NOTICE OF CLASS ACTION SETTLEMENT

Jasmine Holman v. PetSmart LLC
Superior Court of California for the County of Placer, Case No. S-CV-0051680

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Jasmine Holman ("Plaintiff") and Defendant PetSmart LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Jasmine Holman v. PetSmart LLC*, Placer County Superior Court Case No. S-CV-0051680 ("Action"), which may affect your legal rights. On July 17, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on December 10, 2026 at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"**Class Period**" means the period from September 1, 2022 through November 30, 2025.

"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**PAGA Employee(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"**PAGA Period**" means the period from the period from September 1, 2022 through November 30, 2025.

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 1, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated. On November 14, 2023, Plaintiff commenced a putative class action and representative action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA") by filing a Class & Collective Action Complaint in the Action. On February 5, 2026, Plaintiff submitted an amended written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated. Together, the September 1, 2023 notice and February 5, 2026 notice are referred to as the "PAGA Letters". On March 17, 2026, Plaintiff filed a First Amended Class & Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff alleges in the Operative Complaint the failure to provide required meal periods and failure to pay meal period premiums; failure to authorize and permit rest periods and failure to pay rest period premiums; failure to pay overtime wages at the lawful overtime and double-time rates; failure to pay minimum wages for all hours worked; failure to pay reporting time compensation; failure to pay all wages earned at the correct rate of pay, including secret payment of lower wages in violation of designated wage rates; unlawful deductions; unlawful payment instruments; failure to timely pay wages during employment; failure to timely pay all wages owed upon discharge or resignation; failure to furnish accurate, itemized wage statements; failure to maintain and produce required payroll and personnel records; failure to provide, make available, or correctly compensate paid sick leave; failure to provide kin-care leave and maintaining unlawful attendance policies; failure to provide a weekly day of rest; failure to reimburse employees for necessary business expenses; failure to provide required lactation accommodations and breaks; failure to comply with workplace violence prevention and injury and illness prevention planning requirements; failure to provide suitable seating; failure to provide required hiring/commission agreements or wage-theft-prevention notices; maintaining unlawful wage confidentiality policies and retaliating against employees for wage discussions; retaliation for complaints about Labor Code violations, workplace safety, or unlawful practices; violations of general safety obligations and failure to maintain required workplace postings/notices; violations of mandatory indoor heat illness prevention standards; and unfair and unlawful business practices. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies any liability or wrongdoing of any kind. Defendant contends, among other things, that it complied at all times with the applicable law. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On July 17, 2026, the Court entered an order preliminarily approving the Settlement. The Court has not ruled on the merits of Plaintiff's claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the proposed Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the final approval hearing.

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a total gross settlement amount of Four Million Nine Hundred Fifty Thousand Dollars and Zero Cents ($4,950,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $1,732,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Fifty Thousand Dollars and Zero Cents ($50,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff; (3) the amount of Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% ($562,500.00) ("LWDA Payment") and the remaining 25% ($187,500.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Ninety-Five Thousand Dollars and Zero Cents ($95,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be treated as wages or subject to payroll withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. <u>Your Workweeks and Pay Periods Based on Defendant's Records</u>

According to Defendant's records:

- **From September 1, 2022 through November 30, 2025 (i.e., the Class Period), you are credited as having worked «Class_Workweeks» Workweeks.**
- **From September 1, 2022 through November 30, 2025 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods_» Pay Periods.**

If you wish to dispute the Workweeks credited to you ("Dispute"), you must submit your dispute in writing to the Settlement Administrator.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

The Dispute must: (a) contain the case name and number of the Action (*Holman v. PetSmart LLC*, Case No. S-CV-0051680); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed above, postmarked **on or before October 26, 2026**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks and Pay Periods credited to you.

> **Under the terms of the Settlement, your Individual Settlement Share is estimated to be $«Estimated_Individual_Class_Award». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**
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> **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $«Estimated_Individual_PAGA_Award» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. By virtue of this release, any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.,* 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California on behalf of itself and with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims alleged in the Operative Complaint, or that arise out of or in connection with the claims and facts alleged in the Operative Complaint, during the Class Period, and any claims which could have been asserted arising from the claims, alleged facts and/or primary rights alleged to have been invaded to the full extent permitted by law, including claims for: failure to provide required meal periods and failure to pay meal period premiums; failure to authorize and permit rest periods and failure to pay rest period premiums; failure to pay overtime wages at the lawful overtime and double-time rates; failure to pay minimum wages for all hours worked; failure to pay reporting time compensation; failure to pay all wages earned at the correct rate of pay, including secret payment of lower wages in violation of designated wage rates; unlawful deductions; unlawful payment instruments; failure to timely pay wages during employment; failure to timely pay all wages owed upon discharge or resignation; failure to furnish accurate, itemized wage statements; failure to maintain and produce required payroll and personnel records; failure to provide, make available, or correctly compensate paid sick leave; failure to provide kin-care leave and maintaining unlawful attendance policies; failure to provide a weekly day of rest; failure to reimburse employees for necessary business expenses; failure to provide required lactation accommodations and breaks; failure to comply with workplace violence prevention and injury and illness prevention planning requirements; failure to provide suitable seating as required by applicable Wage Order section 14(A) and (B); failure to provide required hiring/commission agreements or wage-theft-prevention notices; maintaining unlawful wage confidentiality policies and retaliating against employees for wage discussions; retaliation for complaints about Labor Code violations, workplace safety, or unlawful practices; violations of general safety obligations and failure to maintain required workplace postings/notices; violations of mandatory indoor heat illness prevention standards; unfair and unlawful business practices arising out of or related to any or all of the aforementioned claims; and for statutory or civil penalties (excluding PAGA penalties), attorneys' fees, costs, restitution or any other form of recovery. The Released Class Claims specifically include all claims alleging a violation of California Labor Code sections 98.6, 201, 202, 203, 204, 206, 206.5, 208, 210, 212, 213, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 227.3, 232, 233, 234, 246, 246.5, 247, 247.5, 248.5, 432.5, 510, 512, 551, 552, 558, 558.1, 1030, 1031, 1033, 1102.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 1199.5, 2751, 2800, 2800.5, 2802, 2810.5, 6401.7, 6401.9, 6310, 6311, 6399.7, 6400, 6401, 6402, 6403, California Code of Regulations, the Industrial Welfare Commission Wage Orders, including but not limited to Wage Order

