JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") is made and entered into by and between Plaintiff Jasmine Holman ("Plaintiff" or "Class Representative"), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant PetSmart LLC ("Defendant") (together, Plaintiff and Defendant are referred to as "Parties" and individually as "Party").

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On September 1, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant.

2. On November 14, 2023, Plaintiff filed a Class & Collective Action Complaint in the action entitled *Jasmine Holman v. PetSmart LLC*, Placer County Superior Court Case No. S-CV-0051680 ("Action"), thereby commencing a putative class and representative action against Defendant.

3. On August 6, 2025, the Parties participated in mediation with Monique Ngo-Bonnici, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties' settlement discussions were conducted at arms' length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and

circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

4. Plaintiff agrees to provide an amended written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("Amended PAGA Letter") in the form attached hereto as **Exhibit A**. Together, the September 1, 2023 notice and the Amended PAGA Letter are referred to as the "PAGA Letters."

5. Plaintiff agrees to file a First Amended Class & Representative Action Complaint ("Operative Complaint") in the Action in the form attached hereto as **Exhibit B**.

6. Defendant denies all material allegations set forth in the Action or to be set forth in the Action, and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, Released Class Claims, Released PAGA Claims, and Plaintiff's Released Claims (all as defined herein).

7. Class Counsel diligently investigated the class and PAGA claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices. The Parties have engaged in sufficient informal discovery and investigation to assess the relative merits of the claims and contentions of the Parties.

8. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is rescinded or not approved, it will be of no force or effect, the Parties shall be returned to their original respective positions, the Action returned to its status prior to this Settlement Agreement, the Amended PAGA Letter and First Amended Class & Representative Action Complaint will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

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DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. "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.

c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) number of Workweeks/Pay Periods worked during the Class Period and PAGA Period.

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit C**."

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

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

h. "Court" means the Superior Court of the State of California for the County of Placer.

i. "Defendant's Counsel" means Amy S. Williams and August Pearson of CDF Labor Law LLP.

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j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the following: (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

l. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

m. “Enhancement Payment” means the amount to be paid to Plaintiff, in exchange for the general release of claims and recognition of her work in the Action, as set forth in Paragraph 13.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

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q. "Gross Settlement Amount" means the amount of Four Million Nine Hundred Fifty Thousand Dollars and Zero Cents ($4,950,000.00) to be paid by Defendant in full satisfaction of the Action, Released Class Claims, Released PAGA Claims, all Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 16.

r. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 18.

s. "Individual Settlement Payment" means the net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 19.

t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 17.

u. "LWDA Payment" means the amount of Five Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents ($562,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 16.

v. "Net Settlement Amount" means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

w. "Notice of Objection" means a Settlement Class Member's written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's

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, postmarked on or before the Response Deadline.

x. "PAGA Amount" means the allocation of Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or $562,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or $187,500.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

y. "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.

z. "PAGA Employee Amount" means the amount of One Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents ($187,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

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

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

cc. "Pay Periods" means 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.

dd. "Preliminary Approval" means the date on which the Court enters the Preliminary Approval Order.

ee. "Preliminary Approval Order" means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ff. "Plaintiff's Released Claims" means the Released Class Claims, the Released PAGA Claims, and a general release of claims as set forth in Paragraph 40.

gg. "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.

hh. "Released PAGA Claims" means 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 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).

ii. "Released Parties" means 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.

jj. "Request for Exclusion" means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

kk. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response

Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

ll. "Settlement Administrator" means ILYM Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administrating the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

mm. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administrating the Settlement, as set forth in Paragraph 15.

nn. "Settlement Class" or "Settlement Class Member(s)" means all Class Members who do not submit a timely and valid Request for Exclusion.

oo. "Workweeks" means 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.

CLASS CERTIFICATION

10. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

11. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate or inappropriate in a non-settlement context.

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TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., $1,732,500.00 if the Gross Settlement Amount is $4,950,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Fifty Thousand Dollars and Zero Cents ($50,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. Enhancement Payment. In exchange for a general release of claims, Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero Cents ($10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq*. (i.e., the PAGA Amount), of which seventy-five percent (75%), or $562,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or $187,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ninety-Five Thousand Dollars and Zero Cents ($95,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. Escalator Clause. Defendant has estimated that the Class Members/PAGA Employees worked a total of 750,000 Workweeks/Pay Periods from September 1, 2022 through September 24, 2025. If it is determined that the total number of Workweeks/Pay Periods worked by the Class Members/PAGA Employees during the Class Period, as identified in the Class List, actually exceeds 750,000 by more than 10% (i.e., if the Workweeks/Pay Periods exceed 825,000), then the Gross

Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks/Pay Periods worked by the Class Members/PAGA Employees above 10%. For example, if the number of Workweeks/Pay Periods increases by 11% to 832,500 Workweeks/Pay Periods, then the Gross Settlement Amount will increase by 1%.

