

member of the Judge(s)' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Class.

25. Numerosity – Upon information and belief, the size of the Class is approximately 342 individuals.

26. Ascertainability – The identity of Class members is ascertainable through Defendant's business records.

27. Commonality and predominance – The First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action are properly maintainable as a class action because there are questions of law and fact common to the Class that predominate over any questions solely affecting individual members of the Class, including but not limited to:

a. Whether the Defendant has unlawfully failed to pay Class Members all compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 218.5, 221, 223, 226, 226.3, 510, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199; Cal. Wage Order Nos. 4-2001 and 7-2001; and the California Unfair Competition Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*;

b. Whether Defendant has unlawfully failed to furnish Class Members with proper meal period and rest breaks, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, 512 and applicable wage orders;

c. Whether Defendant has unlawfully failed to provide reimbursement for necessary business expenses;

d. Whether Defendant has unlawfully failed to keep and furnish Class Members with timely, accurate, wage statements and/or itemized records of hours worked in violation of Cal. Labor Code §§ 226, 226.3 and 1174;

e. Whether Defendant has unlawfully failed to timely pay wages due during employment and upon separation in violation of Cal. Labor Code §§ 201, 202, 203 204 and 227.3;

f. ; and

g. the nature and extent of the Class Members' injuries and the appropriate

measure of their damages.

28. Typicality – Plaintiff’s claims are typical of the claims of the Class she seeks to represent. Plaintiff’s claims arise from the same practice and course of conduct that give rise to the Class’s claims. Plaintiff and the Class sustained similar injuries arising out of Defendant’s violation of the law. There is no apparent conflict of interest between Plaintiff and the Class.

29. Adequacy – Plaintiff will fairly and adequately protect the interests of the Class and have no interests antagonistic to the Class. Plaintiff is represented by attorneys who are experienced and competent in both class litigation and employment litigation.

30. A class is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage-and-hour litigation where an individual Plaintiff lacks the financial resources to vigorously prosecute a lawsuit in federal court against the corporate Defendant. The damages sustained by individual class members are small compared to the expense and burden of individual prosecution of this litigation. Class action treatment will obviate unduly duplicative litigation and the possibility of inconsistent judgments.

31. Further, Plaintiff and Class Members have been equally affected by the Defendant’s failure to pay proper wages and other violations. Moreover, Class Members still employed by Defendant may be reluctant to raise individual claims for fear of retaliation.

32. Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

COMMON FACTUAL ALLEGATIONS

33. Plaintiff and Practice Managers have been victims of Defendant’s common policy and plan that has violated their rights under the Labor Code by requiring Practice Managers to work straight-time and overtime (including both time-and-a-half and double-time) wages. At all times relevant, Defendant’s unlawful policy and pattern or practice has been willful.

34. Upon information and belief, Defendant has a policy and pattern or practice to prohibit Practice Managers from recording all of their actual working hours.

35. All of the work performed by Practice Managers was assigned by Defendant and/or Defendant was aware of the “off-the-clock” work that Practice Managers performed.

36. Defendant failed to furnish Practice Managers with accurate itemized statements showing, *inter alia*, wages, hours worked, and rates paid as required by the California Wage Laws.

37. Defendant did not keep accurate records of hours worked by Practice Managers. That is, Practice Managers were prohibited from recording all hours worked.

38. Defendant failed to timely pay Practice Managers all wages earned and unpaid at the time of separation from employment.

39. Plaintiff and Practice Managers who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

40. Defendant failed to timely pay Practice Managers all wages due and payable twice during each calendar month, on days designated in advance by the employer as regular pay days.

41. Defendant failed to provide Practice Managers with required meal breaks.

42. Defendant failed to provide Plaintiff and Class Members with required 10-minute rest breaks.

43. Defendant failed to pay and indemnify Practice Managers for necessary business expenses and losses incurred as a direct result of the discharge of their duties of employment.

44. As part of its regular business practice, Defendant intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy that violates the California Wage Laws.