7-2001 section 5, 11, 12 and 14(A) and (B); California Business and Professions Code section 17200 *et seq.*, California Civil Code sections 3287, 3289, 3336, and 3294; and California Code of Civil Procedure section 1021.5.

"Released PAGA Claims" any and all claims under the California Private Attorneys General Act of 2004, Cal. Lab. Code section 2698 *et seq.* for PAGA penalties alleged in the Operative Complaint and PAGA Letters, or that arise out of or in connection with the claims and facts alleged in the Operative Complaint and PAGA Letters, during the PAGA Period, and any claims which could have been asserted arising from the claims, alleged facts and/or primary rights alleged to have been invaded to the full extent permitted by law, including claims for: failure to provide required meal periods and failure to pay meal period premiums; failure to authorize and permit rest periods and failure to pay rest period premiums; failure to pay overtime wages at the lawful overtime and double-time rates; failure to pay minimum wages for all hours worked; failure to pay reporting time compensation; failure to pay all wages earned at the correct rate of pay, including secret payment of lower wages in violation of designated wage rates; unlawful deductions; unlawful payment instruments; failure to timely pay wages during employment; failure to timely pay all wages owed upon discharge or resignation; failure to furnish accurate, itemized wage statements; failure to maintain and produce required payroll and personnel records; failure to provide, make available, or correctly compensate paid sick leave; failure to provide kin-care leave and maintaining unlawful attendance policies; failure to provide a weekly day of rest; failure to reimburse employees for necessary business expenses; failure to provide required lactation accommodations and breaks; failure to comply with workplace violence prevention and injury and illness prevention planning requirements; failure to provide suitable seating as required by applicable Wage Order section 14(A) and (B); failure to provide required hiring/commission agreements or wage-theft-prevention notices; maintaining unlawful wage confidentiality policies and retaliating against employees for wage discussions; retaliation for complaints about Labor Code violations, workplace safety, or unlawful practices; violations of general safety obligations and failure to maintain required workplace postings/notices; violations of mandatory indoor heat illness prevention standards; and for statutory or civil penalties, attorneys' fees, costs, restitution or any other form of recovery. The Released PAGA Claims specifically include all claims alleging a violation of California Labor Code sections 98.6, 201, 202, 203, 204, 206, 206.5, 208, 210, 212, 213, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 227.3, 232, 233, 234, 246, 246.5, 247, 247.5, 248.5, 432.5, 510, 512, 551, 552, 558, 558.1, 1030, 1031, 1033, 1102.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 1199.5, 2698 *et seq.*, 2751, 2800, 2800.5, 2802, 2810.5, 6401.7, 6401.9, 6310, 6311, 6399.7, 6400, 6401, 6402, 6403, California Code of Regulations, and the Industrial Welfare Commission Wage Orders, including but not limited to Wage Order 7-2001 Section 5, 11, 12 and 14(A) and (B).

"Released Parties" Defendant, and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, members, attorneys, direct and indirect parents and subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, any actual or alleged joint employers, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

E. The Attorneys

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IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to

do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Holman v. PetSmart LLC*, Case No. S-CV-0051680); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section III.B above, postmarked **on or before October 26, 2026**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Holman v. PetSmart LLC*, Case No. S-CV-0051680); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section III.B above, postmarked **on or before October 26, 2026**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 40 of the Placer County Superior Court, located at Honorable Howard G. Gibson Courthouse, 10820 Justice Center Drive, Roseville, CA 95678, on December 10, 2026, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement

Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information about how to attend remotely here: https://www.placer.courts.ca.gov/online-services/remote-appearance-system/remote-civil-hearings

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting Howard G. Gibson Courthouse, 10820 Justice Center Drive, Roseville, CA 95678, during normal business hours, or by online by visiting the following website: https://www.placer.courts.ca.gov/online-services/online-portal

You may also visit the Settlement Administrator's website at https://ilymgroup.com/PetSmart for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810.

Holman v. PetSmart LLC
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYMID
QR
Code»

ILYM ID: «ILYMID» «Postal_Sort» «Tray_PC»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip_Code»
«encodedimbno»