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield each Settlement Class Member's final Individual Settlement Share.

18. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages

portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

20. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

21. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE

CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document).

24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement

Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court and provide Defendant the opportunity to comment upon and provide input on the preliminary approval motion, which Class Counsel will incorporate prior to filing to the extent reasonable. To the extent the Parties cannot agree on the language of the preliminary approval motion, the matter will be submitted to mediator Monique Ngo-Bonnici for resolution. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

a. Conditionally certifying the Class for settlement purposes only;

b. Granting Preliminary Approval of the Settlement;

c. Preliminarily appointing Plaintiff as the representative of the Class;

d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;

f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

25. <u>Notice of Settlement to the LWDA</u>. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

26. <u>Delivery of Class List</u>. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

27. <u>Notice by First Class U.S. Mail.</u>

a. Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English (in the form attached as **Exhibit C** to this Settlement Agreement) to all Class Members via First-Class U.S.

Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding mailing address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

28. Disputes Regarding Workweeks/Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator and Defendant will evaluate the materials submitted by the Class Member and resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with under the Settlement. That decision on such disputes will be final and non-appealable.

29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request

for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

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31. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

32. Defendant's Right to Rescind. If more than one percent (1%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within seven (10) business days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

33. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court and provide Defendant the opportunity to comment upon and provide input on the final approval motion, which Class Counsel will incorporate prior to filing to the extent reasonable. To the extent the Parties cannot agree on the language of the final approval motion, the

matter will be submitted to mediator Monique Ngo-Bonnici for resolution. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

d. Approval of the application for Enhancement Payment to Plaintiff;

e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and

f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

35. Funding of the Gross Settlement Amount. No later than fifteen (15) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount and Employer Taxes into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than fifteen (15) business days after the Effective Date.

36. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

37. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the

PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check. Settlement Class Members and PAGA Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

38. Class Settlement Release. 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.

39. PAGA Settlement Release. 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.

40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

41. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

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42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

43. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order and Final Approval Order and Judgment, including any order certifying the Class, shall be vacated *nunc pro tunc*;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, including the Amended PAGA Letter and First Amended Class & Representative Action Complaint, will be null and void, stricken from the record, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

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44. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

45. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

46. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete this Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

48. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

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49. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

50. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member or PAGA Employee execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and PAGA Employee.

51. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

52. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

53. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel

regarding the fairness and reasonableness of this Settlement Agreement.

55. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

56. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to implement the Settlement.

57. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law. Defendant, however, shall have the right to use this Settlement Agreement, including the releases contained herein, to defend against any claims asserted by or on behalf of any current or former employee or the State of California.

58. No Publicity. Neither Class Counsel, Plaintiff, nor their representatives shall issue, authorize, or cause to be issued any press release, media statement, website posting, social media post, marketing communication, or other public announcement or statement regarding this Settlement, its terms, or the fact of settlement, except as required by law or as necessary to obtain preliminary or final

approval of the Settlement by the Court. Class Counsel and Plaintiff agree that they shall not advertise, publicize, or otherwise promote the Settlement, including but not limited to references to the Settlement or its terms on law firm websites, in promotional materials, in client communications, or in any other form of advertising or solicitation. This restriction includes any reference to the case name, the Defendant, or the settlement amount in marketing materials. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

59. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

60. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

61. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

62. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

63. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

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<u>To Plaintiff and Class Counsel</u>:
Jonathan M. Genish
jgenish@blackstonepc.com
Karen I. Gold
kgold@blackstonepc.com
Marissa A. Mayhood
mmayhood@blackstonepc.com
Alexandra Rose
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Jasmine Y. Kianfard
jkianfard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

<u>To Defendant</u>:
Amy S. Williams
awilliams@cdflaborlaw.com
August Pearson
apearson@cdflaborlaw.com
CDF LABOR LAW LLP
18300 Von Karman Avenue, Suite 800
Irvine, California 92612
Tel: (949) 622-1661

64. <u>Cooperation and Execution of Necessary Documents</u>. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

65. <u>Privacy of Documents and Information</u>. Plaintiff and Class Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than to effectuate the terms of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

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IT IS SO AGREED.

