

Exhibit 2

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

JESSICA BELLOWS, Individually
and On Behalf of All Others
Similarly Situated,

Plaintiff,

v.

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

Defendant(s).

Case No. 25STCV14247

**SUPPLEMENTAL DECLARATION OF
JAHAN C. SAGAFI IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Judge: Hon. David S. Cunningham III

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

Complaint Filed: May 14, 2025

1 I, JAHAN C. SAGAFI, declare as follows:

2 1. I am a partner at Outten & Golden LLP (“O&G”) and am admitted to practice
3 before this Court. I make these statements based on personal knowledge and would so testify if
4 called as a witness.

5 2. O&G is Plaintiff’s Counsel in the above-captioned case.

6 3. I submit this supplemental declaration in support of Plaintiff Jessica Bellows’
7 Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement.

8 4. Plaintiff is the sole employee to step forward to prosecute these claims.

9 5. The parties began negotiating Plaintiff’s individual settlement months before the
10 class mediation and kept such negotiations separate through their independent resolution.

11 6. The parties understood that any resolution of Plaintiff’s individual claims would
12 not release Plaintiff’s ability to pursue claims on behalf of the Class or aggrieved individuals for
13 unpaid time due to allegations of systemic off-the-clock work, meal and rest period violations,
14 and failure to reimburse business expenses which Defendant denied and continues to deny.

15 7. Plaintiff’s individual settlement was ultimately negotiated and reached separately
16 from the Class and PAGA settlement at the same mediation.

17 8. Plaintiff’s individual settlement was not part of the Memorandum of
18 Understanding for the Class and PAGA settlement executed by the parties following mediation
19 and neither settlement is conditioned on finality of the other.

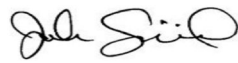
20 9. True and Correct Copies of the following exhibits are attached

- 21 • **Exhibit 1:** Parties Amended Settlement Agreement and accompanying
- 22 exhibits, including the Class Notice (Exhibit C).
- 23 • **Exhibit 2:** Plaintiffs’ Confidential Amended Individual Settlement and
- 24 General Release Agreement and amendment.

25 I declare under penalty of perjury, under the laws of the United States and California that
26 the foregoing is true and correct to the best of my knowledge.

1 Dated: April 20, 2026

2
3 By:



4 Jahan C. Sagafi (SBN 224887)

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11 *Attorneys For Plaintiff, the*

12 *Proposed Class and, Aggrieved*

13 *Members*

Exhibit 1

AMENDED 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. The Released Class Claims exclude claims for civil penalties under PAGA, which are addressed by the Released PAGA Claims in Section 1.48.
- 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 complete Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law.

10.4. Representation Regarding Undisclosed Claims. Plaintiff and Plaintiff's Counsel represent and warrant that as of July 25, 2024, Plaintiff and Plaintiff's Counsel were not then aware of any unalleged claims in addition to, or different from, those which are settled by virtue of this Agreement, and that as of that date Plaintiff's Counsel did not represent any other persons who had expressed any interest in pursuing litigation or seeking any recovery against Defendant.

11. PARTIES' AUTHORITY

11.1. The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

12. MUTUAL COOPERATION

12.1. The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. JB

13. NO ADMISSION OF LIABILITY

13.1. Defendant denies all of the allegations made by Plaintiff and deny that it is liable or owe damages to anyone with respect to the alleged facts or causes of action asserted herein. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle these claims on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Defendant, nor as an admission that a class should be certified for any purpose other than settlement purposes.

14. PUBLICITY

14.1. Publicity. To the full extent permitted by law and applicable ethical rules, Plaintiff (including her agents such as Plaintiff's counsel) agree not to issue any press release or affirmatively disclose or publicize this settlement, including the fact of the settlement, its terms or contents, and the negotiations underlying the settlement, in any manner or form, directly or indirectly, to any person or entity, except as set forth herein. After the filing of the preliminary approval motion, Plaintiff may discuss public information with Class

Members and PAGA Members, including as shall be required to effectuate the terms of the Settlement, including responding to press inquiries, so long as Plaintiff provides only neutral characterizations of public information. For the limited purpose of allowing Plaintiff's counsel to prove adequacy as counsel in other actions or engage in their profession, Plaintiff's counsel may disclose public information regarding the Settlement, so long as Plaintiff's Counsel provides only neutral characterizations of public information. If a dispute arises regarding this Section the Parties agree to work cooperatively, enlisting the assistance of a neutral mediator to amicably resolve the issue.

15. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

- 15.1. No Assignment.** Plaintiff represents and warrants that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in her claims, or any related action, and any attempt to do so shall be of no force or effect.
- 15.2. Entire Agreement.** This Agreement (including its Exhibits) constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.
- 15.3. Binding Effect.** This Agreement shall be binding upon the Parties.
- 15.4. Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 15.5. Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 15.6. Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- 15.7. Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 15.8. Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

- 15.9. Waivers, etc. to Be in Writing.** No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment, with any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 15.10. When Agreement Becomes Effective; Counterparts.** This Agreement shall become effective upon its full execution by the Parties. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.
- 15.11. Facsimile, Electronic, and Email Signatures.** Any Party may execute this Agreement by signing, including by electronic means, and transmitting that signature page via facsimile, email, or electronic signature technology to counsel for the other party. Any signature made and transmitted by facsimile, email, or electronic signature technology for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile, email, or electronic signature technology.
- 15.12. Signatories.** This Agreement is valid and binding if signed by Defendant's authorized representatives and Plaintiff.
- 15.13. Advance Drafts.** Plaintiff shall provide to Defendant's Counsel drafts of all documents to be filed with the Court at least three (3) court days before such documents are filed.

WE AGREE TO THESE TERMS.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

By: Jessica Bellows
Jessica Bellows

Dated: April 16, 2026

By: D. H. Lindell
Medical Management International
d/b/a Banfield Pet Hospital

By: Gina Lindell, Assistant
General Counsel

Dated: April 17, 2026

Approved as to form and content on behalf
of Named Plaintiff:

By: Jahan C. Sagafi
Jahan C. Sagafi
Outten & Golden LLP

Dated: April 15, 2026

Approved as to form and content on
behalf of Defendant:

By: Elizabeth A. Falcone
Elizabeth A. Falcone
Ogletree Deakins

Dated: April 17, 2026

EXHIBIT A

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*Attorneys for Plaintiff, the Proposed Class,
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.

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR
VIOLATIONS OF CALIFORNIA
LABOR CODE & PRIVATE
ATTORNEY GENERAL ACT**

1 Plaintiff Jessica Bellows (“Plaintiff”) on behalf of herself and all others similarly situated,
2 by and through her attorneys, Outten & Golden LLP, complaining of the conduct of Defendant
3 Medical Management International, Inc., d/b/a Banfield Pet Hospital (“Defendant” or “Banfield”),
4 alleges as follows:

5 **PRELIMINARY STATEMENT**

6 1. This lawsuit includes current and former employees of Defendant who worked as
7 non-exempt-classified Practice Managers in California (“Practice Managers”).

8 2. Banfield operates veterinary clinics (referred to as “hospitals”) in the United States
9 and abroad.

10 3. Defendant employs Practice Managers as the highest-level employee on-site at
11 Banfield hospitals. Defendant classifies Practice Managers as salaried, non-exempt employees.

12 4. While employed by Defendant, Plaintiff consistently worked more than 8 hours per
13 day and more than 40 hours per workweek without receiving compensation for all the hours they
14 worked. Throughout the relevant period, it was Defendant’s policy to deprive Plaintiff and Class
15 Members of their earned wages in violation of the California Labor Code (“Cal. Lab. Code”) and
16 applicable Wage Orders and regulations, and the Private Attorneys General Act of 2004
17 (“PAGA”), Cal. Labor Code § 2698 *et seq.*

18 5. In order to avoid paying Plaintiff compensation for all of the overtime hours they
19 worked, Defendant instituted a policy or practice of prohibiting Practice Managers from reporting
20 their actual overtime hours and required them to work “off-the-clock.”

