

Jahan C. Sagafi (SBN 224887)  
Kaelyn Mahar (SBN 338257)  
Mohsin Mirza (SBN 342444)  
**OUTTEN & GOLDEN LLP**  
One California Street, 12th Floor  
San Francisco, CA 94111  
Telephone.: (415) 638-8800  
Facsimile: (415) 638-8810  
Email: jsagafi@outtengolden.com  
Email: kmahar@outtengolden.com  
Email: mmirza@outtengolden.com

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

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

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

Plaintiff,

v.

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

Defendant.

Case No. 25STCV14247

**PLAINTFF'S NOTICE OF MOTION  
AND UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT;  
MEMORANDUM OF POINTS &  
AUTHORITIES IN SUPPORT THEREOF**

Judge: Hon. David S. Cunningham III

Dept.: 11

Hearing Date: November 19, 2025

Hearing Time: 10:00 a.m.

Date and Time Approved by Dept. 11

Complaint Filed: 5/14/2025

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 **PLEASE TAKE NOTICE** that on November 19, 2025, or as soon thereafter as the matter may  
3 be heard, in Department 11 of this Court, or such other Department to which Judge David S.  
4 Cunningham III may be reassigned, located at Spring Street Superior Courthouse at 312 N.  
5 Spring Street, Los Angeles, California 90012, Plaintiff Jessica Bellows (“Plaintiff”), on behalf of  
6 herself and all others similarly situated (“Class Members”), will and hereby do, move this Court  
7 for an order provisionally certifying the proposed settlement class (“Settlement Class”) and  
8 granting preliminary approval of the Settlement.<sup>1</sup>

9 This unopposed motion is based upon this Notice of Motion and Motion; the  
10 accompanying Memorandum of Points and Authorities; the Declaration of Jahan C. Sagafi filed  
11 herewith; all exhibits attached thereto, including the executed settlement agreement; the  
12 pleadings, papers, and other records on file in this action; and oral argument on the motion.

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27 <sup>1</sup> All capitalized terms have the meaning set forth in the Agreement unless indicated  
28 otherwise.

**TABLE OF CONTENTS**

|      |                                                                                                                                    |    |
|------|------------------------------------------------------------------------------------------------------------------------------------|----|
| I.   | INTRODUCTION .....                                                                                                                 | 9  |
| II.  | FACTUAL AND PROCEDURAL BACKGROUND.....                                                                                             | 9  |
| III. | TERMS OF THE PROPOSED SETTLEMENT .....                                                                                             | 11 |
| A.   | Eligible Employees .....                                                                                                           | 11 |
| B.   | Settlement Amount .....                                                                                                            | 11 |
| C.   | Release of Claims .....                                                                                                            | 12 |
| D.   | Distribution to Class Members .....                                                                                                | 13 |
| E.   | Tax Characterization .....                                                                                                         | 13 |
| F.   | Notice and Settlement Administrator.....                                                                                           | 14 |
| G.   | Attorneys' Fees; Service Awards; and Settlement<br>Administration Costs .....                                                      | 15 |
| IV.  | ARGUMENT .....                                                                                                                     | 15 |
| A.   | Certification of the Settlement Class Is Appropriate. ....                                                                         | 15 |
| 1.   | The Settlement Class Is Ascertainable.....                                                                                         | 16 |
| 2.   | The Settlement Class Is Sufficiently Numerous. ....                                                                                | 16 |
| 3.   | Common Questions of Law and Fact Predominate. ....                                                                                 | 16 |
| 4.   | The Typicality Requirement Is Met.....                                                                                             | 17 |
| 5.   | The Adequacy Requirement Is Met. ....                                                                                              | 17 |
| 6.   | A Class Action Is Superior to Other Available<br>Methods.....                                                                      | 19 |
| B.   | The Settlement Meets the Requirements for Preliminary<br>Approval. ....                                                            | 19 |
| 1.   | The Settlement is the Product of Arm's Length<br>Negotiations by Experienced Counsel After<br>Sufficient Information Exchange..... | 20 |

|    |    |                                                      |    |
|----|----|------------------------------------------------------|----|
| 1  | 2. | The Settlement Provides Substantial Relief for Class |    |
| 2  |    | Members. ....                                        | 22 |
| 3  | a. | Recovery for Unpaid Overtime, Penalties,             |    |
| 4  |    | and Related Damages.....                             | 22 |
| 5  | b. | Recovery for PAGA Penalties .....                    | 24 |
| 6  | 3. | Plaintiff Faced Significant Risks in the Absence of  |    |
| 7  |    | Settlement. ....                                     | 25 |
| 8  | C. | The Proposed Notice and Settlement Procedure Are     |    |
| 9  |    | Appropriate. ....                                    | 26 |
| 10 | D. | A Final Approval Hearing Should be Scheduled.....    | 28 |
| 11 | V. | CONCLUSION.....                                      | 28 |

## TABLE OF AUTHORITIES

### CASES

### PAGE(S)

|                                                                                                                            |        |
|----------------------------------------------------------------------------------------------------------------------------|--------|
| <i>Alli v. Boston Mkt. Corp.</i> ,<br>No. 10 Civ. 4, 2011 WL 6156938 (D. Conn. Dec. 9, 2011) .....                         | 19     |
| <i>Amaral v. Cintas Corp. No. 2</i> ,<br>163 Cal. App. 4th 1157 (2008) .....                                               | 26     |
| <i>Ballinger v. Advance Magazine Publishers, Inc.</i> ,<br>No. 13 Civ. 4036, 2014 WL 7495092 (S.D.N.Y. Dec. 29, 2014)..... | 18     |
| <i>Brinker Rest. Corp. v. Super. Ct.</i> ,<br>53 Cal. 4th 1004 (2012) .....                                                | 15, 15 |
| <i>Bufile v. Dollar Fin. Grp., Inc.</i> ,<br>162 Cal. App. 4th 1193 (2008) .....                                           | 19     |
| <i>Capsolas v. Pasta Res., Inc.</i> ,<br>No. 10 Civ. 5595, 2012 WL 1656920 (S.D.N.Y. May 9, 2012).....                     | 18     |
| <i>Damassia v. Duane Reade, Inc.</i> ,<br>250 F.R.D. 152 (S.D.N.Y. 2008) .....                                             | 19     |
| <i>Dunk v. Ford Motor Co.</i> ,<br>48 Cal. App. 4th 1794 (1996) .....                                                      | 20     |
| <i>Easterling v. Conn., Dep't of Correction</i> ,<br>No. 08 Civ. 826, 2013 WL 12291474 (D. Conn. Sept. 10, 2013) .....     | 18     |
| <i>Ferguson v. Lieff, Cabraser, Heimann &amp; Bernstein</i> ,<br>30 Cal. 4th 1037 (2003) .....                             | 19, 25 |
| <i>Galeener v. Source</i> ,<br>No. 13 Civ. 4960, ECF No. 131 (N.D. Cal. Mar. 13, 2015).....                                | 18     |
| <i>Hanlon v. Chrysler Corp.</i> ,<br>150 F.3d 1011 (9th Cir. 1998) .....                                                   | 16     |
| <i>Harvey v. Morgan Stanley Smith Barney LLC</i> ,<br>No. 18 Civ. 2835, 2019 WL 9441672 (N.D. Cal. Sept. 5, 2019).....     | 24     |
| <i>Hernandez v. Towne Park, Ltd.</i> ,<br>No. 12 Civ. 02972, 2012 WL 2373372 (C.D. Cal. June 22, 2012) .....               | 23     |

