will be donated to two 501(c)(3) tax-exempt organizations as *cy pres* beneficiaries, selected by the parties. If you have any questions about the calculation of your payment, please contact the Settlement Administrator at XX or XX or Class Counsel, Outten & Golden LLP, at (415) 638-8800 or XX@outtengolden.com.

Regards,

Banfield Settlement Administrator

EXHIBIT D

Dear [PAGA Member Name]:

The enclosed check is your share of the Labor Code Private Attorneys General Act ("PAGA") settlement payment in the *Bellows v. Medical Management International, Inc., d/b/a Banfield Pet Hospital* (Case No. [XXXX]) filed in XX. You are receiving this check because you are a member of this settlement's California PAGA Group, which is defined to include all individuals employed by Banfield Pet Hospital ("Banfield") in the State of California as a Practice Manager at any time between April 21, 2022 and October 15, 2024.

In the lawsuit, the Plaintiff alleged that Banfield: (1) failed to provide proper and complete payment for all wages due; (2) failed to provide proper meal breaks or premium payments in lieu thereof; (3) failed to provide proper rest breaks or premium payments in lieu thereof; (4) failed to properly reimburse for business expenses; (5) failed to provide proper wage statements; (6) failed to provide timely and/or complete pay during employment; (7) failed to provide timely and/or completely pay at or after termination of employment; (8) committed recordkeeping violations; and (9) violated the Unfair Competition Law. Plaintiff also alleged a PAGA claim brought on behalf of the State of California, which if proven, would entitle the State of California to recover civil penalties from Banfield. Banfield asserts that none of Plaintiff's claims are valid and denies that it did anything wrong.

As part of the settlement of the PAGA claim, Banfield agreed to pay \$15,000 which will be distributed according to PAGA's requirement that 65% (or \$9,750) be distributed to the California Labor & Workforce Development Agency and the remaining 35% (or \$5,250) be paid to PAGA Members. Your individual PAGA settlement payment is determined by your proportional share of the \$XX, based on the number of workweeks you were employed between April 21, 2022 and October 15, 2024 as a Practice Manager in California. This PAGA settlement check is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this settlement, you are precluded from bringing any and all claims relating to penalties under PAGA that accrued during your employment as Practice Manager during the relevant PAGA Period. Unless you excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

Enclosed you will also find an IRS Form 1099 for 100% of the PAGA settlement payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date and will be donated to two 501(c)(3) tax-exempt organizations as *cy pres* beneficiaries, selected by the parties. If you have any questions about the calculation of your payment, please contact the Settlement Administrator at XX or XX or Class Counsel, Outten & Golden LLP, at (415) 638-8800 or XX@outtengolden.com.

Regards,
Banfield Settlement Administrator

EXHIBIT E

IMPORTANT REMINDER REGARDING BANFIELD SETTLEMENT

Recently you should have received a settlement payment in the mail, in the form of a check, from a class action lawsuit against Banfield.

IMPORTANT: Our records indicate that you have not yet deposited or cashed your settlement check. Settlement checks that are not deposited or cashed by [DATE] will be null and void. You will release the claims covered by the settlement even if you do not deposit or cash your settlement check.

If you have any questions, you may contact the Settlement Administrator at [PHONE] or [EMAIL], or Class Counsel: Jahan Sagafi at Outten & Golden LLP at (415) 638-8800 or XX@outtengolden.com.

EXHIBIT F



Advocates for Workplace Fairness

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

Re: PAGA Notice of California Labor Code Claims against Medical Management International d/b/a Banfield Pet Hospital

Dear PAGA Administrator:

Outten & Golden LLP represents Jessica Bellows, a former non-exempt-classified Practice Manager for Medical Management International d/b/a Banfield Pet Hospital (“Banfield”). Ms. Bellows was employed by Banfield from approximately October 19, 2020 until approximately October 22, 2022.

As set forth below, Ms. Bellows alleges that Banfield failed to pay her and other similarly-situated employees as required by California law. Specifically, Ms. Bellows alleges that Banfield failed to pay her and other California Practice Managers for overtime hours worked while off the clock, reimburse her for business expenses, provide meal and rest breaks as required under the law, provide compliant wage statements, pay her timely, or provide final pay timely post-termination. Accordingly, Ms. Bellows contends that Banfield unlawfully failed to pay her and other Practice Managers overtime compensation for all hours worked over 40 in a workweek and/or over eight hours in a workday in violation of Cal. Labor Code §§ 510, 1194, 1198 and the corresponding Wage Order. Additionally, Ms. Bellows alleges that Banfield violated California law by: (1) failing to provide meal and rest breaks in accordance with Cal. Labor Code §§ 218.5, 226.7, 512 and the applicable Wage Order; (2) failing to timely pay wages during employment and upon separation in accordance with Cal. Labor Code §§ 201-204; (3) failing to provide timely, accurate, and itemized wage statements in accordance with Cal. Labor Code §§ 226, 226.3; and (4) failing to provide reimbursement for reasonable and necessary business expenditures pursuant to Cal. Labor Code § 2802 and the corresponding Wage Order.

This letter serves as notice of our intent to seek civil penalties pursuant to the Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698, *et seq.*, on behalf of Ms. Bellows and similarly-situated Practice Managers who worked for Banfield in the State of California at any time since May 4, 2019. Ms. Banfield alleges that Banfield violated numerous provisions of the California Labor Code, including, but not limited to: §§ 201-204, 226, 226.7, 510, 512, 1194, 1198, and 2802 and provisions of the applicable Wage Order. Ms. Banfield will seek all applicable civil penalties on behalf of herself and all similarly-situated Practice Managers, including but not limited to penalties pursuant to the aforementioned statutes and California Labor Code §§ 210, 218.5, 226.3, 226.6, 558, and 2699, and the applicable Wage Order.

The facts and claims contained herein are based on the information available at the time of this writing. Ms. Bellows reserves the right to revise and/or add amend this letter.

Based on the foregoing, Ms. Bellows intends to file a civil action to pursue claims against Banfield and to seek PAGA remedies for these violations. Ms. Bellows respectfully requests that the Labor & Workforce Development Agency notify her if it intends to investigate the above allegations pursuant to PAGA.

Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact us at (415) 638-8800.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jahan Sagafi', written in a cursive style.