21 6. This lawsuit also alleges that Defendant failed to provide proper meal and rest
22 breaks, failed to reimburse for business expenses, provided improper wage statements, provided
23 untimely and/or incomplete pay during employment, provided untimely and/or incomplete pay at
24 or after termination of employment, failed to comply with recordkeeping obligations, and violated
25 California’s Unfair Competition Law.

7. Plaintiff brings this action on behalf of herself and all similarly situated current and former Practice Managers who worked for Defendant between April 21, 2019 and October 15, 2024 as a class action under Code of Civil Procedure § 382 and the California Wage Laws.

8. Plaintiff also brings this action on behalf of herself and all similarly situated current and former Practice Managers who worked for Defendant in California between April 21, 2022 and October 15 (“Aggrieved Employees”) to recover penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code. §§ 2698, *et seq.*, for violations of the California Labor Code as set forth herein.

9. The Parties executed a tolling agreement with an effective date of April 21, 2023, which tolled the statute of limitations on Plaintiff's claims from that date forward.

JURISDICTION & VENUE

10. This Court has jurisdiction over Plaintiff's claims under the California Labor Code.

11. The Court can exercise personal jurisdiction over Defendant because Defendant conducts substantial business activity in this city and state and engaged in the unlawful acts described herein in this city and state.

12. Venue is proper in this Court under Code of Civil Procedure § 393(a) because parts of the cause of action for civil penalties arose in this County.

13. Notice of the claims alleged herein was provided to the California Labor & Workforce Development Agency (“LWDA”) and Defendant on July 26, 2024. The LWDA has not taken any action with regard to the claims, including providing notice of an intent to pursue the claims.

THE PARTIES

Plaintiff Jessica Bellows

14. Plaintiff Jessica Bellows is a resident of Los Angeles County.

15. Plaintiff was employed by Defendant as a Practice Manager from approximately October 19, 2020 to October 22, 2022.

1 16. At all times relevant, Plaintiff was an “employee” within the meaning of all
2 applicable statutes.

3 17. Plaintiff regularly worked more than 40 hours in a workweek, but was not paid for
4 all hours she worked over 40.

5 ***Defendant Banfield***

6 18. Upon information and belief, Defendant Banfield is a corporation formed under the
7 laws of XX with a principal place of business in Vancouver, Washington.

8 19. Upon information and belief, Defendant has maintained control, oversight, and
9 direction over its operations and employment practices.

10 20. At all times hereinafter mentioned, Defendant was Plaintiff’s “employer” within
11 the meaning of all applicable statutes.

12 21. At all relevant times, Defendant maintained control, oversight, and direction over
13 Plaintiff and other Practice Managers, including timekeeping, payroll, and other employment
14 practices that applied to them.

15 22. Defendant has applied the same employment policies, practices, and procedures to
16 all Practice Managers in California, including policies, practices, and procedures with respect to
17 payment of overtime compensation.

18 **CLASS ALLEGATIONS**

19 23. Plaintiff brings the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes
20 of Action on her own behalf and as a class action, pursuant to Code Civ. Proc. § 382, on behalf of
21 the following class of persons:

22 All Practice Managers who are currently or have been employed by
23 Defendant in the State of California from April 21, 2019 through
24 October 15, 2024 (hereinafter referred to as “Class Members” and
 the “Class Period,” respectively).

25 24. Excluded from the Class are Defendant’s legal representatives, officers, directors,
26 assigns, and successors, or any individual who has, or who at any time during the class period has
27 had, a controlling interest in Defendant; the Judge(s) to whom this case is assigned and any
28

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

3 25. Numerosity – Upon information and belief, the size of the Class is approximately
4 342 individuals.

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

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

11 a. Whether the Defendant has unlawfully failed to pay Class Members all
12 compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab.
13 Code §§ 218.5, 221, 223, 226, 226.3, 510, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
14 1198, 1199; Cal. Wage Order Nos. 4-2001 and 7-2001; and the California Unfair Competition
15 Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*;

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

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

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

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

26 f. ; and

27 g. the nature and extent of the Class Members' injuries and the appropriate
28

1 measure of their damages.