|    |                                                                    |        |
|----|--------------------------------------------------------------------|--------|
| 1  | <i>Johnson v. Brennan,</i>                                         |        |
|    | No. 10 Civ. 4712, 2011 WL 1872405 (S.D.N.Y. May 17, 2011).....     | 18     |
| 2  | <i>Kullar v. Foot Locker Retail, Inc.,</i>                         |        |
| 3  | 168 Cal. App. 4th 116 (2008) .....                                 | 20, 21 |
| 4  | <i>Lillehagen v. Alorica,</i>                                      |        |
| 5  | No. 13 Civ. 0092, ECF No. 262 (C.D. Cal. May 31, 2016).....        | 18     |
| 6  | <i>McGhee v. Bank of Am.,</i>                                      |        |
| 7  | 60 Cal. App. 3d 442 (1976) .....                                   | 17     |
| 8  | <i>McLeod v. Bank of Am., N.A.,</i>                                |        |
|    | No. 16 Civ. 03294, 2018 WL 5982863 (N.D. Cal. Nov. 14, 2018).....  | 24-24  |
| 9  | <i>McMahon v. Olivier Cheng Catering &amp; Events, LLC,</i>        |        |
| 10 | No. 08 Civ. 8713, 2010 WL 2399328 (S.D.N.Y. Mar. 3, 2010) .....    | 19     |
| 11 | <i>In re Mego Fin. Corp. Sec. Litig.,</i>                          |        |
| 12 | 213 F.3d 454 (9th Cir. 2000) .....                                 | 24     |
| 13 | <i>Mullane v. Cent. Hanover Bank &amp; Trust Co.,</i>              |        |
| 14 | 339 U.S. 306 (1950).....                                           | 26-26  |
| 15 | <i>Palacios v. Penny Newman Grain, Inc.,</i>                       |        |
|    | No. 14 Civ. 01804, 2015 WL 4078135 (E.D. Cal. July 6, 2015) .....  | 20     |
| 16 | <i>Perez v. Allstate Ins. Co.,</i>                                 |        |
| 17 | No. 11 Civ. 1812, 2014 WL 4635745 (E.D.N.Y. Sept. 16, 2014).....   | 18     |
| 18 | <i>Richmond v. Dart Indus.,</i>                                    |        |
| 19 | 29 Cal. 3d 462 (2014) .....                                        | 18     |
| 20 | <i>Rose v. City of Hayward,</i>                                    |        |
|    | 126 Cal. App. 3d 926 (1981) .....                                  | 16     |
| 21 | <i>Ruch v. AM Retail Grp., Inc.,</i>                               |        |
| 22 | No. 14 Civ. 05352, 2016 WL 5462451 (N.D. Cal. Sept. 28, 2016)..... | 24     |
| 23 | <i>Seastrom v. Neways, Inc.,</i>                                   |        |
| 24 | 149 Cal. App. 4th 1496 (2007) .....                                | 17     |
| 25 | <i>Slavkov v. Fast Water Heater Partners I, LP, Case,</i>          |        |
| 26 | No. 14 Civ. 4324, 2017 WL 3834873 (N.D. Cal. July 25, 2017).....   | 24     |
| 27 | <i>Van Kempen v. Matheson Tri-Gas, Inc.,</i>                       |        |
| 28 | No. 15 Civ. 660, 2017 WL 3670787 (N.D. Cal. Aug. 25, 2017).....    | 24     |

|    |                                                                 |        |
|----|-----------------------------------------------------------------|--------|
| 1  | <i>Vasquez v. Super. Ct.</i> ,                                  |        |
| 2  | 4 Cal. 3d 800 (1971) .....                                      | 20     |
| 3  | <i>Villegas v. J.P. Morgan Chase &amp; Co.</i> ,                |        |
| 4  | No. 09 Civ. 261, 2012 WL 5878390 (N.D. Cal. Nov. 21, 2012)..... | 24     |
| 5  | <i>Wershba v. Apple Comput., Inc.</i> ,                         |        |
| 6  | 91 Cal. App. 4th 224 (2001) .....                               | 27     |
| 7  | <i>Yuzary v. HSBC Bank USA, N.A.</i> ,                          |        |
| 8  | No. 12 Civ. 3693, 2013 WL 1832181 (S.D.N.Y. Oct. 2, 2013) ..... | 18     |
| 9  | <i>Zamora v. Lyft, Inc.</i> ,                                   |        |
| 10 | No. 16 Civ. 2558, ECF No. 103 (N.D. Cal. 2018).....             | 18     |
| 11 | <b>STATUTES</b>                                                 |        |
| 12 | Cal. Code Civ. Proc. § 382 .....                                | 15, 15 |
| 13 | Cal. Code Civ. Proc. § 384(b).....                              | 13     |
| 14 | Cal. Lab. Code § 203 .....                                      | 23     |
| 15 | Cal. Lab. Code § 226(e).....                                    | 23     |
| 16 | Cal. Lab. Code § 2699.3 .....                                   | 24     |
| 17 | Cal. Lab. Code § 2699(e)(2) .....                               | 24     |
| 18 | Cal. Lab. Code § 2699(l)(2).....                                | 24     |
| 19 | Cal. Lab. Code § 17200 .....                                    | 12     |
| 20 | <b>FEDERAL RULES</b>                                            |        |
| 21 | Fed. R. Civ. P. 23 .....                                        | 20     |
| 22 | <b>STATE RULES</b>                                              |        |
| 23 | Cal. Rule of Court 3.766 (d) .....                              | 27     |
| 24 | Cal. Rule of Court 3.766 (e).....                               | 27     |
| 25 | Cal. Rule of Court 3.769 (c).....                               | 20     |
| 26 | Cal. Rule of Court 3.769 (d) .....                              | 20     |
| 27 | Cal. Rule of Court 3.769 (e).....                               | 20, 28 |
| 28 |                                                                 |        |

|   |                                    |    |
|---|------------------------------------|----|
| 1 | Cal. Rule of Court 3.769 (f).....  | 20 |
| 2 | Cal. Rule of Court 3.769 (g) ..... | 20 |

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Jessica Bellows (“Bellows” or “Plaintiff”) seeks preliminary approval of a class  
4 action settlement on behalf of all individuals employed by Defendant Medical Management  
5 International, Inc. d/b/a Banfield Pet Hospital (“Defendant” or “Banfield”) in the position of  
6 Practice Manager between April 21, 2019 and October 15, 2024. This Settlement provides a  
7 non-reversionary fund of \$655,000 for Class Members’ benefit (inclusive of payment of Class  
8 Member settlement awards, settlement administration costs, attorneys’ fees and costs, and a  
9 service award). In addition, Banfield will pay the employer’s portion of payroll taxes (separately  
10 from the Total Settlement Amount).

11 The Settlement provides significant monetary relief to the Settlement Class and the  
12 proposed Settlement satisfies all the criteria for preliminary approval.

13 Accordingly, Plaintiff respectfully requests that the Court: (1) grant preliminary approval  
14 of the Settlement, attached as **Exhibit 1** to the Declaration of Jahan C. Sagafi (“Sagafi Decl.”);<sup>2</sup>  
15 (2) preliminarily certify the Settlement Class for settlement purposes; (3) approve the form,  
16 content, and method of distribution of the Notice; (4) appoint Analytics LLC as the Settlement  
17 Administrator; (5) appoint Outten & Golden LLP as Class Counsel; (6) appoint Plaintiff as the  
18 class representative; and (7) schedule a hearing to consider final approval of the Settlement.