PLAINTIFF JASMINE HOLMAN

Dated: 01/30/2026

Plaintiff Jasmine Holman

DEFENDANT PETSMART LLC

Dated: ____________________

Lacy J. Bundy
EVP, Chief Legal Officer & Corporate Secretary
On behalf of Defendant PetSmart LLC

APPROVED AS TO FORM AND AGREED AS TO PARAGRAPH 58:

BLACKSTONE LAW, APC

Dated: 01/30/2026

Alexandra Rose
Attorneys for Plaintiff Jasmine Holman

APPROVED AS TO FORM ONLY:

CDF LABOR LAW LLP

Dated: ____________________

Amy S. Williams
Attorneys for Defendant PetSmart LLC

IT IS SO AGREED.

PLAINTIFF JASMINE HOLMAN

Dated: ____________________

____
Plaintiff Jasmine Holman

DEFENDANT PETSMART LLC

Dated: 1-22-26

____
Lacy J. Bundy
EVP, Chief Legal Officer & Corporate Secretary
On behalf of Defendant PetSmart LLC

APPROVED AS TO FORM AND AGREED AS TO PARAGRAPH 58:

BLACKSTONE LAW, APC

Dated: ____________________

____
Alexandra Rose
Attorneys for Plaintiff Jasmine Holman

APPROVED AS TO FORM ONLY:

CDF LABOR LAW LLP

Dated: February 4, 2026

____
Amy S. Williams
Attorneys for Defendant PetSmart LLC

EXHIBIT A

Alexandra Rose, Esq.
arose@blackstonepc.com

January 20, 2026

<u>PAGA Claim Notice Via Online Electronic Submission</u>
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

RE: *Jasmine Holman v. PetSmart LLC*

Dear Representative:

On September 1, 2023, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"), our office provided notice to the California Labor and Workforce Development Agency ("LWDA") on behalf of Jasmine Holman ("Claimant") that Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under PAGA with respect to her claims under the California Labor Code against PetSmart LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employers").

We write to inform you of this amended notice, which relates back to the notice dated September 1, 2023. This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately May 2019 to July 2023 as a non-exempt, hourly-paid employee. During her employment with Employers, Claimant was employed as a Salon Manager and Pet Stylist at its location at 10363 Fairway Drive, Roseville, CA 95678.

Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several California Labor Code sections during Claimant's employment, including but not limited to 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 ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AND AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked, and all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees for all time worked. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

California Labor Code section 221 provides that it is unlawful for any employer to collect or receive from an employee any part of wages previously paid to the employee. By engaging in the unlawful conduct alleged herein, including but not limited to failing to pay all wages earned for hours worked, failing to pay wages at the correct rate, and implementing policies and practices that effectively resulted in the deduction, withholding, or recoupment of earned wages, the Employers unlawfully collected, received, or retained wages that had been earned and/or paid to Aggrieved Employees, in violation of California Labor Code section 221.

California Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to pay wages no less than the applicable legal minimum, overtime wages, meal and rest break premiums, and lawful sick pay at the employees' regular rate of pay as established by California Labor Code sections 226.7, 246, 510, 1194, and 1197, and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by California Labor Code section 1198, the Employers secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of California Labor Code section 223.

California Labor Code section 224 permits only those wage deductions that are expressly authorized by law or by a valid written authorization from the employee. To the extent Employers made deductions, withholdings, or reductions from wages that were not authorized by statute or by a clear, voluntary, and knowing written agreement executed by the Claimant or Aggrieved Employees, such deductions were unlawful and constitute violations of section 224.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to provide services to Employers, such as opening up the store, booting up the computers, turning on the lights, checking in dog parents, answering customer questions before clocking in, sending text and emails to employees after hours off their personal cell phone, handle issues when on meal and rest breaks, doing end of day tasks like throwing trash in the dumpster after clocking out, and walking close of day reports after their shift ended to the supervisor on shift. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. Employers also automatically deducted 30 minutes from Claimants' and other Aggrieved Employees' time for a meal period even though they were required to continue working. Employers also directed Claimant and other Aggrieved Employees to log a 30-minute break before the fifth hour worked even though Claimant and other Aggrieved Employees were required to continue working. Yet Employers neither compensated them for such work nor counted the time spent working off the clock for purposes of calculating overtime.