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

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

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

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

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

21 **COMMON FACTUAL ALLEGATIONS**

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

26 34. Upon information and belief, Defendant has a policy and pattern or practice to
27 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;

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

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

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

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

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

8 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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).

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.

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

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

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

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

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

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

12 **FOURTH CAUSE OF ACTION**

13 **California Wage Laws – Wage Payment Provisions**

14 **Cal. Lab. Code §§ 204 & 210**

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

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

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

25 18. California Labor Code § 210(a) provides that persons who fail to pay wages as
26 provided in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each
27 failure to pay each employee for any initial violation; and (2) two hundred dollars (\$200) for each
28 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

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

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

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

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

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

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

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

1 **EIGHTH CAUSE OF ACTION**
2 **PAGA Penalties for Unpaid Wages**
3 **(Brought by Plaintiff on Behalf of Herself and Aggrieved Employees)**

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

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

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

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

15 **NINTH CAUSE OF ACTION**
16 **PAGA Penalties for Failure to Timely Pay Wages Due upon Termination, During**
17 **Employment, and Pursuant to the Wage Payment Provisions of §§ 204 and 210**
18 **(Brought by Plaintiff on Behalf of Herself and Aggrieved Employees)**

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

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

23 44. As a consequence of Defendant's willful conduct of not timely or properly paying
24 compensation for all hours worked, Plaintiff, on behalf of the State of California and the
25 Aggrieved Employees, seeks civil penalties, attorneys' fees and costs, and any other appropriate
26 relief under PAGA.
27
28

1
2 **TENTH CAUSE OF ACTION**

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

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

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

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

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

18 **ELEVENTH CAUSE OF ACTION**

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

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

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

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

1 **TWELFTH CAUSE OF ACTION**

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

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

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

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

13 **PRAYER FOR RELIEF**

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

- 16 A. Certification of this action as a class action on behalf of the Class;
17 B. Designation of Plaintiff as Representative of the Class she seeks to represent;
18 C. Designation of Plaintiff's counsel of record as Class Counsel for the Class;
19 D. An award of damages, liquidated damages, and restitution, to be paid by Defendant
20 according to proof;
21 E. Appropriate statutory penalties;
22 F. Civil penalties provided, per violation, under the California Private Attorney
23 General Act, California Labor Code §§ 2698, *et seq.*;
24 G. Appropriate equitable and injunctive relief to remedy violations, including but not
25 necessarily limited to an order enjoining Defendant from continuing its unlawful
26

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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10 *Attorneys for Plaintiff, the Proposed Class,*
11 *and Aggrieved Members*

12 **SUPERIOR COURT OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 JESSICA BELLOWS, Individually
15 and On Behalf of All Others
16 Similarly Situated,

17 Plaintiff,

18 v.

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

22 Defendant.

Case No.

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

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

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

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

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

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

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

21 IT IS SO ORDERED.

22
23 Dated: _____

24 Hon. _____

25 Judge of the Superior Court
26

27 _____
28 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. 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 [REDACTED], at [REDACTED] 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]

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Exhibit 1

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4/30/2025
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Atty gen. [REDACTED]
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[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

complete Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law.

- 10.4. Representation Regarding Undisclosed Claims.** Plaintiff and Plaintiff's Counsel represent and warrant that as of July 25, 2024, Plaintiff and Plaintiff's Counsel were not then aware of any unalleged claims in addition to, or different from, those which are settled by virtue of this Agreement, and that as of that date Plaintiff's Counsel did not represent any other persons who had expressed any interest in pursuing litigation or seeking any recovery against Defendant.

11. PARTIES' AUTHORITY

- 11.1.** The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

12. MUTUAL COOPERATION

- 12.1.** The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

13. NO ADMISSION OF LIABILITY

- 13.1.** Defendant denies all of the allegations made by Plaintiff and deny that it is liable or owe damages to anyone with respect to the alleged facts or causes of action asserted herein. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle these claims on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Defendant, nor as an admission that a class should be certified for any purpose other than settlement purposes.