19 **II. FACTUAL AND PROCEDURAL BACKGROUND**

20 Banfield is a corporation with its principal place of business in Vancouver, Washington.  
21 Compl. ¶ 18. It operates veterinary clinics (referred to as hospitals) in the United States and  
22 abroad. *Id.* ¶ 2. Banfield employs Practice Managers as the highest-level employees on-site at  
23 Banfield hospitals. *Id.* ¶ 3. Practice Managers were classified as salaried, nonexempt  
24 employees. *Id.* While employed by Banfield, Plaintiff alleges that she and other Practice  
25 Managers consistently worked more than 8 hours per day and more than 40 hours per workweek  
26 without receiving compensation for all the hours they worked. *Id.* ¶ 4. Banfield has maintained

27 <sup>2</sup>

28 All exhibits referenced are Exhibits to the Sagafi Declaration unless indicated otherwise.

1 control, oversight, and direction over its operations and employment practices, including over  
2 Plaintiff and other Practice Managers including as timekeeping, payroll, and other employment  
3 practices. *Id.* ¶¶ 19-21. Plaintiff further alleges that Banfield, in order to avoid paying Plaintiff  
4 and other Practice Managers for all compensation owed, instituted a policy or practice  
5 prohibiting Practice Managers from reporting their actual overtime hours. *Id.* ¶ 5. Plaintiff  
6 alleges that Banfield required her and other Practice Managers to work off-the-clock, failed to  
7 provide proper meal and rest breaks, failed to reimburse Practice Managers for their business  
8 expenses, provided improper wage statements, provided untimely and/or incomplete pay during  
9 employment, provided untimely and/or incomplete pay at or after termination of employment,  
10 failed to comply with recordkeeping obligations, and violated California’s Unfair Competition  
11 Law. *Id.* ¶ 6.

12 On March 31, 2023, Plaintiff approached Banfield to informally resolve claims that  
13 Banfield had made her and other Practice Managers work “off-the-clock” and that, in doing so,  
14 had violated numerous wage and hour laws. Sagafi Decl. ¶ 17.

15 Plaintiff invited Banfield to engage in pre-litigation settlement discussions. *Id.* Prior to  
16 this, Plaintiff’s Counsel conducted a thorough investigation which included factual and legal  
17 research into the underlying merits of Plaintiff’s claims, possible defenses, the proper measure of  
18 damages, and the likelihood of class certification. *Id.* ¶ 15. Plaintiff’s Counsel conducted in-  
19 depth interviews with Plaintiff that helped Plaintiff’s Counsel determine the hours that Practice  
20 Managers worked, the nature of their duties, and reviewed Banfield’s policies as they relate to  
21 Practice Managers as well as other employment documents, including pay statements and job  
22 descriptions. *Id.* ¶ 16.

23 On May 4, 2023, Plaintiff and Banfield (“the Parties”) agreed to discuss the possibility of  
24 a negotiated resolution and entered into an agreement that tolled certain statutes of limitations  
25 applicable to Practice Managers’ class claims. *Id.* ¶ 18. The Parties then began extended  
26 settlement discussions. *Id.* Following this, on June 16, 2023, July 19, 2023, August 2, 2023,  
27 and September 22, 2023, the Parties mutually agreed to continue the tolling period. *Id.* ¶ 19.

1 In connection with settlement negotiations, the Parties engaged in significant informal discovery  
2 to allow the Parties to value the claims and evaluate litigation risks. *Id.* ¶ 20. Banfield produced  
3 Plaintiff’s personnel file, Practice Manager job descriptions, and other policies, as well as data  
4 for Practice Managers it employed from the start of the Class Period through September 30,  
5 2023, including dates of employment and annual compensation. *Id.* ¶ 20. This data subset is  
6 statistically reliable because it represents 82% of the entire Class Period. *Id.* ¶ 21. Plaintiff’s  
7 Counsel extrapolated that data through the date of the mediation which coincides with the end of  
8 the Class Period to create a damages model that for the entire Class Period. *Id.* ¶ 22.

9 On July 25, 2024, the Parties participated in a full-day mediation before Judge Jeffrey  
10 Winikow (Ret.), an experienced and respected mediator in wage and hour class action litigation.  
11 *Id.* ¶¶ 24. At that session, the Parties accepted a mediator’s proposal and executed a term sheet.  
12 *Id.* Plaintiff filed a PAGA Notice with the LWDA on July 26, 2024 and filed a letter clarifying  
13 the scope of that PAGA Notice on March 28, 2025. Ex. 1 (Settlement Agreement) at Exs. F, G;  
14 Sagafi Decl. Exs. 3 and 4. The Parties executed the Settlement Agreement on April 30, 2025.  
15 Ex. 1 ¶ 25.

### 16 **III. TERMS OF THE PROPOSED SETTLEMENT**

#### 17 **A. Eligible Employees**

18 Class Members are all individuals who worked for Banfield in the State of California as a  
19 Practice Manager at any time between April 21, 2019, and October 15, 2024. Ex. 1 (Settlement  
20 Agreement) §§ 1.7, 1.8, 1.10. Based on the data provided by Banfield before mediation there  
21 were 22,045 workweeks in which Class Members worked as Practice Managers from May 4,  
22 2019 through September 30, 2023 (the “Data Period”). *Id.* § 9.1. PAGA Members are all  
23 individuals who worked as Practice Managers during the period between April 21, 2022 and  
24 October 15, 2024. *Id.* §§ 1.32, 1.35.

#### 25 **B. Settlement Amount**

26 The Settlement Agreement creates a non-reversionary Total Settlement Amount of  
27 \$655,000.00. *Id.* § 9.1(a). The Total Settlement Amount covers: (1) Class Members’ settlement  
28

awards, subject to the escalator clause set forth in the settlement agreement; (2); a Service Award of up to \$10,000 for the Plaintiff; (3) Plaintiff's Counsel's attorneys' fees of up to one-third of the Total Settlement Amount (\$218,333.33); (4) the reimbursement of Plaintiff's Counsels' actual out-of-pocket costs not to exceed \$12,000; (5) the Settlement Administrator's fees and costs not to exceed \$15,499; and (6) a Private Attorneys General Act Fund ("PAGA Fund") of \$15,000 (allocated 35% to PAGA Members and 65% to the California Labor and Workforce Development Agency ("LWDA")). *Id.* §§ 1.54, 9.1, 9.3, 9.4, 9.5. The Total Settlement Amount does not include the employer's portion of payroll taxes, which will be paid separately by Banfield. *Id.* § 1.54.

### **C. Release of Claims**

Class Members who do not opt out ("Participating Class Members") and PAGA Members will receive a Settlement Check without having to submit a claim form or take any action. *Id.* §§ 1.37, 1.32. Participating Class Members will release all Released Class Claims.<sup>3</sup> *Id.* § 11.1(A). PAGA Members will release all claims for civil penalties available California's Private Attorneys General Act that are related to the Class Claims.<sup>4</sup>

The proposed Notice describes the Released Class and PAGA Claims. Ex. 1 (Settlement

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<sup>3</sup> "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." *Id.* § 1.47.

<sup>4</sup> "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." *Id.* § 1.48.

Agreement) at Ex. C (Notice) ¶ 10, Ex. D (PAGA Notice).