45. Defendant’s policy and pattern or practice includes but is not limited to:

a. willfully failing to record all of the time that its employees, including Plaintiff and Class Members, worked for the benefit of Defendant;

b. willfully failing to keep payroll records as required by the California Wage Laws;

c. willfully requiring Plaintiff and Class Members to work “off-the-clock” and failing to pay the proper regular rate when it did pay overtime;

d. willfully failing to pay Plaintiff and Class Members overtime wages for all of the overtime hours that they worked; and,

e. failing to pay and indemnify necessary business expenses and costs.

46. Defendant was or should have been aware that the Labor Code required it to abstain from the violations described above.

47. Defendant's failures as described above were willful, intentional, and in bad faith.

48. Defendant's unlawful conduct has been widespread, repeated, and consistent.

FIRST CAUSE OF ACTION

California Wage Laws – Unpaid Wages (Brought by Plaintiff Individually and on Behalf of the Class)

1. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

2. California law requires employers, such as Defendant, to pay non-exempt employees for all hours and at the correct rate of pay or overtime pay.

3. Plaintiff and Class Members are non-exempt employees entitled to be paid correctly for all overtime hours worked.

4. At all relevant times, Plaintiff and Class Members worked unpaid hours, including hours in excess of 40 hours in a workweek and eight hours in a workday.

5. At all relevant times, Defendant failed and refused to pay Plaintiff and Class Members the full compensation owed.

6. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiff and Class Members have sustained damages, including loss of earnings for hours worked for the benefit of Defendant in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

SECOND CAUSE OF ACTION

**California Wage Laws – Improper Wage Statements and Record-Keeping Violations
(Brought by Plaintiff Individually and on Behalf of the Class)**

7. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

8. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to Plaintiff and Class Members in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a) as well as failing to comply with other recordkeeping requirements. Such failure caused injury to Plaintiff and Class Members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled. At all times relevant herein, Defendant has failed to maintain accurate records of hours worked by Plaintiff and Class Members as required under Labor Code § 1174(d).

9. Plaintiff and Class Members are entitled to and seek injunctive relief requiring Defendant to comply with California Labor Code §§ 226(a) and 1174(d), and further seek the amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.

10. Plaintiff and Class Members are entitled to civil penalties pursuant to the California Labor Code § 226.3 in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

THIRD CAUSE OF ACTION

**California Wage Laws – Wage Payment Provisions
(Brought by Plaintiff Individually and on Behalf of the Class)**

11. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

12. California Labor Code §§ 201 and 202 require Defendant to pay its employees all

wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

13. Plaintiff and Class Members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

14. More than thirty (30) days have passed since Plaintiff and Class Members left Defendant's employ.

15. Plaintiff, on behalf of herself and Class Members, seeks waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

FOURTH CAUSE OF ACTION

California Wage Laws – Wage Payment Provisions

Cal. Lab. Code §§ 204 & 210

(Brought by Plaintiff Individually and on Behalf of the Class)

16. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

17. Under California Labor Code § 204, labor performed between the 1st and 15th days of a calendar month must be paid for between the 16th and the 26th of that month, and labor performed between the 16th and the last day of a calendar month must be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

18. California Labor Code § 210(a) provides that persons who fail to pay wages as provided in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each failure to pay each employee for any initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each

subsequent violation, or any willful or intentional violation.

19. During the Relevant Period, Defendant failed to pay Plaintiff and Class Members all of their wages earned in a timely manner, in violation of California Labor Code § 204.

20. Plaintiff, on behalf of herself and Class Members, seeks waiting time penalties pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

FIFTH CAUSE OF ACTION

California Wage Laws – Meal and Rest Period Provisions (Brought by Plaintiff Individually and on Behalf of the Class)

21. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

22. California law requires employers to afford all non-exempt workers a break of at least 30 minutes during all shifts worked in excess of five hours during which they are relieved of all duty.

23. California law further requires employers to afford all non-exempt workers one 10-minute rest break for each four hours of work or major fraction thereof, during which they are relieved of all duty.