14. PUBLICITY

- 14.1. Publicity.** To the full extent permitted by law and applicable ethical rules, Plaintiff (including her agents such as Plaintiff's counsel) agree not to issue any press release or affirmatively disclose or publicize this settlement, including the fact of the settlement, its terms or contents, and the negotiations underlying the settlement, in any manner or form, directly or indirectly, to any person or entity, except as set forth herein. After the filing of the preliminary approval motion, Plaintiff may discuss public information with Class Members and PAGA Members, including as shall be required to effectuate the terms of the Settlement, including responding to press inquiries, so long as Plaintiff provides only

neutral characterizations of public information. For the limited purpose of allowing Plaintiff's counsel to prove adequacy as counsel in other actions or engage in their profession, Plaintiff's counsel may disclose public information regarding the Settlement, so long as Plaintiff's Counsel provides only neutral characterizations of public information. If a dispute arises regarding this Section the Parties agree to work cooperatively, enlisting the assistance of a neutral mediator to amicably resolve the issue.

15. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

15.1. No Assignment. Plaintiff represents and warrants that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in her claims, or any related action, and any attempt to do so shall be of no force or effect.

15.2. Entire Agreement. This Agreement (including its Exhibits) constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

15.3. Binding Effect. This Agreement shall be binding upon the Parties.

15.4. Arms' Length Transaction; Materiality of Terms. The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

15.5. Captions. The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

15.6. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

15.7. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

15.8. Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

15.9. Waivers, etc. to Be in Writing. No waiver, modification, or amendment of the terms of

this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment, with any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

15.10. When Agreement Becomes Effective; Counterparts. This Agreement shall become effective upon its full execution by the Parties. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.

15.11. Facsimile, Electronic, and Email Signatures. Any Party may execute this Agreement by signing, including by electronic means, and transmitting that signature page via facsimile, email, or electronic signature technology to counsel for the other party. Any signature made and transmitted by facsimile, email, or electronic signature technology for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile, email, or electronic signature technology.

15.12. Signatories. This Agreement is valid and binding if signed by Defendant's authorized representatives and Plaintiff.

15.13. Advance Drafts. Plaintiff shall provide to Defendant's Counsel drafts of all documents to be filed with the Court at least three (3) court days before such documents are filed.

WE AGREE TO THESE TERMS.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

By: Jessica Bellows
Jessica Bellows

Dated: April 23, 2025

By: _____
Medical Management
International d/b/a Banfield Pet
Hospital

By its Associate General
Counsel, Megan Croce

Dated: _____, 2025

By: _____
Jessica Bellows

Dated: _____, 2025

By: Megan Croce
Medical Management
International d/b/a Banfield Pet
Hospital

By its Associate General
Counsel, Megan Croce

Dated: 4/30/2025, 2025

EXHIBIT A

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*Attorneys for Plaintiff, the Proposed Class,
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.

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR
VIOLATIONS OF CALIFORNIA
LABOR CODE & PRIVATE
ATTORNEY GENERAL ACT**

Plaintiff Jessica Bellows (“Plaintiff”) on behalf of herself and all others similarly situated, by and through her attorneys, Outten & Golden LLP, complaining of the conduct of Defendant Medical Management International, Inc., d/b/a Banfield Pet Hospital (“Defendant” or “Banfield”), alleges as follows:

PRELIMINARY STATEMENT

1. This lawsuit includes current and former employees of Defendant who worked as non-exempt-classified Practice Managers in California (“Practice Managers”).

2. Banfield operates veterinary clinics (referred to as “hospitals”) in the United States and abroad.

3. Defendant employs Practice Managers as the highest-level employee on-site at Banfield hospitals. Defendant classifies Practice Managers as salaried, non-exempt employees.

4. While employed by Defendant, Plaintiff consistently worked more than 8 hours per day and more than 40 hours per workweek without receiving compensation for all the hours they worked. Throughout the relevant period, it was Defendant’s policy to deprive Plaintiff and Class Members of their earned wages in violation of the California Labor Code (“Cal. Lab. Code”) and applicable Wage Orders and regulations, and the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.*

5. In order to avoid paying Plaintiff compensation for all of the overtime hours they worked, Defendant instituted a policy or practice of prohibiting Practice Managers from reporting their actual overtime hours and required them to work “off-the-clock.”