Jahan Sagafi

EXHIBIT G



Advocates for Workplace Fairness

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

Re: PAGA Notice of California Labor Code Claims against Medical Management International d/b/a Banfield Pet Hospital

Dear PAGA Administrator:

Outten & Golden LLP represents Jessica Bellows, a former non-exempt-classified Practice Manager for Medical Management International d/b/a Banfield Pet Hospital (“Banfield”). Ms. Bellows was employed by Banfield from approximately October 19, 2020 until approximately October 22, 2022. On July 26, 2024, we sent a letter notifying your office of Ms. Bellows’ claim against Banfield under PAGA based on Banfield’s violations of the Labor Code. We submit this amended letter to clarify the scope of her PAGA claims.

As set forth below, Ms. Bellows alleges that Banfield failed to pay her and other similarly-situated employees as required by California law. Specifically, Ms. Bellows alleges that Banfield failed to pay her and other California Practice Managers for all wages owed (including minimum wage, straight time wages, premium wages, overtime, time-and-a-half, and double time), reimburse her for business expenses, provide meal and rest breaks and/or meal and rest period premium payments in lieu thereof as required under the law, provide compliant wage statements, pay her timely, or provide final pay timely post-termination, and had a policy and practice of prohibiting Practice Managers from recording all of their hours. Accordingly, Ms. Bellows contends that Banfield unlawfully failed to pay her and other Practice Managers overtime compensation for all hours worked over 40 in a workweek and/or over eight hours in a workday in violation of Cal. Labor Code §§ 510, 1194, 1198 and the corresponding Wage Order. Additionally, Ms. Bellows alleges that Banfield violated California law by: (1) failing to provide meal and rest breaks in accordance with Cal. Labor Code §§ 218.5, 226.7, 512 and the applicable Wage Order; (2) failing to timely pay wages during employment and upon separation in accordance with Cal. Labor Code §§ 201-204; (3) failing to provide timely, accurate, and itemized wage statements and knowingly and intentionally failing to keep accurate records of hours worked in accordance with Cal. Labor Code §§ 226, 226.3, 1174, and 1174.5; and (4) failing to provide reimbursement for reasonable and necessary business expenditures pursuant to Cal. Labor Code § 2802 and the corresponding Wage Order.

This letter serves as notice of our intent to seek civil penalties pursuant to the Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698, *et seq.*, on behalf of Ms. Bellows and similarly-situated Practice Managers who worked for Banfield in the State of California at any time since May 4, 2019. Ms. Banfield alleges that Banfield violated numerous provisions of the California Labor Code, including, but not limited to: §§ 201-204, 226, 226.7, 510, 512, 1194,

1198, and 2802 and provisions of the applicable Wage Order. Ms. Banfield will seek all applicable civil penalties on behalf of herself and all similarly-situated Practice Managers, including but not limited to penalties pursuant to the aforementioned statutes and California Labor Code §§ 204, 210, 218.5, 221, 225.5, 226.3, 226.6, 226.7, 512, 558, 1174, and 2699, and the applicable Wage Order.

The facts and claims contained herein are based on the information available at the time of this writing. Ms. Bellows reserves the right to continue to revise and/or add amend this letter.

Based on the foregoing, Ms. Bellows intends to file a civil action to pursue claims against Banfield and to seek PAGA remedies for these violations. Ms. Bellows respectfully requests that the Labor & Workforce Development Agency notify her if it intends to investigate the above allegations pursuant to PAGA.

Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact us at (415) 638-8800.

Sincerely,

Jahan Sagafi
jsagafi@outtengolden.com

Exhibit 2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit 1

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

INITIALS: _____

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4/30/2025
[REDACTED]

Atty gen. [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE
Bellows v. Medical Management International d/b/a Banfield Pet Hospital

Plaintiff Jessica Bellows (“Plaintiff”) and Defendant Medical Management International, Inc., d/b/a Banfield Pet Hospital (“Defendant”) (collectively with Plaintiff, the “Parties”) hereby enter into this Settlement Agreement and Release (“Agreement”) to resolve the wage and hour claims of Plaintiff and Covered Employee Positions (as defined below).

RECITALS

WHEREAS, Plaintiff was employed by Banfield and, on March 31, 2023, notified Banfield of claims on behalf of herself and Banfield Practice Managers nationwide under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (“FLSA”) (“Federal Wage Claim”), and claims on behalf of Plaintiff and Banfield Practice Managers employed in California under Cal. Labor Code § 510 (daily overtime), Cal. Labor Code §§ 201, 202, 203, and 204 (failure to timely pay wages); Cal. Labor Code § 226(a) (failure to provide compliant wage statements); and the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), and further, via email through counsel on April 24, 2023, Plaintiff notified Banfield of claims on behalf of herself and Banfield Practice Managers employed in California under Cal. Labor Code § 510 (weekly overtime) (the “California Wage Claims”);

WHEREAS, also on March 31, 2023, Plaintiff notified Banfield of individual discrimination claims under the Fair Employment and Housing Act (“FEHA”), Cal. Gov. Code § 12940, the Pregnancy Disability Leave Law (“PDL”), Cal. Gov. Code § 12945, and the California Family Rights Act (“CFRA”), Cal. Gov. Code § 12945.2 (the “Individual Claims”);

WHEREAS, on May 4, 2023, the parties executed an agreement to toll the statutes of limitations for the Federal Wage Claim and California Wage Claims on behalf of Plaintiff, Potential Plaintiffs, and Non-California Practice Managers, and Individual Claims on behalf of Plaintiff, from April 21, 2023, up to and including June 20, 2023;

WHEREAS, on June 16, 2023, July 19, 2023, August 2, 2023, and September 22, 2023, the Parties, by written agreement, mutually agreed to extend the tolling period and, on or around September 22, 2023, the parties agreed that pre-litigation settlement discussions regarding the California Wage Claims and Individual Claims was warranted;

WHEREAS, following the exchange of data and documents, the Parties participated in a full-day mediation session on July 25, 2024, with the assistance of experienced wage and hour class and collective action mediator Judge Jeffrey Winikow (Ret.), accepted a mediator’s proposal, and executed a term sheet;

WHEREAS, the purpose of this Agreement is to settle fully and finally the wage and hour claims raised by Plaintiff on behalf of herself and Covered Employee Positions;