In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages, including minimum wages, straight time wages, overtime wages, meal period and rest break premiums and paid sick leave to Claimant and Aggrieved Employees.

Additionally, Employers regularly altered time and pay records to reduce or eliminate time worked, including overtime, meal periods and rest breaks, and penalties for missed or non-compliant meal periods and rest periods. As a result, Employers failed to pay Claimant and other Aggrieved Employees for all hours worked.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Furthermore, Employers assigned more work than could reasonably be completed in a workday or workweek to Claimant and Aggrieved Employees, but refused to authorize the overtime necessary for them to complete the assigned work

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including, for example, non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

Employer also failed to pay reporting time pay as required by IWC Wage Order section 5 when it required Claimant and Aggrieved Employees to report to work but were not put to work or were furnished less than required number of hours of work.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned and at the correct rates of pay. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 221, 223, 224, 510, 1194, 1197, 1197.1, 1198, 1199, and 1199.5.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California Labor Code sections 226.7 and 512(a) require employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day, and second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. When an employer fails to provide a meal period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Additionally, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short. Further, the Claimant and Aggrieved Employees' meal breaks were regularly short because they would often be requested to help with animals or perform other work while on break. Lastly, Employers directed Claimant and Aggrieved Employees to log a 30-minute break before the fifth hour worked even though Claimant and Aggrieved Employees were required to continue working, including in order to service customers.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7)

Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California Labor Code section 226.7 requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked, and take recovery periods to prevent heat illness. When an employer fails to authorize and permit a rest period or recovery period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods or afford recovery periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in a day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest and recovery periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods; (8) due to the press of business and/or lack of staffing, Claimant and other Aggrieved Employees routinely performed four consecutive hours of work without receiving a ten-minute rest period, or had their rest period delayed or interrupted; and (9) Claimant and other Aggrieved Employees' rest breaks were regularly interrupted because they were constantly called back to work.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest and recovery periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7 and 1198.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, travel time, holiday and vacation pay, paid sick leave, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

California Labor Code section 206 further requires employers to pay all undisputed wages immediately when a wage claim is made, even if a portion of the wages is disputed. Employers violated section 206 by failing to timely pay undisputed wages owed to Claimant and other Aggrieved Employees, despite having no good-faith basis to dispute those portions of the wages.

Employers also violated California Labor Code section 208, which requires that wages be paid at the place of employment unless otherwise agreed. To the extent Employers required Claimant and other Aggrieved Employees to obtain their wages at locations or through methods not authorized by agreement or not reasonably accessible, such conduct constitutes a violation of Labor Code section 208.

Employers further violated California Labor Code sections 212 and 213, which regulate permissible methods of wage payment. Section 212 requires that wages paid by check or draft be negotiable and payable in cash on demand without discount, and section 213 authorizes direct deposit only with an employee's voluntary authorization and limits the use of certain alternative payment methods. To the extent Employers paid wages through methods that were not immediately negotiable, required employees to incur delays or burdens in accessing earned wages, or required employees to accept particular payment methods without proper authorization, such conduct constitutes additional violations of sections 212 and 213.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) provides that an employer, semimonthly or at the time of each payment of wages, shall furnish to their employee an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees violated section 226(a)(1), (2), (4), (5), (6), (7) and (9). They failed to include the actual and total hours worked (including time spent working off-the-clock), the actual gross wages and net wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees, all deductions, the inclusive dates of the pay period, and appropriate identifying employee information.

California Labor Code section 226(b) also provides that the employer shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, and (c) an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. Employers failed to comply with these requirements.

6. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Claimant and other Aggrieved

Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and other Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and other Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and other Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Additionally, Employers violated California Labor Code section 206.5, which prohibits employers from requiring employees to execute a release of wage claims as a condition of receiving wages due upon termination.

California Labor Code section 227.3 requires employers to pay all vested and accrued vacation wages at the time of separation. During the relevant time period, Employers failed to pay Claimant and other Aggrieved Employees all vested and accrued vacation wages at the time of separation, in violation of California Labor Code section 227.3.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the purchase and maintenance of grooming and other tools, clothing for job position, uniforms, mileage for travel, including but not limited to taking customers' pets to vet appointments when injured, and the usage of personal cell phones and related expenses for work-related purposes. Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802.

8. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

California Labor Code section 1198.5 also provides for the proper maintenance and production of an employee's personnel records. Employers failed to comply with these requirements by failing to maintain the required records and/or failing to permit inspection or produce the records in the time required by the statute.