24. Plaintiff and Class Members are non-exempt employees entitled to an off-duty 30-minute meal break for each shift of at least five hours and an off-duty 10-minute rest break for each four hours worked or major fraction thereof.

25. At all relevant times Plaintiff and Class Members regularly worked shifts of at least five hours without receiving an off-duty 30-minute meal break.

26. At all relevant times, Plaintiff and Class Members regularly worked four-hour periods, or major fractions thereof, without receiving an off-duty 10-minute rest break.

27. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiff and Class Members have sustained damages and are entitled to one hour of additional pay at the regular rate of compensation for each workday that compliant meal periods were not provided.

28. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiff and Class Members have sustained damages and are entitled to one hour of additional pay at the regular rate of compensation for each workday that compliant rest periods were not provided.

SIXTH CAUSE OF ACTION

California Wage Laws – Failure to Indemnify for Necessary Business Expenses (Brought by Plaintiff Individually and on Behalf of the Class)

1. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

2. The foregoing conduct, as alleged, violates California Labor Code section 2802 and the IWC Wage Orders, which requires employers to indemnify and reimburse employees for necessary business expenditures and losses incurred as a direct result of the discharge of their employment duties.

3. During the relevant period, Defendant failed to indemnify Plaintiff and Class Members for all necessary business expenses that they incurred as a direct result of the duties they performed for Defendant's benefit and/or at Defendant's direction.

4. As a result, Plaintiff and Class Members seek unreimbursed expenses, penalties, interest, costs incurred, and attorneys' fees pursuant to California Labor Code § 2802(b).

SEVENTH CAUSE OF ACTION

California Wage Laws – Unfair Competition California Business & Professions Code §§ 17200, *et seq.* (Brought by Plaintiff Individually and on Behalf of the Class)

29. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

30. The foregoing conduct, as alleged, violates the California Unfair Competition Law ("UCL"). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

31. Beginning at a date unknown to Plaintiff, but at least as long ago as four years prior

to the filing of this action, Defendant committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Defendant's conduct as alleged herein has injured Plaintiff Class Members by wrongfully denying them earned wages, and therefore was substantially injurious to them.

32. Defendant engaged in unfair competition in violation of the UCL by violating, *inter* each of the laws described above. Each of these violations constitutes an independent and separate violation of the UCL.

33. Defendant's course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph each constitute a separate and independent violation of the UCL. Defendant's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

34. The unlawful and unfair business practices and acts of Defendant, described above, have injured Plaintiff and Class Members in that they were wrongfully denied the payment of earned overtime wages.

35. Plaintiff, individually and on behalf of the Class, seeks recovery of attorneys' fees and costs of this action to be paid by Defendant, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

36. Plaintiff, individually and on behalf of Class Members, seeks restitution in the amount of the respective unpaid wages earned and due, including for, among other things, unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or eight hours in a day, and double the regular rate of pay for work performed in excess of 12 hours per day.

37. Plaintiff and Class Members' legal remedies for their unpaid overtime wages are inadequate because their equitable claims under the UCL are subject to a four-year statute of limitations, whereas their legal claims under the Labor Code are subject to a three-year statute of limitations.

EIGHTH CAUSE OF ACTION

PAGA Penalties for Unpaid Wages

(Brought by Plaintiff on Behalf of Herself and Aggrieved Employees)

38. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

39. The foregoing conduct, as alleged, constitutes a violation of California Labor Code §§ 510, 1194, 1198, and Wage Order Nos. 4-2001 & 7-2001, which require overtime pay for time worked over eight hours in a day or over 40 hours in a week.

40. Defendant had a policy and practice of failing and refusing to pay employees owed compensation for all of their hours worked and thus violated the above-referenced provisions of the Labor Code.

41. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seek to recover the appropriate civil penalties set out in California Labor Code §§ 558 and 2699 and attorneys' fees and costs.