6. This lawsuit also alleges that Defendant failed to provide proper meal and rest breaks, failed to reimburse for business expenses, provided improper wage statements, provided untimely and/or incomplete pay during employment, provided untimely and/or incomplete pay at or after termination of employment, failed to comply with recordkeeping obligations, and violated California’s Unfair Competition Law.

7. Plaintiff brings this action on behalf of herself and all similarly situated current and former Practice Managers who worked for Defendant between April 21, 2019 and October 15, 2024 as a class action under Code of Civil Procedure § 382 and the California Wage Laws.

8. Plaintiff also brings this action on behalf of herself and all similarly situated current and former Practice Managers who worked for Defendant in California between April 21, 2022 and October 15 (“Aggrieved Employees”) to recover penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code. §§ 2698, *et seq.*, for violations of the California Labor Code as set forth herein.

9. The Parties executed a tolling agreement with an effective date of April 21, 2023, which tolled the statute of limitations on Plaintiff’s claims from that date forward.

JURISDICTION & VENUE

10. This Court has jurisdiction over Plaintiff’s claims under the California Labor Code.

11. The Court can exercise personal jurisdiction over Defendant because Defendant conducts substantial business activity in this city and state and engaged in the unlawful acts described herein in this city and state.

12. Venue is proper in this Court under Code of Civil Procedure § 393(a) because parts of the cause of action for civil penalties arose in this County.

13. Notice of the claims alleged herein was provided to the California Labor & Workforce Development Agency (“LWDA”) and Defendant on July 26, 2024. The LWDA has not taken any action with regard to the claims, including providing notice of an intent to pursue the claims.

THE PARTIES

Plaintiff Jessica Bellows

14. Plaintiff Jessica Bellows is a resident of Los Angeles County.

15. Plaintiff was employed by Defendant as a Practice Manager from approximately October 19, 2020 to October 22, 2022.

16. At all times relevant, Plaintiff was an “employee” within the meaning of all applicable statutes.

17. Plaintiff regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

Defendant Banfield

18. Upon information and belief, Defendant Banfield is a corporation formed under the laws of XX with a principal place of business in Vancouver, Washington.

19. Upon information and belief, Defendant has maintained control, oversight, and direction over its operations and employment practices.

20. At all times hereinafter mentioned, Defendant was Plaintiff’s “employer” within the meaning of all applicable statutes.

21. At all relevant times, Defendant maintained control, oversight, and direction over Plaintiff and other Practice Managers, including timekeeping, payroll, and other employment practices that applied to them.

22. Defendant has applied the same employment policies, practices, and procedures to all Practice Managers in California, including policies, practices, and procedures with respect to payment of overtime compensation.

CLASS ALLEGATIONS

23. Plaintiff brings the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action on her own behalf and as a class action, pursuant to Code Civ. Proc. § 382, on behalf of the following class of persons:

All Practice Managers who are currently or have been employed by Defendant in the State of California from April 21, 2019 through October 15, 2024 (hereinafter referred to as “Class Members” and the “Class Period,” respectively).

24. Excluded from the Class are Defendant’s legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendant; the Judge(s) to whom this case is assigned and any

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

1 measure of their damages.

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

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

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

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

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

21 **COMMON FACTUAL ALLEGATIONS**

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

26 34. Upon information and belief, Defendant has a policy and pattern or practice to
27 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.

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

complete Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law.

- 10.4. Representation Regarding Undisclosed Claims.** Plaintiff and Plaintiff's Counsel represent and warrant that as of July 25, 2024, Plaintiff and Plaintiff's Counsel were not then aware of any unalleged claims in addition to, or different from, those which are settled by virtue of this Agreement, and that as of that date Plaintiff's Counsel did not represent any other persons who had expressed any interest in pursuing litigation or seeking any recovery against Defendant.