California Labor Code section 2810.5 requires that, at the time of hiring, employers provide employees with a written notice setting forth specific employment-related information, including the rate or rates of pay and the basis thereof, regular payday, employer name and contact information, and other required details. Section 2810.5 also requires that employers notify employees of any changes to the information set forth in the notice within seven calendar days, unless such changes are reflected on a timely wage statement or other writing required by law. During the relevant time period, Employers failed to provide the notice with all required information at the time of hire and/or failed to provide timely written updates when terms of employment changed.

Employers also violated California Labor Code section 2751, which requires employers to provide employees who are compensated in whole or in part by commissions or incentive-based compensation with a written contract setting forth the method by which commissions are computed and paid, and give a signed copy of the contract to every employee who is a party thereto and obtain a signed receipt for the contract. To the extent Employers failed to provide such written commission contracts to employees whose compensation included service-based incentives or percentage-of-service commissions, or failed to obtain signed receipts, such conduct constitutes a violation of section 2751.

9. FAILURE TO PROVIDE SUITABLE SEATING

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order.

IWC Wage Order, including 7-2001 section 14(A) and California Code of Regulations, Title 8, section 11070(14)(A) provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." Employers violated these regulations because Claimant and other Aggrieved Employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. Further, Employers designed the work spaces to require standing but could have designed the work spaces in a manner that would allow Claimant and other Aggrieved Employees to perform their duties while seated. Additionally, Employers failed to expressly advise Claimant and other Aggrieved Employees that they could utilize seats while performing their duties.

IWC Wage Order 7-2001 section 14(B) and California Code of Regulations, Title 8, section 11070(14)(B) provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties." Employers did not place an adequate number of suitable seats within reasonable proximity to the work areas of Claimant and other Aggrieved Employees who perform duties whose nature require standing and therefore did not permit Claimant and other Aggrieved Employees to use those seats when not actively engaged in performing their standing duties (i.e., during "lulls in operation"), even though sitting would not interfere with the performance of their job duties.

Employers' failure to provide suitable seating to Claimant and other Aggrieved Employees within reasonable proximity of their work areas and failure to permit them to use those seats when not actively engaged in their standing duties violates these regulations.

10. FAILURE TO AUTHORIZE AND PERMIT ALL LEGALLY REQUIRED AND LEGALLY COMPLIANT LACTATION ACCOMMODATION BREAKS AND/OR FAILURE TO PAY LACTATION ACCOMODATION PREMIUMS

California Labor Code sections 226.7, 1030, 1031, 1033, California Code of Regulations and applicable IWC Wage Orders, require every employer to provide a reasonable amount of break time to accommodate an employee's desire to express breast milk for the employee's infant child each time the employee needs to express milk, and requires that an employer provide an employee with a room or location for the employee to express milk in private, which shall:

(a) not be a bathroom, shall be in close proximity to the employee's work area, shielded from view and free from intrusion while the employee is expressing milk;
(b) shall be safe, clean, and free of hazardous materials as defined in California Labor Code section 6382;
(c) shall contain a surface to place a breast pump and personal items;
(d) shall contain a place to sit; and
(e) shall have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

California law also requires the employer to provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace or other suitable colling device if a refrigerator cannot be provided. If an employer fails to provide reasonable break time or adequate space to express milk, the employer must pay the employee an additional hour of pay at the employee's regular rate for each workday the adequate space or reasonable time is not provided. Cal. Lab. Code §§ 1033, subd. (a), 226.7, subd. (c).

Employers employed policies, practices, and/or procedures or lack of such policies, practices, and/or procedures which resulted in their failure to provide reasonable break time for lactation or a room which complied with the requirements of California law, including but not limited to, the room not being private and shielded from view or free from intrusion while the employee is expressing milk. For example, the room where employees were permitted to express milk (a) had no blinds or other forms of shielding view of the inside of the room; (b) had no locking mechanism on the door(s); and (c) which other employees were permitted to enter the room while employees were expressing milk. Additionally, the room, was not safe, clean, and free of hazardous materials as defined in California Labor Code section 6382; did not contain a surface to place a breast pump and personal items; did not contain a place to sit; and did not have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Additionally, Employers failed to pay an additional hour of pay at their regular rate of compensation for each workday the employees did not receive all legally required and compliant lactation periods, i.e., legally compliant time or space. Employers employed policies and procedures which ensured that employees did not receive any lactation period premium wages to compensate them for workdays in which they did not receive all legally required and compliant lactation periods.