**D. Distribution to Class Members**

Class Members do not need to take any action to participate in the Settlement and will automatically receive a Settlement Check if they do not opt out. Ex. 1 (Settlement Agreement) § 1.37, 1.53, Ex. C (Notice) at 1. Participating Class Members will receive a Settlement Check for their proportionate share of the Net Fund (defined as the amount remaining after all fees, costs, awards, and the PAGA Fund is deducted) based on the number of calendar weeks between April 21, 2019, and October 15, 2024 during which the Class Member was employed by Banfield as a Practice Manager.<sup>5</sup> *Id.* §§ 1.24, 1.52, 1.53, 1.8. Participating Class Members who are also PAGA Members will receive the Class Settlement Amount and PAGA Settlement Amount owed in one combined check. *Id.* § 1.53.

None of the Total Settlement Amount will revert to Banfield. If there are uncashed checks after the 180-day check-cashing deadline expires, the Settlement Administrator will be deposited with the *cy pres* Recipient Legal Aid of Los Angeles pursuant to section 384(b) of the California Code of Civil Procedure. *Id.* Legal Aid of Los Angeles is a proper *cy pres* beneficiary because it provides legal services to low-income communities and workers, including services related to their employment rights, which is work which is closely aligned with the claims at issue in this case. Sagafi Decl. ¶ 36. Plaintiff's Counsel do not have any current interest in or any affiliation with Legal Aid of Los Angeles. *Id.* ¶ 37.

**E. Tax Characterization**

Half of the individual settlement payments to Participating Class Members will be treated as wages subject to normal tax withholdings and reported to taxing authorities on an IRS Form W-2. Ex. 1 § 9.12. The remaining portion of each Participating Class Member's individual settlement Payment will be treated as liquidated damages, statutory penalties, and interest, and will not be subject to tax withholding; an IRS Form 1099 shall be issued for this portion. *Id.*

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<sup>5</sup> Participating Class Members of PAGA Members who elect electronic payment prior to the entry of the Final Approval order will receive payment electronically rather than via check. *Id.* §§ 1.52.

1 Participating Class Members will be responsible for the employee portion of taxes associated  
2 with these payments, and Banfield will be responsible to fund the employer's portion of payroll  
3 taxes separately from the Total Settlement Amount. *Id.* Participating Class Member payments  
4 will be taxed 50% as wages and 50% as penalties. *Id.* PAGA Member payments will be taxed  
5 as 100% penalties. *Id.*

6 **F. Notice and Settlement Administrator**

7 Plaintiff has proposed Analytics LLC ("Analytics") as the Settlement Administrator. *Id.*  
8 § 3.1. Analytics has agreed to administer the settlement for an amount not to exceed \$15,499,  
9 which includes all service fees, costs, and expenses. *Id.* § 3.2; Ex. 2 (Declaration of Richard  
10 Simmons ("Simmons Decl.")). ¶ 17. A declaration from Analytics regarding its qualifications to  
11 perform the duties of Settlement Administrator and its estimate of the administration costs is  
12 submitted herewith. *See* Ex. 2.

13 Within 21 days of the Preliminary Approval Date, Notice will be sent to Class Members  
14 via First Class U.S. Mail, text message, e-mail, and with a link or QR code to the website. Ex. 1  
15 (Settlement Agreement) § 4.3. In the event that a Notice mailed to a Class Member is returned  
16 as undeliverable, the Settlement Administrator shall take all reasonable steps to obtain the  
17 correct address, including up to two skip traces, and will attempt a re-mailing to any Class  
18 Member for whom it obtains a more recent address. *Id.* § 4.4.

19 The Notice will describe: (1) the nature of the litigation; (2) a summary of the settlement  
20 terms; (3) the estimated amount of each Class Member's Settlement Check; (4) the opportunity  
21 to dispute Defendant's records used for calculation; and (5) the opportunity and consequences  
22 of participating by cashing a Settlement Check or to object, opt-out, or appear at the Fairness  
23 Hearing. *Id.* § 4.2. The Settlement Administrator will establish a website that will include all  
24 settlement-related orders and documents submitted to the Court. *Id.* § 3.4.

25 Class Members will have 60 days from issuance of the Notice to opt out, file objections,  
26 or challenge workweek data. *Id.* §§ 1.4, 9.9, 5.1. Class Members to whom Notice is re-mailed  
27 may object or opt-out by the later of the Objection/Opt Out Deadline or 30 days from the  
28

1 stamped date of re-mailing. *Id.* § 1.4, 5.1, 6.1.

2 The Settlement Administrator will send reminders via e-mail, text message, and First  
3 Class U.S. Mail 45 days after the initial distribution of checks to Participating Class Members  
4 who have not yet cashed their Settlement Checks. *Id.* § 9.11. Notice will be given in English  
5 only, because Class Members perform their work in English, and Plaintiff understands that  
6 Banfield requires all Practice Managers to be reasonably proficient in English. Sagafi Decl. ¶  
7 66.

8 **G. Attorneys' Fees; Service Awards; and Settlement Administration Costs**

9 Subject to Court approval, Plaintiff's Counsel will apply for up to 33 1/3% of the Total  
10 Settlement Amount as attorneys' fees (or \$218,333.33), and actual litigation costs not to exceed  
11 \$12,000. Ex. 1 § 9.3. Plaintiff's Counsel will also request Court approval for the payment of a  
12 Service Award of \$10,000 for Bellows and the payment of the fees, costs, and expenses of the  
13 Settlement Administrator, not to exceed \$15,499. *Id.* §§ 3.2; 9.4. This award is reasonable in  
14 light of the substantial time Plaintiff dedicated to this case by being interviewed multiple times,  
15 assisting in Plaintiff's Counsel's investigation by providing information about her role and other  
16 Practice Managers, preparing a declaration for mediation, and advising Plaintiff's Counsel's  
17 throughout the settlement negotiations and mediation. Sagafi Decl. ¶ 69.

18 **IV. ARGUMENT**

19 **A. Certification of the Settlement Class Is Appropriate.**

20 The Court should provisionally certify the Settlement Class for purposes of settlement  
21 because it is ascertainable and sufficiently numerous, there exists a well-defined community of  
22 interest, and a class is superior to alternative proceedings. *See Brinker Rest. Corp. v. Super. Ct.*,  
23 53 Cal. 4th 1004, 1021 (2012); *see also* Cal. Code Civ. Proc. § 382. A well-defined community  
24 of interest exists when there are "(1) predominant common questions of law or fact; (2) class  
25 representatives with claims or defenses typical of the class; and (3) class representatives who  
26 can adequately represent the class." *Brinker*, 53 Cal. 4th at 1021 (quoting *Fireside Bank v.*  
27 *Super. Ct.*, 40 Cal. 4th 1069, 1089 (2006)).

1                   **1.       The Settlement Class Is Ascertainable.**

2           A class is ascertainable when its members may be identified by reference to official  
3 records. *Rose v. City of Hayward*, 126 Cal. App. 3d 926, 934 (1981) *disapproved of on another*  
4 *grounds by Noel v. Thrifty Payless, Inc.*, 445 P.3d 626 (2019). Here, the Settlement Class is  
5 ascertainable because Class Members are current and former employees of Banfield in discrete  
6 job titles, whose identities can be identified from its employment records. Sagafi Decl. ¶ 30.