11. PARTIES' AUTHORITY

- 11.1.** The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

12. MUTUAL COOPERATION

- 12.1.** The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

13. NO ADMISSION OF LIABILITY

- 13.1.** Defendant denies all of the allegations made by Plaintiff and deny that it is liable or owe damages to anyone with respect to the alleged facts or causes of action asserted herein. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle these claims on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Defendant, nor as an admission that a class should be certified for any purpose other than settlement purposes.

14. PUBLICITY

- 14.1. Publicity.** To the full extent permitted by law and applicable ethical rules, Plaintiff (including her agents such as Plaintiff's counsel) agree not to issue any press release or affirmatively disclose or publicize this settlement, including the fact of the settlement, its terms or contents, and the negotiations underlying the settlement, in any manner or form, directly or indirectly, to any person or entity, except as set forth herein. After the filing of the preliminary approval motion, Plaintiff may discuss public information with Class Members and PAGA Members, including as shall be required to effectuate the terms of the Settlement, including responding to press inquiries, so long as Plaintiff provides only

neutral characterizations of public information. For the limited purpose of allowing Plaintiff's counsel to prove adequacy as counsel in other actions or engage in their profession, Plaintiff's counsel may disclose public information regarding the Settlement, so long as Plaintiff's Counsel provides only neutral characterizations of public information. If a dispute arises regarding this Section the Parties agree to work cooperatively, enlisting the assistance of a neutral mediator to amicably resolve the issue.

15. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

- 15.1. No Assignment.** Plaintiff represents and warrants that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in her claims, or any related action, and any attempt to do so shall be of no force or effect.
- 15.2. Entire Agreement.** This Agreement (including its Exhibits) constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.
- 15.3. Binding Effect.** This Agreement shall be binding upon the Parties.
- 15.4. Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 15.5. Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 15.6. Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- 15.7. Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 15.8. Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.
- 15.9. Waivers, etc. to Be in Writing.** No waiver, modification, or amendment of the terms of

this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment, with any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

15.10. When Agreement Becomes Effective; Counterparts. This Agreement shall become effective upon its full execution by the Parties. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.

15.11. Facsimile, Electronic, and Email Signatures. Any Party may execute this Agreement by signing, including by electronic means, and transmitting that signature page via facsimile, email, or electronic signature technology to counsel for the other party. Any signature made and transmitted by facsimile, email, or electronic signature technology for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile, email, or electronic signature technology.

15.12. Signatories. This Agreement is valid and binding if signed by Defendant's authorized representatives and Plaintiff.

15.13. Advance Drafts. Plaintiff shall provide to Defendant's Counsel drafts of all documents to be filed with the Court at least three (3) court days before such documents are filed.

WE AGREE TO THESE TERMS.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

By: Jessica Bellows
Jessica Bellows

Dated: April 23, 2025

By: _____
Medical Management
International d/b/a Banfield Pet
Hospital

By its Associate General
Counsel, Megan Croce

Dated: _____, 2025

By: _____
Jessica Bellows

Dated: _____, 2025

By: Megan Croce
Medical Management
International d/b/a Banfield Pet
Hospital

By its Associate General
Counsel, Megan Croce

Dated: 4/30/2025, 2025

EXHIBIT A

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Kaelyn Mahar (SBN 338257)
Mohsin Mirza (SBN 342444)
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*Attorneys for Plaintiff, the Proposed Class,
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.

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR
VIOLATIONS OF CALIFORNIA
LABOR CODE & PRIVATE
ATTORNEY GENERAL ACT**

Plaintiff Jessica Bellows (“Plaintiff”) on behalf of herself and all others similarly situated, by and through her attorneys, Outten & Golden LLP, complaining of the conduct of Defendant Medical Management International, Inc., d/b/a Banfield Pet Hospital (“Defendant” or “Banfield”), alleges as follows:

PRELIMINARY STATEMENT

1. This lawsuit includes current and former employees of Defendant who worked as non-exempt-classified Practice Managers in California (“Practice Managers”).

2. Banfield operates veterinary clinics (referred to as “hospitals”) in the United States and abroad.

3. Defendant employs Practice Managers as the highest-level employee on-site at Banfield hospitals. Defendant classifies Practice Managers as salaried, non-exempt employees.