The aforementioned policies, practices, and/or procedures of Employers resulted in the failure to provide all legally required and compliant lactation periods and/or not receiving premium wages to compensate them for such instances, all in violation of California law.

11. HEALTH AND SAFETY RELATED VIOLATIONS

California Labor Code section 6401.7 requires every employer to establish, implement, and maintain an effective injury prevention program. California Labor Code section 6401.9 requires California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate workplace violence hazards.

Claimant alleges that Employers did not comply with Employers' responsibilities and duties under California Labor Code sections 6401.7 and 6401.9. Employers (1) failed to establish, implement, and maintain an effective injury prevention program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train Claimant and other aggrieved California-based hourly non-exempt employees in workplace violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant periodic inspections. Claimant believes these failures were willful and intentional. Claimant also believes these failures were malicious, fraudulent, or oppressive.

California Code of Regulations, title 8, section 3396 requires employers operating indoor places of employment to establish, implement, and maintain an effective Indoor Heat Illness Prevention Plan ("HIPP"). This includes evaluating indoor temperature and heat index levels; providing access to cool-down areas; supplying adequate drinking water; allowing preventative cool-down rest breaks; implementing appropriate emergency response procedures; and providing effective training to employees regarding heat-illness prevention and response. During the relevant time period, Employers failed to implement and maintain a compliant Indoor Heat Illness Prevention Plan, failed to monitor indoor temperature or heat index levels, failed to provide required cool-down areas, water, and training, and otherwise failed to comply with section 3396.

California Labor Code section 6400 requires employers to furnish employment and places of employment that are safe and healthful for employees. Section 6401 requires employers to provide and use safety devices, safeguards, practices, and methods reasonably adequate to render employment safe. Section 6402 prohibits employees from interfering with safety devices, and section 6403 makes it unlawful for an employer to violate any occupational safety standard or fail to perform any duty required by law related to workplace safety. Employers violated these provisions by failing to provide and maintain safe work conditions, safety devices, and safeguards, and by permitting unsafe working conditions and practices in violation of required safety standards.

California Labor Code section 6399.7 requires employers to post, provide, and communicate safety information required by Cal/OSHA regulations. Employers failed to post or otherwise provide the required safety information and notifications concerning indoor heat hazards, heat-illness prevention, and related workplace-safety obligations.

12. FAILURE TO PROVIDE AND PAY PAID SICK LEAVE

California Labor Code section 246 requires employers to provide eligible employees with paid sick leave, to accrue such leave at the statutory rate, to make accrued sick leave available for use, to compensate employees for sick leave at the correct rate of pay, and to provide notice of available sick leave balances either on itemized wage statements or through a separate written document issued on payday.

California Labor Code section 246.5 sets forth the permissible uses of paid sick leave, limits on use, and prohibits retaliation or adverse action against employees for using or attempting to use paid sick leave. California Labor Code sections 247 and 247.5 further require employers to (1) conspicuously post notices advising employees of paid sick leave rights, and (2) provide employees with written notice of available sick leave balances on their wage statements or a separate document provided on each payday. California Labor Code section 248.5 establishes civil penalties and enforcement procedures for violations of the paid sick leave law.

Claimant alleges that Employers failed to comply with these requirements under Labor Code sections 246, 246.5, 247, 247.5, and 248.5. Specifically, Employers failed to provide accurate notice of available sick leave balances; failed to post or distribute required sick-leave notices; failed to protect employees from retaliation; and failed to pay sick leave at the proper statutory rate, including the regular rate of pay or the 90-day look-back average rate required by section 246(l).

The aforementioned policies, practices, and/or procedures resulted in Claimant and other Aggrieved Employees not being provided with all legally required and compliant paid sick leave benefits, not receiving sick leave wages at the correct rate or within the required time, and being subjected to unlawful discipline or retaliation for using paid sick leave, all in violation of the above-referenced provisions.

13. FAILURE TO PROVIDE KIN CARE AND UNLAWFUL ATTENDANCE POLICIES

California Labor Code section 233 (“Kin Care”) requires employers to permit employees to use at least one-half of their accrued sick leave to care for covered family members. California Labor Code section 234 prohibits the use of attendance or point-based disciplinary policies that discipline or otherwise retaliate against employees for lawful use of sick leave protected under section 233.

California Labor Code section 234 prohibits employers from enforcing attendance or point-based disciplinary policies that count protected sick leave taken under section 233 as an absence that may lead to discipline, discharge, or other adverse action.