7                   **2.       The Settlement Class Is Sufficiently Numerous.**

8           The numerosity requirement is satisfied because the Settlement Class is of such a size  
9 that is “it is impracticable to bring them all before the court.” Cal. Code Civ. Proc. § 382.  
10 Here, based on the data provided by Banfield prior to mediation, there are at least 342 members  
11 of the Settlement Class and 206 PAGA Members. Sagafi Decl. ¶ 29; *see also Rose*, 126 Cal.  
12 App. 3d at 934 (finding numerosity requirement satisfied with class of 42). This comfortably  
13 exceeds the numerosity requirement.

14                   **3.       Common Questions of Law and Fact Predominate.**

15           Common questions predominate where the legal theory is “likely to prove amenable to  
16 class treatment,” such that the resolution of claims “in a single class proceeding would be both  
17 desirable and feasible.” *Brinker*, 53 Cal. 4th at 1021-22 (quoting *Sav-On Drug Stores, Inc. v.*  
18 *Super. Ct.*, 34 Cal. 4th 319, 327 (2004)). The test for determining predominance of common  
19 issues is whether the proposed class is sufficiently cohesive to warrant adjudication on a  
20 classwide basis. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1022 (9th Cir. 1998).

21           Here, common issues predominate because Plaintiff has alleged a single policy of making  
22 Project Managers work more than 8 hours per day and more than 40 hours per workweek  
23 without allowing them to report their actual overtime hours worked, resulting in uncompensated  
24 work “off the clock.” Compl. ¶¶ 4-5. Common questions also predominate each of Plaintiff’s  
25 remaining claims. Meal and rest breaks claims will rely on common proof of whether Banfield  
26 had a policy that allowed Practice Managers to take required breaks and/or whether Banfield  
27 implemented any policy requiring breaks such that Practice Managers could, in practice, take  
28

1 their breaks, for example, whether it employed sufficient employees to relieve Practice  
2 Managers of their job duties. Wage statement and timely pay claims are derivative claim based  
3 on the same facts alleged for the “off the clock” work. Common legal and factual questions  
4 about Banfield’s pay practices accordingly predominate over individual questions.

#### 5 **4. The Typicality Requirement Is Met.**

6 Where plaintiffs’ injuries are of the same nature as those of other class members and arise  
7 from the same general course of conduct, the typicality requirement is satisfied. *See, e.g.,*  
8 *Seastrom v. Neways, Inc.*, 149 Cal. App. 4th 1496, 1502 (2007). Here, Plaintiff’s claims are  
9 typical of the Settlement Class’s claims because she worked as Practice Manager in California,  
10 and she was subject to the same policy of uncompensated work “off the clock.” Plaintiff’s  
11 claims, therefore, arise from the same set of facts and legal theories and the typicality  
12 requirement is satisfied.

#### 13 **5. The Adequacy Requirement Is Met.**

14 The adequacy requirement is met if the named plaintiff and their counsel have no  
15 interests adverse to the proposed class and are committed to vigorously prosecuting the case on  
16 behalf of the class. *McGhee v. Bank of Am.*, 60 Cal. App. 3d 442, 450-51 (1976). Here,  
17 Plaintiff is an adequate representative because she has no known conflicts of interest with the  
18 Settlement Class, and her claims are consistent with the claims of other Class Members. Sagafi  
19 Decl. ¶ 31. Plaintiff’s Counsel has explained what this entails, and Plaintiff understands her  
20 responsibilities and has agreed to act as the class representative. *Id.*

21 Plaintiff’s Counsel are adequate because they are skilled and experienced in employment  
22 class action litigation and have prosecuted the case vigorously on behalf of the Settlement Class.  
23 *Id.* ¶ 32.<sup>6</sup> O&G is a 60+ attorney firm with offices in New York, San Francisco, and  
24 Washington, D.C., representing plaintiffs in a wide variety of employment matters, including  
25

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26 <sup>6</sup> This motion and the accompanying declaration feature a selection of prior cases in which  
27 Plaintiff’s Counsel has been listed as Class Counsel and been approved by a court to act as co- or  
28 lead counsel since listing every case is not feasible.

individual and class action litigation involving wage and hour, discrimination, and harassment claims, as well as contract and severance negotiations. *Id.* ¶ 4.

Plaintiff's Counsel have been appointed class counsel in hundreds of class and collective actions asserting employment rights on behalf of workers in California and around the country. *Id.* ¶ 5. For example, recently, Judge Chhabria of the Northern District of California found that "Class Counsel have capably and effectively represented the Settlement Class Members' interests," and praised them for "their outstanding work on this case." *Zamora v. Lyft, Inc.*, No. 16 Civ. 2558, ECF No. 103 at 6 (N.D. Cal. 2018). O&G attorneys "have . . . extensive experience and expertise in prosecuting wage-and-hour class actions and collective actions." *Galeener v. Source*, No. 13 Civ. 4960, ECF No. 131 (N.D. Cal. Mar. 13, 2015) (Chhabria, J.); *Lillehagen v. Alorica*, No. 13 Civ. 0092, ECF No. 262 (C.D. Cal. May 31, 2016) (same); *Yuzary v. HSBC Bank USA, N.A.*, No. 12 Civ. 3693, 2013 WL 1832181, at \*4 (S.D.N.Y. Oct. 2, 2013) (appointing O&G as class counsel, finding that O&G attorneys "have substantial experience prosecuting and settling employment class actions, including wage and hour class actions[,] and are well-versed in wage and hour and class action law"); *Easterling v. Conn., Dep't of Correction*, No. 08 Civ. 826, 2013 WL 12291474, at \*3 (D. Conn. Sept. 10, 2013) (O&G attorneys "are nationally recognized employment class action litigators."); *Johnson v. Brennan*, No. 10 Civ. 4712, 2011 WL 1872405, at \*2 (S.D.N.Y. May 17, 2011) (same); *accord Ballinger v. Advance Magazine Publishers, Inc.*, No. 13 Civ. 4036, 2014 WL 7495092, at \*7 (S.D.N.Y. Dec. 29, 2014) (appointing O&G as class counsel, explaining that "[b]ased on the firm's performance before me in this and other cases and its work in the foregoing and other cases, I have no question that it will prosecute the interests of the class vigorously"); *Perez v. Allstate Ins. Co.*, No. 11 Civ. 1812, 2014 WL 4635745, at \*25 (E.D.N.Y. Sept. 16, 2014) (appointing O&G as class counsel and noting that "O & G has the requisite experience in handling class actions . . . , are well versed in the applicable law, and have the resources necessary to represent the NYLL Class fairly and adequately"); *Capsolas v. Pasta Res., Inc.*, No. 10 Civ. 5595, 2012 WL 1656920, at \*2 (S.D.N.Y. May 9, 2012) (O&G attorneys "have years of experience

1 prosecuting and settling wage and hour class actions, and are well-versed in wage and hour law  
2 and in class action law”); *Alli v. Boston Mkt. Corp.*, No. 10 Civ. 4, 2011 WL 6156938, at \*2 (D.  
3 Conn. Dec. 9, 2011) (O&G counsel are “qualified and experienced in the issues raised in” wage  
4 and hour overtime litigation); *McMahon v. Olivier Cheng Catering & Events, LLC*, No. 08 Civ.  
5 8713, 2010 WL 2399328, at \*6 (S.D.N.Y. Mar. 3, 2010) (O&G “are experienced employment  
6 lawyers with good reputations among the employment law bar . . . [and] have prosecuted and  
7 favorably settled many employment law class actions, including wage and hour class actions”);  
8 *Damassia v. Duane Reade, Inc.*, 250 F.R.D. 152, 158 (S.D.N.Y. 2008) (O&G lawyers have “an  
9 established record of competent and successful prosecution of large wage and hour class actions,  
10 and the attorneys working on the case are likewise competent and experienced in the area”).