WHEREAS, Defendant and Released Parties (as defined herein) deny all liability to Plaintiff and Covered Employee Positions;

WHEREAS, Plaintiff's Counsel analyzed and evaluated the merits of Plaintiff's and other Practice Managers' claims; obtained and reviewed documents relating to Plaintiff's personnel file and Defendant's policies; analyzed payroll data; and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the claims, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that in the event of a recovery, it would not occur for several years, Plaintiff's Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of Plaintiff and the Covered Employee Positions;

NOW, THEREFORE, in consideration of the mutual covenants and promises that are set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the claims on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1. Agreement or Settlement** means this Settlement Agreement and Release and the exhibits hereto, which the Parties agree and understand set forth all material terms and conditions of the Settlement between them, and which is subject to Court approval.
- 1.2. Approved Complaint** means a Complaint identical to **Exhibit A** or, upon written agreement by counsel for all Parties, in a form substantially similar to **Exhibit A**.
- 1.3. Attorneys' Fees and Costs** means such funds as may be ordered by the Court to Plaintiff's Counsel to compensate them for their attorneys' fees and reimbursement for out-of-pocket costs.
- 1.4. Bar Date** means the date that is sixty (60) Days from the date of the initial mailing of Notice, except for Class Members to whom Notice is re-mailed, for whom the Bar Date shall be the later of sixty (60) Days from the initial mailing or thirty (30) Days from the date of re-mailing, whichever is later, provided that no re-mailings will be completed after the 60th day following the initial mailing. The Bar Date is the deadline for Class Members' Objections or Opt-out Statements, if any.
- 1.5. Check Cashing Period** shall mean the one-hundred-eighty- (180-) day period beginning the day the Settlement Administrator sends the Settlement Checks to Participating Class Members and PAGA Members who do not elect to receive their Settlement Payments via Electronic Payment.

- 1.6. **Class List** means a list of all Class Members and PAGA Members, including their names, last known addresses, last known telephone numbers, last known personal email addresses (if any), social security numbers, number of Eligible Class Pay Periods and Eligible PAGA Pay Periods.
- 1.7. **Class Members** means all individuals who worked in a Covered Employee Position at any point during the Class Period.
- 1.8. **Class Period** means the period between April 21, 2019, and October 15, 2024.
- 1.9. **Class Settlement Amount** means each Class Member's share of the payments calculated in accordance with this Agreement pursuant to Section 9.7.
- 1.10. **Covered Employee Positions** means all individuals employed by Defendant in the State of California as a Practice Manager at any time between April 21, 2019, and October 15, 2024.
- 1.11. **Days** means calendar days.
- 1.12. **Defendant** or **Banfield** means Medical Management International, Inc. d/b/a Banfield Pet Hospital.
- 1.13. **Defendant's Counsel** means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.14. **Effective Date** means the date on which the Final Approval Order becomes a non-appealable order.
- 1.15. **Electronic Payment** means the payment issued to each Participating Class Member and/or PAGA Member that elects on the settlement administration website maintained by the Settlement Administrator to receive payment of their Class Settlement Amount and PAGA Settlement Amount through electronic means and electronically agrees to the release of claims language set forth in Section 10. Such election shall be made prior to the entry of the Final Approval Order. For PAGA Members who are also Participating Class Members, the Class Settlement Amount and PAGA Settlement Amount will be combined in one payment.
- 1.16. **Eligible Class Pay Period** means each pay period in which a Class Member was employed during the Class Period, unless Defendant's records show the employee was on a leave of absence for the full pay period.
- 1.17. **Eligible PAGA Pay Period** means each pay period during which Defendant employed a PAGA Member during the relevant PAGA Period.

- 1.18. **Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation in this Action, including but not limited to FICA, FUTA, and SUTA obligations.
- 1.19. **Fairness Hearing** means the hearing before the Court relating to the Motion for Final Approval.
- 1.20. **Final Approval Order** means the Order entered by the Court after the Fairness Hearing, certifying the Class for settlement purposes, approving the terms and conditions of this Agreement, and authorizing distribution of the Electronic Payments and Settlement Checks, Service Award, and Attorneys' Fees and Costs, consistent with this Agreement.
- 1.21. **Funding Date** means twenty-one (21) days after the Effective Date.
- 1.22. **LWDA Payment** means sixty-five percent (65%) of the PAGA Fund, or Nine Thousand Seven Hundred and Fifty Dollars (\$9,750), which shall be paid to the California Labor and Workforce Development Agency (LWDA).
- 1.23. **Motion for Final Approval** means documents and materials to be filed with the Court pursuant to Section 7, seeking final approval of the settlement, Attorneys' Fees and Costs, and Service Awards.
- 1.24. **Net Fund** means the Total Settlement Amount minus Plaintiff's counsel's fees and costs, Plaintiff's service award, settlement administration expenses, and the PAGA Fund.
- 1.25. **Notice** means the Court-approved Official Court Notice of Class Action Settlement, as authorized in the Preliminary Approval Order, in a form identical to **Exhibit C** or, upon written agreement by counsel for all Parties, in a form substantially similar to **Exhibit C**.
- 1.26. **Objection** means the written statement that an individual Class Member submits to object to the Settlement.
- 1.27. **Objector** means a Class Member who properly and timely files an Objection to the Settlement and does not include any Class Member who opts-out of this Settlement.
- 1.28. **Operative Complaint** means the Complaint filed in connection with the Motion for Preliminary Approval of Settlement.
- 1.29. **Opt-Out Statement** is a written, signed statement that an individual Class Member submits to opt out and be excluded from this Settlement.
- 1.30. **PAGA Fund** means Fifteen Thousand Dollars (\$15,000) of the Total Settlement Amount

that is attributed to settle fully and finally the PAGA claims of PAGA Members.