Defendants violated Labor Code sections 233 and 234 by maintaining and enforcing attendance and/or disciplinary policies that penalized Claimant and other Aggrieved Employees for using statutorily protected paid sick leave and/or kin-care leave, and by failing to allow employees to use accrued sick leave to care for covered family members.

As a result of these policies and practices, Claimant and other Aggrieved Employees were discouraged from using protected sick or kin-care leave, were subjected to disciplinary consequences for lawful leave use, and were denied the full protections and benefits mandated under Labor Code sections 233 and 234.

14. FAILURE TO PROVIDE A DAY OF REST

California Labor Code section 551 guarantees employees “one day’s rest in seven,” and section 552 prohibits employers from requiring, causing, or permitting employees to work more than six days in seven.

Claimant alleges that during the relevant PAGA period, Employers failed to comply with these requirements by routinely scheduling Claimant and other Aggrieved Employees without providing the mandated day of rest, and by suffering or permitting them to work more than six consecutive days in a workweek. Employers also failed to adequately inform Claimant and other Aggrieved Employees of their statutory right to a weekly day of rest.

As a result of these policies and practices, Employers failed to ensure that Claimant and other Aggrieved Employees received the weekly day of rest to which they were entitled, in violation of Labor Code sections 551 and 552.2.

15. RETALIATION

California Labor Code section 98.6 prohibits employers from discharging, disciplining, retaliating, discriminating, or taking any adverse action against an employee for exercising rights under the Labor Code, including complaining about wages, hours, or other working conditions. To the extent Employers delayed or withheld final wages in response to Claimant or other Aggrieved Employees' inquiries or assertions of their rights under the Labor Code, such conduct further violated Labor Code section 98.6.

California Labor Code section 1102.5 prohibits employers from retaliating against an employee for disclosing information the employee reasonably believes evidences a violation of state or federal law, for refusing to participate in conduct the employee reasonably believes to be unlawful, or for making internal or external complaints regarding potentially unlawful practices. To the extent Employers discouraged, penalized, or took adverse action against Claimant or other Aggrieved Employees for raising concerns regarding wage practices, reporting suspected Labor Code violations, or asserting their statutory rights, such conduct constitutes a violation of section 1102.5

California Labor Code section 232 prohibits employers from disciplining, discharging, or otherwise retaliating against employees for disclosing or discussing their wages and prohibits employers from requiring employees to refrain from discussing wages or from signing agreements that waive this right. To the extent Employers maintained policies and practices that prohibited or discouraged Claimant or other Aggrieved Employees from discussing their wages or required nondisclosure of wage information, such conduct constitutes an additional violation of section 232.

California Labor Code section 6310 prohibits retaliation against employees who complain about workplace-safety hazards, participate in Cal/OSHA investigations, or engage in other protected safety-related activities. Section 6311 prohibits retaliation against employees who refuse to perform work in violation of safety standards or that would create a substantial danger to themselves or others. Employers violated sections 6310 and 6311 by maintaining policies and practices that discouraged or penalized employees for raising safety concerns, reporting hazardous conditions, or refusing dangerous work.

As a result of the foregoing practices, Employers violated Labor Code sections 98.6, 1102.5, 232, 6310, and 6311.

16. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc*. (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employers for any and all other California Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the California Labor Code under PAGA may also bring PAGA claims against Employers for all other alleged California Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one California Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated California Labor Code violations by Employers.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Alexandra Rose, Esq.

cc: By E-Mail and U.S. Certified Mail, Return Receipt Requested

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

JASMINE HOLMAN, individually, and on behalf of all similarly aggrieved employees and the putative class, Plaintiff, vs. PETSMART LLC, a Delaware Limited Liability Company; and DOES 1 through 25, inclusive, Defendants.	Case No.: S-CV-0051680 **FIRST AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT:** **(1) Violation of Cal. Labor Code §§ 1194, 1197, 1197.1, 206, 206.5, 221, 223, 224, 1199, 1199.5 (Unpaid Wages)** **(2) Violation of Cal. Labor Code §§ 510 223, 246, 1194 and 1198 (Unpaid Overtime and Secret Payment of Lower Wages than Designated by Statute)** **(3) Violation of Cal. Labor Code §§ 226.7 and 512 (Failure to Provide Compliant Meal Periods and Unpaid Meal Period Premiums)** **(4) Violation of Cal. Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and Unpaid Rest Period Premiums)** **(5) Violation of Cal. Labor Code §§ 204, 208, 210, 212 and 213 (Wages Not Timely Paid During Employment)** **(6) Violation of Cal. Labor Code § 226 (Failure to Provide Accurate Wage Statements)**