#### 11 **6. A Class Action Is Superior to Other Available Methods.**

12 Class treatment is superior to individual adjudication of class members’ claims when it  
13 would prevent repetitious litigation and provide “a method of obtaining redress for claims which  
14 would otherwise be too small to warrant individual litigation.” *Richmond v. Dart Indus., Inc.*,  
15 29 Cal. 3d 462, 469 (1981) (quoting *Eisen v. Carlisle & Jacquelin*, 391 F.2d 555, 560 (2d Cir.  
16 1968)). Here, although each Class Member’s claim is relatively small, each would consume  
17 substantial judicial resources if litigated individually to trial. It would therefore be inefficient to  
18 resolve these claims in separate trials. *See Bufil v. Dollar Fin. Grp., Inc.*, 162 Cal. App. 4th  
19 1193, 1208 (2008), *disapproved of on another grounds by Noel*, 445 P.3d 626. Because the  
20 class mechanism will achieve economies of scale, conserve judicial resources, and avoid  
21 potentially hundreds of repetitive proceedings, superiority is met.

#### 22 **B. The Settlement Meets the Requirements for Preliminary Approval.**

23 Settlement of class actions is favored by public policy. *See Ferguson v. Lief, Cabraser,*  
24 *Heimann & Bernstein*, 30 Cal. 4th 1037, 1054 (2003) (“Settlement of class actions is  
25 encouraged . . . because they consume substantial judicial resources and present unusually large  
26 risks for the litigants.”) (citation and quotation marks omitted). A class settlement is reviewed  
27 and approved by a court in two steps: (1) an early (preliminary) review, and (2) a final review at  
28

1 a fairness hearing after notice has been distributed to the class members. Cal. Rules of Court,  
2 rule 3.769(c)-(g). “At the preliminary approval stage, the court need only determine whether  
3 the proposed settlement is within the range of possible approval such that there is a reason to  
4 notify the class members of the proposed settlement and to proceed with a fairness hearing.”  
5 *Palacios v. Penny Newman Grain, Inc.*, No. 14 Civ. 01804, 2015 WL 4078135, at \*7 (E.D. Cal.  
6 July 6, 2015) (citation and quotation marks omitted).<sup>7</sup>

7 “The well-recognized factors that the trial court should consider in evaluating the  
8 reasonableness of a class action settlement agreement include ‘the strength of plaintiffs’ case,  
9 the risk, expense, complexity and likely duration of further litigation, the risk of maintaining  
10 class action status through trial, the amount offered in settlement, the extent of discovery  
11 completed and stage of the proceedings, and the experience and views of counsel . . . .’”<sup>8</sup> *Kullar*  
12 *v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008) (quoting *Dunk v. Ford Motor*  
13 *Co.*, 48 Cal. App. 4th 1794, 1801 (1996)).

14 In the class settlement context, “a presumption of fairness exists where: (1) the settlement  
15 is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to  
16 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation;  
17 and (4) the percentage of objectors is small.” *Dunk*, 48 Cal. App. 4th at 1802.

18 **1. The Settlement is the Product of Arm’s Length Negotiations by**  
19 **Experienced Counsel After Sufficient Information Exchange.**  
20

21  
22 <sup>7</sup> The California Supreme Court has authorized California’s trial courts to use Rule 23 of the  
23 Federal Rules of Civil Procedure and cases applying it for guidance in considering class issues.  
*See Vasquez v. Super. Ct.*, 4 Cal. 3d 800, 821 (1971).

24 <sup>8</sup> *Kullar* also lists as factors “the presence of a governmental participant, and the reaction  
25 of the class members to the proposed settlement.” 168 Cal. App. 4th at 128. Here, the proposed  
26 settlement did not involve the presence of a governmental participant; therefore, this factor is  
27 neutral and does not weigh in favor of or against preliminary approval. Class Members have not  
28 yet been notified of the proposed Settlement so the Court cannot evaluate Class Members’  
reaction. The Court can evaluate this factor at the final approval stage, after notice has issued to  
Class Members, and after the Court has had an opportunity to review any objections and the  
number of exclusion requests.

1 “The court . . . should give considerable weight to the competency and integrity of  
2 counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement  
3 represents an arm’s length transaction entered without self-dealing or other potential  
4 misconduct.” *Kullar*, 168 Cal. App. 4th at 129.

5 Here, the proposed Settlement was reached through vigorous, hard-fought, arm’s-length  
6 negotiation between lawyers with significant experience. Plaintiff’s Counsel are experienced in  
7 the litigation, certification, settlement, and trial of wage and hour class actions cases similar to  
8 this case. Sagafi Decl. ¶¶ 39. Judge Jeffrey Winikow (Ret.), who assisted the Parties in  
9 negotiating the settlement, is an experienced and well-respected mediator with years of complex  
10 class and collective litigation experience. *Id.* ¶ 40.

11 The Parties also engaged in sufficient mediation discovery to recommend settlement. *Id.*  
12 ¶ 41. Banfield provided Plaintiff’s Counsel with dates of employment and compensation data  
13 for the class as well as Plaintiff’s personnel files, Practice Manager job descriptions, and  
14 company compensation plans and other policies. *Id.* ¶ 42. Plaintiff’s Counsel provided  
15 Banfield with Bellows’ detailed declaration, which described her job responsibilities and hours  
16 worked and the similarities she shared with other Practice Managers. *Id.* ¶ 43. This substantial  
17 information exchanged was more than sufficient to create “an understanding of the amount in  
18 controversy and the realistic range of outcomes of the litigation.” *Kullar*, 168 Cal. App. 4th at  
19 120.

20 Moreover, there is no risk of a reverse auction here. This further buttresses a finding that  
21 the negotiations were conducted at arm’s-length. In circumstances where additional plaintiffs  
22 are pursuing overlapping claims, and those plaintiffs were not present and active in the  
23 mediation, there is often a presumption that the settlement suffers from the structural defect of a  
24 reverse auction. Specifically, the court is on guard that the settlement might be an attempt to  
25 subvert parallel overlapping litigation, and the settlement dollar amount and other terms are  
26 depressed because the settling plaintiff hopes to beat the non-settling plaintiff in a race to the  
27 bottom. Here, Banfield has confirmed that there is no competing class action, so the specter of  
28

a reverse auction is not present, and a finding that the settlement negotiations were truly arm's-length and non-collusive is appropriate. Sagafi Decl. ¶ 44.

Given that the settlement is the product of good faith arm's-length negotiations involving the participation of an experienced mediator after meaningful document exchange and was negotiated by experienced counsel, this settlement is entitled to a presumption of fairness and preliminary approval is warranted.

## **2. The Settlement Provides Substantial Relief for Class Members.**

The Court should approve the proposed Settlement because it provides substantial relief to the Settlement Class relative to the theoretical maximum recovery. The average net award (after deduction for attorneys' fees, costs, service awards, and administration) Class Members stand to recover an average net payment of \$1,123.30 if all of the approximately 342 Class Members participate. Sagafi Decl. ¶ 45. This is a substantial portion of the unpaid wages and other damages Class Members could have recovered at trial, as described below.