- 1.31. **PAGA Notice** means the notice submitted by Plaintiff to the LWDA on July 26, 2024, and the supplemental notice submitted by Plaintiff to the LWDA on March 20, 2025, and attached with proof of submission as **Exhibits F and G**.
- 1.32. **PAGA Members** means all individuals who worked in a Covered Employee Position at any point during the PAGA Period.
- 1.33. **PAGA Check Enclosure Letter** means the Court-Approved letter to PAGA Members attached as **Exhibit D**.
- 1.34. **PAGA Payment** means thirty-five percent (35%) of the PAGA Fund, or Five Thousand Two Hundred and Fifty Dollars (\$5,250), which shall be paid to PAGA Members.
- 1.35. **PAGA Period** means the period between April 21, 2022, and October 15, 2024.
- 1.36. **PAGA Settlement Amount** means each PAGA Member's share of the PAGA Payment calculated in accordance with this Agreement pursuant to Section 9.8.
- 1.37. **Participating Class Members** means all Class Members who do not timely submit Opt-Out Statements before the Bar Date.
- 1.38. **Parties** means Plaintiff and Defendant.
- 1.39. **Plaintiff** means Jessica Bellows.
- 1.40. **Plaintiff's Counsel** means Outten & Golden, LLP.
- 1.41. **Preliminary Approval Order** means the Order entered by the Court: (1) preliminarily certifying the Class solely for the purpose of effectuating the Agreement; (2) preliminarily approving the terms and conditions of this Agreement; (3) appointing Plaintiff's Counsel as Class Counsel; (4) directing the manner and timing of providing Notice to Class Members and PAGA Members; and (5) setting dates to effectuate the terms of this Agreement, including the date of the Fairness Hearing.
- 1.42. **Preliminary Approval Date** means the date on which the Court enters the Preliminary Approval Order.
- 1.43. **Preliminary Approval Motion** means documents and materials to be filed with the Court seeking preliminary approval of this Agreement and the issuance of the Preliminary Approval Order.

- 1.44. Proposed Judgment** means the proposed judgment attached as **Exhibit B**.
- 1.45. Qualified Settlement Fund or QSF** means the account established by the Settlement Administrator for the Total Settlement Amount paid by Defendant.
- 1.46. Release Effective Date.** The Released Class Claims and Released PAGA Claims shall be deemed effective as to Class Members as of the date Settlement Checks are sent (or electronic payments are wired) to Class and PAGA Members.
- 1.47. Released Class Claims** means all causes of action and factual or legal theories that could reasonably arise out of or relate to the following claims for relief: (1) unpaid wages (including minimum wage, straight time wages, premium wages, overtime, time-and-a-half, and double time); (2) failure to provide proper meal periods and/or meal period premium payments in lieu thereof; (3) failure to provide proper rest breaks and/or proper rest break premium payments in lieu thereof; (4) unreimbursed business expenses; (5) improper wage statements; (6) untimely and/or incomplete pay during employment; (7) untimely and/or incomplete pay at or after termination of employment; (8) recordkeeping violations; (9) the Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*; and (10) all damages, liquidated damages, penalties, interest, attorneys’ fees and costs and other amounts recoverable pursuant to the other released claims described above under California law to the fullest extent possible.
- 1.48. Released PAGA Claims** means all claims for civil penalties available under California’s Private Attorneys General Act arising out of or relating to the Released Class Claims, to the full extent permitted by law, for the entirety of the PAGA Period. The Released PAGA Claims include all PAGA claims that could have been premised on the facts alleged in Plaintiff’s Amended PAGA Notice and PAGA Members will release PAGA claims even if class members request exclusion from the class.
- 1.49. Released Parties** means Defendant, its respective affiliates, subsidiaries, predecessors, successors, and all other related entities, including but not limited to any entity doing business as “Banfield Pet Hospital” pursuant to an agreement with Defendant, all of their respective incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities.
- 1.50. Reminder** means the Court-approved reminder to be sent by the Settlement Administrator to Participating Class Members and PAGA Members who have not received Electronic Payment and who have not cashed their Settlement Checks, reminding them to cash their Settlement Checks in a form substantially similar to **Exhibit E**.
- 1.51. Service Awards** means the Court-approved award to be paid to Plaintiff of up to ten

thousand dollars and zero cents (\$10,000.00) in recognition for her service as a class representative. If the Court reduces or does not approve the requested Service Award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Agreement and it will remain binding upon Court approval.

- 1.52. Individual Settlement Amount** means each Participating Class share of the Net Fund calculated in accordance with this Agreement, including both the Class Settlement Amount and PAGA Settlement Amount.
- 1.53. Settlement Check** means the check issued to each Participating Class Member for their Individual Settlement Amount (other than those Participating Class Members and/or PAGA Members who elect Electronic Payment prior to entry of the Final Approval Order). For PAGA Members who are also Participating Class Members, the Class Settlement Amount and PAGA Settlement Amount will be combined in one check.
- 1.54. Total Settlement Amount** means Six Hundred and Fifty-Five Thousand Dollars (\$655,000.00), which is the total amount that Defendant has agreed to pay to fully resolve these claims, subject to Section 9.1(b), and which includes Court-approved Attorneys' Fees and Costs; Court-approved Service Award; all interest; all liquidated damages; the PAGA Fund; and settlement administration costs. The Total Settlement Amount does not include Employer Payroll Taxes, which Defendant shall pay separately.

2. MOTION FOR PRELIMINARY SETTLEMENT APPROVAL

- 2.1. Filing of Approved Complaint.** Within 14 days of the execution of this Agreement, Plaintiff will file the Approved Complaint in Los Angeles Superior Court.
- 2.2. Preliminary Approval.** Plaintiff's Counsel shall submit the Preliminary Approval Motion to the Court within three (3) days after Plaintiff's Counsel files the Approved Complaint. The Preliminary Approval Motion shall include: (1) the proposed Notices attached hereto as **Exhibits C and E**; (2) a proposed Preliminary Approval Order; and (3) the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying the Class under applicable law for settlement purposes only and preliminarily approving the Agreement. The Preliminary Approval Motion will seek a date for the Fairness Hearing before the Court at the earliest practicable date. Plaintiff's Counsel will provide a draft of the Preliminary Approval Motion to Defendant's Counsel at least three (3) court days before filing.

3. SETTLEMENT ADMINISTRATION AND NOTICE TO CLASS MEMBERS

- 3.1.** The Settlement Administrator will be Analytics LLC. Defendant and Defendant's counsel shall not enter into any contractual relationship with the Settlement Administrator.
- 3.2. Settlement Administration Costs.** All Settlement Administrator's costs and expenses

shall be paid from the Total Settlement Amount, in an amount not to exceed \$15,499.00, which is necessary for the time and expense for the Settlement Administrator to administer notice, process any objections or opt-out notices, and issue settlement payments, among other duties outlined below.