NINTH CAUSE OF ACTION

PAGA Penalties for Failure to Timely Pay Wages Due upon Termination, During Employment, and Pursuant to the Wage Payment Provisions of §§ 204 and 210

(Brought by Plaintiff on Behalf of Herself and Aggrieved Employees)

42. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

43. California Labor requires Defendant to pay its employees all wages due within the time specified by law.

44. As a consequence of Defendant's willful conduct of not timely or properly paying compensation for all hours worked, Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks civil penalties, attorneys' fees and costs, and any other appropriate relief under PAGA.

TENTH CAUSE OF ACTION

**PAGA Penalties for Wage Statement and Record-Keeping Violations
(Brought by Plaintiff on Behalf of Herself and Aggrieved Employees)**

45. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

46. The foregoing conduct, as alleged, constituted a violation of California Labor Code § 226, which provides requirements for properly itemized wage statements.

47. Defendant knowingly and intentionally failed to provide timely, accurate, and itemized wage statements including, *inter alia*, hours worked, to Plaintiff and Aggrieved Employees in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a) and to engaged in other recordkeeping violations. Such failure caused injury to Plaintiff and the Aggrieved Employees, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled.

48. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties set out in Labor Code §§ 226.3 and 2699, as well as attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION

**PAGA Penalties for Meal and Rest Period Violations
Cal. Labor Code §§ 218.5, 226.7 & 512, Wage Order Nos. 4-2001 & 7-2001
(Brought by Plaintiff on Behalf of Herself and Aggrieved Employees)**

49. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

50. Plaintiff and Aggrieved Employees were regularly denied proper meal and rest breaks to which they were entitled.

51. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties, attorneys' fees and costs, and any other appropriate relief pursuant to the PAGA.

TWELFTH CAUSE OF ACTION

**PAGA Penalties for Failure to Indemnify for Necessary Business Expenses
California Labor Code §§ 2802, *et seq.*, 221, 225.5
(Brought by Plaintiff Individually and on Behalf of Aggrieved Employees)**

52. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

53. During the relevant period, Defendant failed to indemnify Plaintiff and Aggrieved Employees for all necessary business expenses in violation of the California Labor Code, including Labor Code sections 2802, 221, and 225.5.

54. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties, attorneys' fees and costs, and any other appropriate relief pursuant to the PAGA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class and Aggrieved Employees request the following relief:

- A. Certification of this action as a class action on behalf of the Class;
- B. Designation of Plaintiff as Representative of the Class she seeks to represent;
- C. Designation of Plaintiff's counsel of record as Class Counsel for the Class;
- D. An award of damages, liquidated damages, and restitution, to be paid by Defendant according to proof;
- E. Appropriate statutory penalties;
- F. Civil penalties provided, per violation, under the California Private Attorney General Act, California Labor Code §§ 2698, *et seq.*;
- G. Appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining Defendant from continuing its unlawful

TWELFTH CAUSE OF ACTION

**PAGA Penalties for Failure to Indemnify for Necessary Business Expenses
California Labor Code §§ 2802, *et seq.*, 221, 225.5
(Brought by Plaintiff Individually and on Behalf of Aggrieved Employees)**

52. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

53. During the relevant period, Defendant failed to indemnify Plaintiff and Aggrieved Employees for all necessary business expenses in violation of the California Labor Code, including Labor Code sections 2802, 221, and 225.5.

54. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties, attorneys' fees and costs, and any other appropriate relief pursuant to the PAGA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class and Aggrieved Employees request the following relief:

- A. Certification of this action as a class action on behalf of the Class;
- B. Designation of Plaintiff as Representative of the Class she seeks to represent;
- C. Designation of Plaintiff's counsel of record as Class Counsel for the Class;
- D. An award of damages, liquidated damages, and restitution, to be paid by Defendant according to proof;
- E. Appropriate statutory penalties;
- F. Civil penalties provided, per violation, under the California Private Attorney General Act, California Labor Code §§ 2698, *et seq.*;
- G. Appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining Defendant from continuing its unlawful

practices under the California Wage Laws and/or a declaration that Defendant's acts violate the California Wage Laws;