### **a. Recovery for Unpaid Overtime, Penalties, and Related Damages**

- Unpaid Overtime. Plaintiff's Counsel estimated overtime damages based on two hours of unpaid overtime per Class Member per week, assuming Class Members worked overtime in 70% of the total 38,393 workweeks (to account for periods of vacations, leave, and other days off). Plaintiff's Counsel estimated the average overtime hours per week based on interviews with Plaintiff and on her observations of her co-workers. Multiplying the overtime rate from the class members whose data Banfield provided by 70% of the total number of workweeks and Plaintiff's estimated average number of two overtime hours per week results in a total exposure of approximately **\$2,712,591** in unpaid overtime wages. Sagafi Decl. ¶¶ 46.

- Interest. Plaintiff's Counsel estimates that interest on the overtime damages would be approximately **\$726,443**. *Id.* ¶ 47.

- Meal and Rest Break Penalties. Plaintiff alleges that Banfield's Practice Managers regularly worked shifts of at least five hours without receiving an off-duty 30-minute

meal break. Plaintiff also alleges that Practice Managers regularly worked four-hour periods, or major fractions thereof, without receiving an off-duty 10-minute rest break. Plaintiff's Counsel estimated that there were two missed breaks (either meal or rest break) per week for 70% of workweeks. Multiplying the one hour of premium pay per violation times five violations per week by the hourly rate for each class members whose data Banfield provided for 70% of the total number of workweeks results in a total maximum recovery of approximately **\$2,712,591**. *Id.* ¶ 48.

- Waiting Time Penalties. Labor Code § 203 provides a penalty in the amount of thirty days' pay where an employer willfully fails to pay an employee all owed wages at the time of separation. Using the hourly rate provided for the Class Members, an average 8-hour day, and the 30-day penalty, Plaintiff's Counsel estimated waiting time penalties to be **\$1,656,000**. Sagafi Decl. ¶ 49.

- Wage Statement Penalties. Labor Code § 226(e) provides statutory penalties in the amount of \$50 for the initial pay period and \$100 for each subsequent pay period, up to a maximum of \$4,000 where an employer knowingly and intentionally fails to provide an accurate wage statement to an employee. The statute of limitations for this claim is one year. *Hernandez v. Towne Park, Ltd.*, No. 12 Civ. 02972, 2012 WL 2373372, at \*14 (C.D. Cal. June 22, 2012). Here, the Settlement Class could have recovered a maximum of **\$432,775** in wage statement penalties. Sagafi Decl. ¶ 50.

In sum, the maximum total exposure for Class Members' wage and hour claims, excluding PAGA claims, is approximately **\$7,698,948**.<sup>9</sup> The Total Settlement Amount thus represents an 8.5% recovery for Class Members' Labor Code claims, and the Net Fund represents a 5.0% recovery. Sagafi Decl. ¶ 51. The Total Settlement Amount represents a 24%

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<sup>9</sup> Plaintiff's Counsel did not calculate a separate estimated exposure for expense reimbursement damages in advance of mediation because the potential exposure was small (Plaintiff's unreimbursed expenses were a few hours of home internet use for business purposes per week) and the risks in certifying and proving those claims were high, and thus that their value would be adequately covered by the substantial recovery for other claims. Sagafi Decl. ¶ 51 n.1.

1 recovery of Plaintiff's estimated overtime damages, which is Plaintiff's strongest claim, and the  
2 Net Fund represents a 14% recovery. This recovery is substantial given the litigation risks and  
3 the risks in recovering the full extent of possible damages and penalties. *See, e.g., Harvey v.*  
4 *Morgan Stanley Smith Barney LLC*, No. 18 Civ. 2835, 2019 WL 9441672, at \*2-3 (N.D. Cal.  
5 Sep. 5, 2019) (approving class/PAGA settlement valued at 2% to 6.6% of total exposure,  
6 depending on different analyses of the value of the claims, over a class member's objection that  
7 the settlement amount was too low); *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th  
8 Cir. 2000) (finding a gross recovery of approximately one sixth (16.67%) of the potential  
9 recovery adequate in light of litigation risks); *Villegas v. J.P. Morgan Chase & Co.*, No. 09 Civ.  
10 261, 2012 WL 5878390, at \*6 (N.D. Cal. Nov. 21, 2012) (preliminarily approving a settlement  
11 where the gross amount represented approximately 15% of the potential recovery).

12 **b. Recovery for PAGA Penalties<sup>10</sup>**

13 The Settlement provides that \$15,000 of the Total Settlement Amount will be allocated  
14 to the Settlement of the PAGA Group's claims, which represents approximately 2.3% of the  
15 Total Settlement Award<sup>11</sup> Ex. 1 (Settlement Agreement) § 1.30; Sagafi Decl. ¶ 53. Plaintiff  
16 estimated maximum PAGA penalties at approximately \$1,760,430 based on the above Labor  
17 Code violations. The PAGA Fund represents approximately 0.85% of Plaintiff's maximum  
18 theoretical PAGA recovery. Sagafi Decl. ¶ 54. This recovery is reasonable because of courts'  
19 discretion to reduce PAGA penalties (Cal. Lab. Code § 2699(e)(2)) and well within the range  
20 that courts routinely approve. *See, e.g., Ruch v. AM Retail Grp., Inc.*, No. 14 Civ. 05352, 2016  
21 WL 5462451, at \*7 (N.D. Cal. Sept. 28, 2016) (approving PAGA recovery that represented less  
22 than 1% of maximum potential recovery); *McLeod v. Bank of Am., N.A.*, No. 16 Civ. 03294,

23 <sup>10</sup> Bellows gave notice to the LWDA of her intent to pursue PAGA penalties as required by  
24 Cal. Lab. Code § 2699.3. Sagafi Decl. at Ex. 3-4. Plaintiff's Counsel also submitted a copy of  
25 the proposed settlement to the LWDA, as required by Cal. Lab. Code § 2699(l)(2). *Id.* at Ex. 5.

26 <sup>11</sup> Courts that look at the proportion of the PAGA settlement to the overall settlement  
27 recovery have approved proportionate recoveries of around 2% or less. *See, e.g., Van Kempen v.*  
28 *Matheson Tri-Gas, Inc.*, No. 15 Civ. 660, 2017 WL 3670787, at \*10 (N.D. Cal. Aug. 25, 2017)  
(1.4 percent); *Slavkov v. Fast Water Heater Partners I, LP*, Case No. 14 Civ. 4324, 2017 WL  
3834873, at \*1 (N.D. Cal. July 25, 2017) (2.2 percent).

2018 WL 5982863, at \*2, \*4 (N.D. Cal. Nov. 14, 2018) (approximately 1%).

### 3. Plaintiff Faced Significant Risks in the Absence of Settlement.

This settlement recovery is particularly reasonable in light of the significant litigation risks Plaintiff faced. Sagafi Decl. ¶¶ 55. Although Plaintiff believes her case is strong, she recognizes that class action litigation inherently involves risk and delay, *see Ferguson*, 30 Cal. 4th at 1054 (class actions “present unusually large risks for litigants”), and that they faced particular risks here. *Id.*

First, Banfield would primarily argue that its arbitration agreements prevent Class Members from bringing their claims on a class-wide basis as the majority of Banfield employees (including Practice Managers) signed arbitration agreements with class action waivers. If Banfield succeeded, many Class Members may never bring their claims against it and would see no recovery.