3.3. Settlement Administrator Experience. Analytics LLC (“Analytics”) has been selected as the Settlement Administrator. Analytics is an experienced Settlement Administrator which has administered settlements ranging in size from fewer than 100 class members to more than 40 million, including one of the largest mailed-notice campaigns in history. Analytics brings 55 years of experience in administering labor and employment settlements. Analytics has developed, documented, and implemented extensive programs to provide security for the information and information systems that support its class action consulting operations. Analytics has either an “authority to operate” or “authority to use” from the Federal Trade Commission and the Securities and Exchange Commission under the Federal Information Security and Management Act to maintain critical and sensitive data regarding class members and potential claimants. This independent review and approval covers all of the systems, processes, and procedures needed to ensure the confidentiality, integrity and availability of client/claimant data. Analytics’ privacy policies and assessments that will govern this engagement have been reviewed and approved by the Federal Trade Commission, including a review by its Chief Privacy Officer. Analytics has developed policies and procedures to secure its physical and network environments and to ensure the protection of data. It has invested in a layered set of trusted security personnel, controls, and technology to protect the data we handle. It has a dedicated information security team comprised of highly trained, experienced, and qualified security professionals. Its practices and systems are compliant with the California Consumer Privacy Act, as currently drafted, and follow local, national, and international privacy regulations. Analytics currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage. It maintains a \$10 Million liability policy and then additional cyber security (\$5 million) and crime/fidelity bonding (\$5 million) policy.

3.4. Duties of the Settlement Administrator. The Settlement Administrator will be responsible for: (1) establishing a QSF account within twenty-one (21) days after final approval of the Settlement; (2) preparing, printing, and disseminating the Notice via First Class U.S. Mail, email, and text message to Class Members and PAGA Members; (3) preparing and upon Defendant’s approval, sending notices of the settlement to “appropriate federal officials” in California as well as to other federal agencies as required by the Class Action Fairness Act of 2005, to be sent within 10 days of filing of the Preliminary Approval Motion; (4) making commercially reasonable searches for new addresses to those Class Members with no listed forwarding address, including by tracing any Notices returned undeliverable by mail, email, or text up to two times to obtain a new mailing address, email address, or phone number and resending the Notices, and sending Notice via mail or email to any Class Member who contacts the Settlement Administrator or Plaintiff’s Counsel and requests a Notice between the initial mailing of the Notice and the Bar Date; (5) maintaining an email address and toll-free phone number which Class Members can use to make inquiries and provide address updates; (6) preparing,

monitoring, and maintaining a website where Class Members can elect Electronic Payment (and as a condition to such election, electronically agree to the release of claims set for in Section 10 below), review the Settlement Agreement, Notice, contact information for the Settlement Administrator and Plaintiff's Counsel, and provide address updates; (7) promptly furnishing to Plaintiff's Counsel and Defendant's Counsel copies of any Class Members' Objections and Opt-Out Statements that the Settlement Administrator receives; (8) receiving and tracking Class Members' Opt-Out Statements, Objections, and other correspondence; (9) confirming the number of Eligible Class Pay Periods and Eligible PAGA Periods attributable to each Class Member and PAGA Member; determining the Class Settlement Amount allocated to each Class Member, and the PAGA Settlement Amount allocated to each PAGA Member, in accordance with this Agreement, along with the amount of all payroll taxes to be paid and deductions to be withheld, including Defendant's funding obligations for Employer Payroll Taxes; (10) issuing Electronic Payments to those Participating Class Members and PAGA Members who timely elect Electronic Payment and preparing and mailing Settlement Checks to Participating Class Members and PAGA Members who do not timely elect Electronic Payment; (11) preparing and sending Reminders via mail and email, and text message to Class Members and PAGA Members who have not yet cashed their Settlement Checks or received Electronic Payment, reminding them to cash their checks; (12) providing a report of uncashed checks to the Parties' counsel half-way through the Check Cashing Period; (13) distributing any Court-approved Service Award and Attorneys' Fees and Costs; (14) calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; (15) determining the tax characterization of the Service Awards; (16) working with Class Counsel and Defendant's Counsel to resolve disputes raised by Class Members regarding Defendant's records and/or the calculation of their Individual Settlement Amount pursuant to Section 9.8 below; (17) referring to Plaintiff's Counsel all inquiries by Class Members regarding matters not within the Settlement Administrator's duties specified herein; (18) retaining and providing a copy of Settlement Checks endorsed by Participating Class Members to Parties' counsel and, as applicable, retaining and providing a copy of each Participating Class Members' election to receive Electronic Payment so that Plaintiff's Counsel can file the negotiated checks or electronic payment form with the Court; (19) timely responding to communications from the Parties' counsel; (20) maintaining adequate records of its activities, including the dates of the mailing(s) of Notice, returned mail and other communications and attempted written or electronic communications with Class Members; (21) protecting the personal data of Class Members, including Social Security numbers, from public disclosure; (22) indemnifying the Parties for any penalty or interest arising out of an incorrect calculation or late deposit of the same; (23) preparing a final accounting of settlement funds remaining in the QSF after the expiration of the Check Cashing Period, and distributing the remaining funds in accordance with this Agreement; (24) preparing and providing a compliance affidavit in connection with the Application for Final Approval; and (25) such other tasks as set forth herein, or as the Parties mutually agree, or as otherwise determined by the Settlement Administrator as necessary in effectuating its duties.

- 3.5. Settlement Administrator Indemnity.** The Settlement Administrator shall indemnify the Parties and counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.
- 3.6. Access to the Settlement Administrator.** The Parties will have reasonable access to the Settlement Administrator and information related to the administration of the Settlement throughout the settlement administration period. Notwithstanding the foregoing, the Settlement Administrator shall maintain in confidence, and not share any of the information contained in the definition of the Class List. The Settlement Administrator will provide regular reports to counsel for the Parties regarding the status of the mailing of the Notice, Settlement Checks, PAGA Settlement Checks, and Reminders and the payment of the Electronic Payments.
- 3.7.** Defendant agrees to reasonably cooperate with the Settlement Administrator and to provide currently available and existing information to the extent necessary to calculate the Individual Settlement Amounts to be distributed pursuant to this Agreement and locate Class Members and PAGA Members.