H. Reasonable service awards for Plaintiff to compensate her for the time she spent attempting to recover wages for the Class members and for the risks she took in doing so;

I. Attorneys' fees and costs of suit;

J. Pre- and post-judgment interest, as provided by law; and

K. Such other relief as this Court deems necessary, just, and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: XXXX, 2024

Respectfully submitted,

By: /s/ Jahan Sagafi

Jahan C. Sagafi (SBN 224887)

Kaelyn Mahar (SBN 338257)

Mohsin Mirza (SBN 342444)

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EXHIBIT B

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and Aggrieved Members*

**SUPERIOR COURT 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.

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND SERVICE AWARD AND
ENTERING JUDGMENT**

On _____, the Court held a hearing on the Motion for Final Approval of Class Action Settlement pursuant to California Rule of Court 3.769. As stated in the Court's Order (Dkt. ____), Plaintiff's Unopposed Motions for Final Approval of Class Action Settlement (Dkt. ____) and for Attorneys' Fees, Costs, and Service Award (Dkt. ____) are GRANTED.

The Court GRANTS final approval of the settlement. The Court certifies the Settlement Class for settlement purposes only.¹ The Court approves the following distributions from the settlement:

- Attorney's fees in the amount of \$218,333.31 or 1/3 of the Total Settlement Amount.
- Litigation costs in the amount of \$_____.
- Administration costs in the amount of \$15,499.
- An enhancement of \$10,000 to Plaintiff Jessica Bellows.

Pursuant to CCP § 384(b), Plaintiff shall submit to the Court a final report on or before _____, setting forth the actual amounts paid to class members and other amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine whether further reports and/or a hearing will be necessary.

Without affecting the finality of this Order or entry of judgment, the Court retains jurisdiction of all matters relating to the enforcement of this Order and the settlement.

The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement, and this Order.

IT IS SO ORDERED.

Dated: _____

Hon. _____

Judge of the Superior Court

¹ All definitions have the same meaning as in the parties' settlement agreement.

EXHIBIT C

OFFICIAL COURT NOTICE OF CLASS ACTION SETTLEMENT

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

**If you worked for Banfield Pet Hospital in California as Practice Manager,
you may be entitled to a payment from a class action settlement.**

This is a court-authorized notice. This is not a solicitation from a lawyer.

- You received this Notice because Banfield’s records indicate that you worked as Practice in California between April 21, 2019 and October 15, 2024.
- A former Banfield Practice Manager filed a lawsuit against Banfield alleging that Banfield failed to pay her and other Practice Managers all wages owed, including overtime wages, for work performed “off-the-clock.” Banfield denies these allegations and contends that it fully complied with applicable law. The Court has not decided whether the asserted claims are valid. The parties have entered into a settlement to avoid the risk, inconvenience, and expense of litigation.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be **\$[AMOUNT]** before taxes. The actual net amount you receive will be less because of deductions for applicable taxes.
- The Court still has to decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement and after any appeals are resolved.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW, CASH A SETTLEMENT CHECK	If you do nothing, you will remain a part of this case, release the Released Class Claims discussed in Section 10 below, and be sent a settlement payment of approximately \$[AMOUNT] , subject to applicable taxes and withholdings.
EXCLUDE YOURSELF	If you do not want to participate in the settlement and want to retain your right to sue Banfield for unpaid wages and related wage and hour claims under California law, you must submit a written Opt-Out Statement to the Settlement Administrator, as discussed in Section 11 below. If you submit an Opt-Out Statement, you will not receive a settlement payment or be eligible to object to the settlement.
OBJECT	If you do not submit an Opt-Out Statement, you may write to the Court about why you object to the settlement. More information about objecting is set forth in Section 15 below.

These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.

BASIC INFORMATION

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.

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. 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, 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.

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 should state your intention to do so in your letter to the Settlement Administrator.

Objections should be mailed to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR CONTACT]

Your objection 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.

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