4. While employed by Defendant, Plaintiff consistently worked more than 8 hours per day and more than 40 hours per workweek without receiving compensation for all the hours they worked. Throughout the relevant period, it was Defendant’s policy to deprive Plaintiff and Class Members of their earned wages in violation of the California Labor Code (“Cal. Lab. Code”) and applicable Wage Orders and regulations, and the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.*

5. In order to avoid paying Plaintiff compensation for all of the overtime hours they worked, Defendant instituted a policy or practice of prohibiting Practice Managers from reporting their actual overtime hours and required them to work “off-the-clock.”

6. This lawsuit also alleges that Defendant failed to provide proper meal and rest breaks, failed to reimburse for business expenses, provided improper wage statements, provided untimely and/or incomplete pay during employment, provided untimely and/or incomplete pay at or after termination of employment, failed to comply with recordkeeping obligations, and violated California’s Unfair Competition Law.

7. Plaintiff brings this action on behalf of herself and all similarly situated current and former Practice Managers who worked for Defendant between April 21, 2019 and October 15, 2024 as a class action under Code of Civil Procedure § 382 and the California Wage Laws.

8. Plaintiff also brings this action on behalf of herself and all similarly situated current and former Practice Managers who worked for Defendant in California between April 21, 2022 and October 15 (“Aggrieved Employees”) to recover penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code. §§ 2698, *et seq.*, for violations of the California Labor Code as set forth herein.

9. The Parties executed a tolling agreement with an effective date of April 21, 2023, which tolled the statute of limitations on Plaintiff’s claims from that date forward.

JURISDICTION & VENUE

10. This Court has jurisdiction over Plaintiff’s claims under the California Labor Code.

11. The Court can exercise personal jurisdiction over Defendant because Defendant conducts substantial business activity in this city and state and engaged in the unlawful acts described herein in this city and state.

12. Venue is proper in this Court under Code of Civil Procedure § 393(a) because parts of the cause of action for civil penalties arose in this County.

13. Notice of the claims alleged herein was provided to the California Labor & Workforce Development Agency (“LWDA”) and Defendant on July 26, 2024. The LWDA has not taken any action with regard to the claims, including providing notice of an intent to pursue the claims.

THE PARTIES

Plaintiff Jessica Bellows

14. Plaintiff Jessica Bellows is a resident of Los Angeles County.

15. Plaintiff was employed by Defendant as a Practice Manager from approximately October 19, 2020 to October 22, 2022.

16. At all times relevant, Plaintiff was an “employee” within the meaning of all applicable statutes.

17. Plaintiff regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

Defendant Banfield

18. Upon information and belief, Defendant Banfield is a corporation formed under the laws of XX with a principal place of business in Vancouver, Washington.

19. Upon information and belief, Defendant has maintained control, oversight, and direction over its operations and employment practices.

20. At all times hereinafter mentioned, Defendant was Plaintiff’s “employer” within the meaning of all applicable statutes.

21. At all relevant times, Defendant maintained control, oversight, and direction over Plaintiff and other Practice Managers, including timekeeping, payroll, and other employment practices that applied to them.

22. Defendant has applied the same employment policies, practices, and procedures to all Practice Managers in California, including policies, practices, and procedures with respect to payment of overtime compensation.

CLASS ALLEGATIONS

23. Plaintiff brings the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action on her own behalf and as a class action, pursuant to Code Civ. Proc. § 382, on behalf of the following class of persons:

All Practice Managers who are currently or have been employed by Defendant in the State of California from April 21, 2019 through October 15, 2024 (hereinafter referred to as “Class Members” and the “Class Period,” respectively).

24. Excluded from the Class are Defendant’s legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendant; the Judge(s) to whom this case is assigned and any

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

1 measure of their damages.

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

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

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

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

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

21 **COMMON FACTUAL ALLEGATIONS**

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

26 34. Upon information and belief, Defendant has a policy and pattern or practice to
27 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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and Aggrieved Members*

EXHIBIT B

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*Attorneys for Plaintiff, the Proposed Class,
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