4. NOTICE

- 4.1. Class List.** Within seven (7) Days of the Preliminary Approval Order, Defendant's Counsel shall provide the Settlement Administrator with the Class List. The Settlement Administrator will verify Defendant's calculation of the Eligible Class Pay Periods and Eligible PAGA Pay Periods, and shall also provide the Parties with those calculations regarding the number of Eligible Class Pay Periods included in the Class List, so that the Parties are able to determine whether Defendant is required to increase the Total Settlement Amount in accordance with Section 9.1(b). The Settlement Administrator will also update the list prior to the initial mailing by use of the National Change of Address Registry.
- 4.2. Notice Content.** The Notice will include a description of the claims and this Agreement, the Class Member's Work Dates, the number of Eligible Class Pay Periods and Eligible PAGA Pay Periods, information about how to dispute Defendant's records, the estimated amount of each Class Member's Settlement Check, and the opportunity (and consequences) of objecting or opting-out or participating by either electing Electronic Payment or endorsing and cashing a Settlement Check, and/or to appear at the Fairness Hearing, as applicable. The Notice will advise Class Members of a website where they can review information regarding the settlement and elect Electronic Payment. The Settlement Administrator shall send text message notices that comply with the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227 (or similar state or local laws).
- 4.3. Notice Distribution.** Within twenty-one (21) Days of the Preliminary Approval Date, the Settlement Administrator shall send to all Class Members the Court-approved Notice

via mail, e-mail, and text message, with a link and/or QR code to the website.

- 4.4. Skip Trace and Remailing.** The Settlement Administrator shall use all commercially reasonable means to confirm Class Members' addresses and obtain new addresses, as necessary. In the event that a Notice is returned as undeliverable, the Settlement Administrator shall attempt to obtain a correct address, including by tracing any Notices returned undeliverable by mail, email, or text up to two times to obtain a new mailing address, email address, or phone number and resending the Notices by mail and/or other relevant means, provided that no remailing takes place after the 30th day after the initial mailing is sent out. The Settlement Administrator shall also mail or email a Notice to any Class Member who contacts the Settlement Administrator or Plaintiff's Counsel during the period between the initial mailing of the Notice and the Bar Date and requests a Notice. In advance of the Fairness Hearing, the Settlement Administrator shall submit a compliance affidavit reflecting completion of these efforts.

5. CLASS MEMBER OPT-OUTS.

- 5.1.** Class Members shall have until the Bar Date to opt-out.
- 5.2. Opt-Out Statement.** Class Members who choose to opt-out of the Settlement must submit a written, signed Opt-Out Statement to the Settlement Administrator that states that they are opting out of the settlement, and includes their name, address, telephone number, and a statement indicating their intention to opt-out, such as: "I opt out of the Banfield wage and hour settlement." To be effective, the Opt-Out Statement must be post-marked or otherwise received by the Bar Date.
- 5.3.** The Settlement Administrator will stamp the received date on the original of each Opt-Out Statement that it receives and shall serve copies of each Opt-Out Statement on Plaintiff's Counsel and Defendant's Counsel no later than three (3) days after receipt. The Settlement Administrator shall provide all Opt-out Statements as exhibits to its compliance affidavit to be filed with the Motion for Final Approval. The Settlement Administrator will retain the stamped originals of all Opt-Out Statements and the originals of all envelopes accompanying Opt-Out Statements in its files until the Effective Date.

6. OBJECTIONS TO SETTLEMENT

- 6.1.** Participating Class Members shall have until the Bar Date to object.
- 6.2.** Participating Class Members who wish to object to the Settlement at the Fairness Hearing must first do so in writing. To be considered, such Objection must be sent to the Settlement Administrator and post-marked or otherwise received by the Bar Date. The Objection must include all reasons for objecting to the Settlement or the Agreement, and any supporting documentation. The Objection must also include the name, address, and telephone number for the Objector. All objections will be scanned into the electronic case docket, and the parties will receive electronic notices of filings. Class Members who

opt out may not object.

- 6.3. An Objector has the right to appear at the Fairness Hearing either on their own behalf or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state their intention to do so in writing on their Objection at the time they submit their Objection. An Objector may withdraw their Objection at any time.
- 6.4. The Parties may file with the Court written responses to any filed Objections no later than three (3) days before the Fairness Hearing.

7. **FAIRNESS HEARING AND APPLICATION FOR FINAL APPROVAL**

- 7.1. Within thirty (30) calendar days after the Bar Date, and in accordance with the schedule set by the Court in the Preliminary Approval Order and in advance of the Fairness Hearing, Plaintiff's Counsel shall file supporting documents and materials for final approval of the Settlement ("Motion for Final Approval"). The Motion for Final Approval will include a compliance affidavit from the Settlement Administrator; an application for Attorneys' Fees and Costs and Service Award; supporting affidavits and documents from Plaintiff's Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to the Agreement; and a proposed Final Approval Order.
- 7.2. At the Fairness Hearing, and through the Motion for Final Approval, Plaintiff shall request, and Defendant will not object, that the Court, among other things: (1) finally certify the Class for purposes of settlement only; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and binding on all Participating Class Members and PAGA Members; (3) order the Settlement Administrator to distribute Electronic Payments to Participating Class Members and PAGA Members who timely elected Electronic Payment and to distribute Settlement Checks to all other Participating Class Members and PAGA Members; (4) order the Service Award, Attorneys' Fees and Costs, settlement administration costs, and the LWDA Payment to be paid from the QSF; (5) enter final judgment on all Released Class Claims and Released PAGA Claims asserted in the Operative Complaint, as set forth herein; (6) order entry of the Final Approval Order, in accordance with this Agreement; and (7) retain jurisdiction over the interpretation, implementation, and enforcement of this Agreement.
- 7.3. **Notice of Final Judgment.** Notice of the Court's entry of final judgment shall be posted on the Settlement Administrator's website.