Second, even if Plaintiff could defeat a motion to compel arbitration as to herself, there is a risk that Plaintiff would not succeed in certifying or maintaining the class through trial. Banfield would likely argue that differences among Practice Managers’ job duties or compensation levels preclude class certification, especially when it comes to determining time spent working off the clock. Banfield would also argue that its practices are compliant with California wage and hour policies including by prohibiting off the clock work and requiring it to be reported, providing compliant meal period and rest break opportunities, and providing for reimbursement of business expenses. In particular, Banfield would argue that it allowed Practice Managers to set their own schedules and adjust their time worked as needed so that they could have the flexibility to address matters that come up outside of work hours. Although Plaintiff disagrees, Plaintiff recognizes that obtaining and maintaining class certification is always a significant obstacle. *Id.* ¶ 57.

Third, a trial on the merits inherently involves significant risks. In particular in this case, Plaintiff’s off-the-clock claims would require a fact intensive inquiry about Practice Managers’ hours worked off the clock and about their missed break and meal periods. Although Plaintiff

believes that the facts would be consistent with Plaintiff's allegations, Plaintiff's Counsel recognizes that this would require a highly contextual inquiry and that its litigation poses significant risks. *Id.* ¶ 58.

Fourth, a trial on the merits would entail various risks for Plaintiff in establishing damages. Banfield would claim that Class Members did not miss meal or rest breaks and would dispute the number of hours Practice Managers claim to have worked. Without contemporaneous records of time worked and breaks taken (which Banfield's policy prevented Practice Managers from recording), proving the existence and extent of overtime hours worked and breaks missed would be an evidentiary challenge. *Id.* ¶ 59.

To recover maximum PAGA penalties, Plaintiff would need to establish that penalties should be stacked, and defeat Banfield's likely argument that plaintiff may recover heightened PAGA penalties only after a court or the Labor Commissioner has determined that the employer violated the Labor Code. *See, e.g., Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008); *see also* Sagafi Decl. ¶ 60. Banfield would argue that Plaintiff's PAGA claim has limited settlement value under PAGA Reform, including the inability to stack certain derivative PAGA Penalties.

In sum, although Plaintiff vigorously dispute each of Banfield's arguments, Plaintiff's Counsel recognizes that a class trial and the formal discovery process to prepare for it would be long, arduous, and risky and even if Plaintiff prevailed on each of her claims, she might face a lengthy appeals process. In light of the myriad risks and delay that litigation would entail, and based on Plaintiff's Counsel's experience litigating class actions and employment lawsuits, it is the opinion of Plaintiff's Counsel that the proposed Settlement is in the best interests of the Class Members. Sagafi Decl. ¶ 61.

### **C. The Proposed Notice and Settlement Procedure Are Appropriate.**

Due process requires that notice to class members provides sufficient information to make an informed decision to accept or object to a proposed settlement and an opportunity to be heard in the proceedings. *See Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314

(1950); *Wershba v. Apple Comput., Inc.*, 91 Cal. App. 4th 224, 251-52 (2001), *disapproved of on another ground in Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). The proposed Notice satisfies these requirements.

The content of the proposed Notice is appropriate because it provides sufficient information for Class Members to decide whether to participate in, object to, or opt out of the Settlement and meets all of the requirements of California Rule of Court 3.766(d). It provides (1) a brief explanation of the case, (2) the material terms of the settlement, (3) the proposed fees and costs of Plaintiff's Counsel and settlement administration, (4) the proposed Service Awards to Plaintiff, (5) that Class Members may opt out of or object to the Settlement (and instructions on how to do so), (5) a statement that the settlement will bind all Class Members who do not request exclusion, (6) a statement that any Class Member who does not request exclusion may, if she so desires, enter an appearance through counsel, (7) details about the court hearing on settlement approval and the opportunity to object; and (8) how Members can obtain additional information, including documents related to the settlement. Ex. 1 (Settlement Agreement) at Ex. A (Notice).

The manner of giving notice also complies with California Rule of Court 3.766(e) because the proposed procedure for distributing the Notice has a likelihood of reaching a substantial percentage of Class Members. The Notice will be sent via First Class U.S. mail and e-mail to the last known address of each Class Member, and the Settlement Administrator shall attempt to obtain the correct address for each Settlement Class Member whose Notice is returned as undeliverable, including up to two skip traces, and shall attempt a re-mailing provided it obtains a more recent address. Ex. 1 § 3.4. Further, the Notice will provide the address of the website established by the Settlement Administrator so that Class Members will be able to read the settlement agreement and court filings. *Id.*

The proposed Settlement Administrator, Analytics, is experienced in the field and was chosen only after comparing bids from a number of other well-known administrators. Sagafi Decl. ¶ 62; Ex. 2 (Simmons Decl.) ¶¶ 3-9. The Court should approve Analytics, which estimated

that its fees for administering the settlement shall be approximately \$15,499. Ex. 1 (Settlement Agreement) § 3.2; Ex. 2 (Simmons Decl.) ¶ 17.

**D. A Final Approval Hearing Should be Scheduled**

The last step in the settlement approval process is the formal hearing, at which the Court may hear evidence and argument necessary to evaluate the proposed Settlement. Cal. Rule of Ct. 3.769(e). The following schedule sets forth a proposed sequence for the relevant dates, assuming the Court grants preliminary approval of the Settlement:

|                                                                                                                                   |                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 calendar days after entry of order granting Preliminary Approval of Settlement                                                  | Banfield to provide Settlement Administrator with the Class List (Ex. 1 (Settlement Agreement) § 4.1)                                                  |
| 21 calendar days after entry of order granting Preliminary Approval of Settlement                                                 | Settlement Administrator mails Notice to Class Members ( <i>Id.</i> § 4.3)                                                                             |
| 60 calendar days after the Settlement Administrator mails Notice to Class Members (or 30 calendar days after Notice is re-mailed) | Response deadline to opt-out or object ( <i>Id.</i> §1.4; 5.1)                                                                                         |
| 30 days after the response deadline to opt-out or object                                                                          | Last day for Class Counsel to file Motion for Final Approval and motion for an award of attorneys' fees, costs, and Class Representative Service Award |
| _____, 2025                                                                                                                       | Final Approval Hearing                                                                                                                                 |
| _____, 2026                                                                                                                       | Final Accounting/Dismissal Hearing                                                                                                                     |

**V. CONCLUSION**

For the foregoing reasons, Plaintiff respectfully requests that the Court (1) grant preliminary approval of the proposed Settlement; (2) preliminarily certify the Settlement Class and conditionally certify the Settlement Collective for settlement purposes; (3) approve the form, content, and method of distribution of the Notice; (4) appoint Analytics LLC as the Settlement Administrator; (5) appoint Outten & Golden LLP as Class Counsel; (6) appoint Plaintiff as the class representative; and (7) schedule a hearing to consider final approval of the settlement.

1 Dated: June 10, 2025

Respectfully submitted,

2 By: /s/ Jahan C. Sagafi  
3 Jahan C. Sagafi (SBN 224887)  
4 Kaelyn Mahar (SBN 338257)  
5 Mohsin Mirza (SBN 342444)  
6 **OUTTEN & GOLDEN LLP**  
7 One California Street, 12th Floor  
8 San Francisco, CA 94111  
9 Telephone.: (415) 638-8800  
10 Facsimile: (415) 638-8810  
11 Email: jsagafi@outtengolden.com  
12 Email: kmahar@outtengolden.com  
13 Email: mmirza@outtengolden.com

14 *Attorneys for Plaintiff, the Proposed Class,*  
15 *and Aggrieved Members*