8. **TERMINATION OF AGREEMENT**

- 8.1. **Mutual Grounds for Settlement Termination.** Either Party may terminate the Agreement if the Court declines to enter the Preliminary Approval Order or the Final Approval Order, except if the Court declines to enter the Preliminary Approval Order or the Final Approval Order due to: (1) the amount of attorneys' fees and/or costs sought by Plaintiff's Counsel; (2) the amount of the Service Award; (3) the cost of settlement administration. This Agreement is not contingent upon the Court's approval of the

above-identified categories. If the Court otherwise approves the Settlement but reduces or does not approve the requested Service Award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke or otherwise terminate this Agreement.

8.2. Defendant's Grounds for Settlement Termination. Separate and apart from Section 8.1, Defendant also maintains the right, in its sole discretion, to terminate this Settlement, and any stipulation to class certification, prior to the Final Fairness Hearing in the event that five percent (5%) or more of Class Members opt out of the settlement.

8.3. Procedures for Termination. To terminate this Agreement pursuant to Section 8.1 or 8.2, the terminating Party shall give written notice to the other Party via email within four (4) Court Days of the Court's declining to enter the Preliminary Approval Order or Final Approval Order.

8.4. Effect of Termination. Termination shall have the following effects:

- a. The Agreement shall be terminated as to the affected Parties and shall have no force or effect.
- b. Defendant shall have no obligation to make any payments pursuant to this Agreement. However, in the event of a termination pursuant to Section 8.2, Defendant shall be responsible for (i) the costs and fees associated with the Settlement Administrator subsequent to the signing of this Agreement, (ii) the costs and expenses of the Settlement Administrator associated with the mailing of the termination notice to Class Members, informing them of the settlement termination, if any, and (iii) Defendant's counsel's fees and costs. Otherwise, all such costs shall be borne by Plaintiff and Plaintiff's Counsel.
- c. If the Court grants Preliminary Approval, but not Final Approval, the Settlement Administrator will provide a Court-approved notice to Participating Class Members that the Agreement did not receive Final Approval, and that, as a result, no payments will be made to Participating Class Members under the Agreement. Such notice shall be sent by the Settlement Administrator via email and First-Class U.S. Mail.
- d. The Parties may jointly or individually seek reconsideration of a ruling by the Court declining to enter the Preliminary Approval Order or Final Approval Order in the form submitted by the Parties, or seek approval of a renegotiated settlement.
- e. If any Party terminates this Agreement pursuant to Section 8.1 or 8.2, Plaintiff may proceed with litigation as if no settlement had been attempted and the Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the entering of this Agreement. All Parties retain all arguments, including that Defendant retains the right to contest

whether the claims should be maintained as a class or collective action, and to contest the merits of the claims being asserted. If the Court has entered the Preliminary Approval Order, the Preliminary Approval Order shall be null and void, and the case may be certified only if Plaintiff is granted class or collective certification after full briefing on a motion for such certification, or if the Parties agree otherwise.

9. SETTLEMENT TERMS

9.1. Settlement Amount

- a. **Total Settlement Amount.** Defendant agrees to pay a Total Settlement Amount of Six Hundred and Fifty-Five Thousand Dollars (\$655,000.00), subject to the Escalator Clause set forth in Section 9.1(b).
- b. **Escalator.** Defendant currently estimates that for the period of May 4, 2019 through September 30, 2023 (the “Data Period”), there were approximately 22,045 workweeks in which Class Members worked in a Covered Employee Position (the “Mediation Calculated Weeks”). During settlement administration, Defendant will confirm the number of Calculated Weeks for the period of May 4, 2019, through September 30, 2023 (“Actual Calculated Weeks”). If the Actual Calculated Weeks divided by the Mediation Calculated Weeks (the “Calculated Weeks Quotient”) exceeds 107%, Defendant will increase the Total Settlement Amount by multiplying the Total Settlement Amount by the Calculated Weeks Quotient less 7%, up to a maximum increase of \$70,000. If the increase from the formula above would yield a dollar amount above \$100,000, then Plaintiff has the option to terminate the Settlement, and the parties may attempt to agree on a new settlement.
- c. **Funding Date.** Defendant shall pay the Total Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator on or before the Funding Date.

9.2. Unclaimed Funds.

- a. **Class Members Who Do Not Participate.** The Individual Settlement Amounts allocated to Class Members who submit Opt-Out Statements, if any, will become part of the Net Fund to be distributed to Participating Class Members.
- b. **Participating Class Members and Cy Pres Recipient.** Any check not cashed after the Cash Checking Period expires shall be deposited with the Cy Pres recipient, Legal Aid of Los Angeles.

9.3. Attorneys’ Fees and Costs.

- a. At the Fairness Hearing and through the Motion for Final Approval, Plaintiff’s

Counsel will petition the Court for an Order of attorneys' fees of up to one-third of the Total Settlement Amount, or \$218,333.33, plus reimbursement of their reasonable out-of-pocket costs, not to exceed \$12,000, to be paid from the QSF. Defendant will not oppose this application, including request for reconsideration if the application is denied or modified by the Court.

- b. The substance of Plaintiff's Counsel's application for Attorneys' Fees and Costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the Agreement. The outcome of any proceeding related to Plaintiff's Counsel's application for fees and expenses shall not terminate this Agreement or otherwise affect the Court's ruling on the Application for Final Approval. Any amount not approved by the Court will become part of the Net Fund to be distributed to Participating Class Members.

9.4. Service Award.

- a. In consideration of the services rendered to the Class, Plaintiff will apply to the Court to receive up to Ten Thousand Dollars (\$10,000.00) to Plaintiff Jessica Bellows, as a Service Award from the Total Settlement Amount.
- b. The application for a Service Award is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the Agreement. The outcome of the Court's ruling on the application for a Service Award will not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval, Final Approval Order, or the fairness or reasonableness of this Agreement. Defendant will not oppose Plaintiff's application for a Service Award. Any amount not approved by the Court will become part of the Net Fund to be distributed to Participating Class Members.

9.5. PAGA Fund and PAGA Payments. Fifteen Thousand Dollars (\$15,000) of the Total Settlement Amount shall be allocated for the PAGA Fund, of which Nine Thousand Seven Hundred and Fifty Dollars (\$9,750) shall be allocated for the LWDA Payment and Five Thousand Two Hundred and Fifty Dollars (\$5,250) shall be allocated for the PAGA Payment and paid to PAGA Members, pursuant to the allocation formulas as set forth below in Section 9.7.

9.6. PAGA Compliance. Plaintiff bears full responsibility for complying with all PAGA requirements that are not directed at Defendant, including filing the Amended PAGA Notice with the LWDA, the proposed settlement, and any relevant orders.

9.7. Class Settlement Amounts.

- a. Allocation to Class Members:
 - 1. Class Members will receive one (1) point for each Eligible Class Pay Period;

- b.** To calculate each Class Member's initial proportionate share:
 - 1.** Add all points for all Class Members together to obtain the "Denominator;"
 - 2.** Divide the number of points for each Class Member by the Denominator to obtain each Class Member's "Portion of the Net Settlement Fund;"
 - 3.** Multiply each Class Member's Portion of the Net Settlement Fund by the sum of the Net Fund to determine each Class Member's initial Class Settlement Amount;
 - 4.** For each Class Member, their Class Settlement Amount will be the amount of their Electronic Payment (if timely elected) or Settlement Check, except that PAGA Members will also be entitled to an additional PAGA Settlement Amount as described below.

9.8. PAGA Settlement Amounts. PAGA Members' estimated proportionate share of the PAGA Payment shall be determined by the Settlement Administrator pursuant to the following formula:

- a.** PAGA Members will receive one (1) point for each Eligible PAGA Pay Period;
- b.** To calculate each PAGA Member's proportionate share of the PAGA Payment:
 - a.** Add all points for all PAGA Members together to obtain the "Denominator;"
 - b.** Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member's "Portion of the PAGA Payment;"
 - c.** Multiply each PAGA Member's Portion of the PAGA Payment by the PAGA Fund to determine each PAGA Member's PAGA Settlement Amount;
 - d.** PAGA Members entitled to receive a PAGA Settlement Amount will be receive that amount in addition their Class Settlement Amount, if any.

9.9. Settlement Amount Disputes. The calculation of Eligible Class Pay Periods shall be confirmed by the Settlement Administrator based on Defendant's Eligible Class Pay Period calculations in accordance with this Agreement. Defendant's payroll and timekeeping data will be presumed to be correct, unless a Class Member proves otherwise to the Settlement Administrator by credible written evidence by the Bar Date. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all workweek disputes will be final and non-

appealable. All Class Member payments and PAGA payments shall be paid from the Net Fund and PAGA Fund, respectively.

9.10. Timing of Payments. Within Thirty (30) Days after the Funding Date, the Settlement Administrator will issue Electronic Payments to Participating Class Members and PAGA Members who timely elected the Electronic Payment and mail Settlement Checks to Participating Class Members and PAGA Members, the Service Award to Plaintiff, and the LWDA Payment to the LWDA, and will wire Court-approved Attorneys' Fees and Costs to Plaintiff's Counsel.

9.11. Cashing Period.

- a. Method of Payment.** Participating Class Members and PAGA Members who did not timely elect the Electronic Payment option and who will therefore receive Settlement Checks will have one-hundred eighty (180) days from the date that Settlement Checks are mailed by the Settlement Administrator to cash, deposit, or otherwise negotiate their checks.
- b. Reminders.** The Settlement Administrator will use robust efforts to ensure that Settlement Checks are received by Participating Class Members and PAGA Members, including the Settlement Administrator's use of mail, email, text message, and other efforts deemed prudent by the Settlement Administrator, for robust contact attempts and multiple reminders to timely cash checks prior to the 180-day deadline, including by enlisting assistance from Class Counsel. The Settlement Administrator will send reminders Forty-five (45) days after the issuance of checks via mail, e-mail, and text message to Participating Class Members and PAGA Members who have not yet cashed their Settlement Checks or received electronic payment, reminding them to cash their checks. After ninety (90) days from the issuance of the checks, the Settlement Administrator shall provide a report of any uncashed checks to the Parties' counsel, and Plaintiff's Counsel and/or the Settlement Administrator will make reasonable efforts to contact Participating Class Members and PAGA Members who have not yet cashed their Settlement Checks. The Settlement Administrator will take all reasonable steps to obtain the correct contact information for any Class Members for whom a check is returned as undeliverable and shall attempt a re-mailing to any Class Member for whom it obtains more recent contact information.

9.12. Tax Characterization and Defendant's Payroll Tax Responsibility.

- a.** For Participating Class Members, the Settlement Administrator shall allocate fifty percent (50%) of Class Settlement Amounts as W-2 wage payments and fifty percent (50%) as 1099 non-wage compensation for liquidated damages, statutory penalties, and interest.
- b.** For PAGA Members, the Settlement Administrator shall allocate 100% of

any PAGA Settlement Amount as 1099 non-wage compensation for civil penalties.

- c. Payments treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and the Settlement Administrator shall report these payments to the Internal Revenue Service ("IRS") and the payee under the payee's name and Social Security number on an IRS Form W-2. Payments treated as liquidated damages, statutory penalties, and interest shall be made without withholding and the Settlement Administrator shall report these payments to the IRS and the payee, to the extent required by law, under the payee's name and social security number on an IRS Form 1099. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, issuing the Electronic Payments, Settlement Checks and Service Award and issuing IRS Forms W-2 and Form 1099. Payments of Attorneys' Fees and Costs shall be made without withholding and shall be reported by the Settlement Administrator to the IRS and to Plaintiff's Counsel on an IRS Form 1099. Payment of the Service Award will be reported as deemed appropriate by the Settlement Administrator.
- d. The employee portion of all applicable income taxes for the wage payments and any tax responsibility for the non-wage payments will be the sole responsibility of the Participating Class Member.
- e. Defendant and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with its tax reporting obligations. Such information shall be kept in strict confidence and not shared with Plaintiff, Plaintiff's Counsel or any other entities except pursuant to written confirmation from Defendant's Counsel.

10. RELEASE OF CLAIMS

- 10.1. Class Release.** By operation of the entry of the Final Approval Order except as to rights or claims as may be created by this Agreement, each Participating Class Member forever and fully releases the Released Parties from the Released Class Claims.
- 10.2. PAGA Release.** By operation of the entry of the Final Approval Order, except as to rights or claims as may be created by this Agreement, each PAGA Member forever and fully releases the Released Parties from the Released PAGA Claims.
- 10.3. Plaintiff's Separate Individual Settlement.** Plaintiff and Defendant are separately entering into an individual settlement agreement by which Plaintiff shall be bound by a