(7) Violation of Cal. Labor Code §§ 201, 202, 203, and 227.3 (Untimely Final Wages and Failure to Pay Accrued Vacation)

(8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)

(9) Violation of Cal. Labor Code §§ 1030, 1031, and 1033 (Failure to Provide Lactation Breaks)

(10) Violation of Cal. Labor Code §§ 6401.7 and 6401.9 (Failure to Comply with a Workplace Violence Prevention Plan)

(11) Violation of Cal. Labor Code §§ 246, 246.5, 247, 247.5, and 248.5 (Failure to Provide and Pay Paid Sick Leave)

(12) Violation of Cal. Labor Code §§ 233 and 234 (Failure to Provide Kin Care; Unlawful Attendance Policies)

(13) Violation of Cal. Labor Code §§ 551 and 552 (Failure to Provide a Day of Rest)

(14) Violation of Cal. Labor Code §§ 98.6, 1102.5, 232, 6310, and 6311 (Retaliation)

(15) Violation of Labor Code § 1198 (Failure to Provide Suitable Seating)

(16) Violation of Cal. Business & Professions Code §§ 17200, *et seq*. (Unfair and Unlawful Business Practices)

(17) Violation of Cal. Labor Code §§ 2698, *et seq*. (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JASMINE HOLMAN ("Plaintiff"), individually and on behalf of all members of the general public similarly situated and aggrieved employees pursuant to the California Private Attorneys General Act ("PAGA"), and alleges as follows against Defendants PETSMART LLC, and DOES 1 through 25, inclusive (collectively, "Defendants"):

INTRODUCTION

1. This action seeks relief against Defendants for their knowingly wrongful conduct with respect to current and former employees. Plaintiff alleges causes of action against Defendants for: (1) failure to pay wages at the statutorily required rate(s), including but not limited to overtime wages, minimum wages, meal break premium wages, and rest break period premium wages; (2) failing to pay overtime compensation and secretly paying wages below the statutorily designated rate; (3) failing to provide compliant meal periods and failing to pay all meal-period premiums due; (4) failing to authorize and permit compliant rest periods and failing to pay rest-period premiums; (5) failing to timely pay wages during employment using lawful payment methods; (6) failing to provide complete and accurate wage statements; (7) failing to timely pay all final wages upon separation of employment and failing to pay accrued vacation; (8) failing to reimburse employees for necessary business-related expenses; (9) failing to provide required lactation accommodations and breaks; (10) failing to establish, implement, and maintain an Injury and Illness Prevention Plan and Workplace Violence Prevention Plan; (11) failing to authorize, permit use of, or properly pay paid sick leave; (12) maintaining unlawful attendance and disciplinary policies and failing to permit kin-care leave; (13) failing to provide a weekly day of rest; (14) retaliating against employees for engaging in protected conduct; (15) failure to provide suitable seating; (16) unfair business practices based on the foregoing; (17) civil penalties under the California Private Attorneys General Act ("PAGA") and claims for violations of the California Code of Regulations and the Industrial Welfare Commission ("IWC") Wage Orders.

2. Additionally, this is an enforcement action under PAGA to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from September 1, 2022 to final judgment ("Aggrieved Employees"). As a result, Defendants violated

among other things, California Labor Code sections 98.6, 201, 202, 203, 204, 206, 206.5, 2.8, 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, 1033, 1102.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 1199.5, 2698 *et seq*., 2751, 2800, 2802, 2810.5, 3396, 6310, 6311, 6399.7, 6400, 6401, 6401.7, 6401.9, 6402, and 6403, California Code of Regulations and the applicable IWC Wage Orders. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including, but not limited to, civil penalties and attorney's fees and costs.

3. The systematic policies, practices, and customs of Defendants violated and continue to violate California law, and have injured Plaintiff and other similarly aggrieved employees and putative class members.

JURISDICTION AND VENUE

4. This action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code sections 2698*, et seq*.

5. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

6. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

7. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

8. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California,

County of Placer. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred throughout the state of California, including in the County of Placer.

THE PARTIES

9. At all times herein mentioned, Plaintiff JASMINE HOLMAN is and was an individual residing in Yuba County in the State of California.

10. At all times herein mentioned, Defendant PETSMART LLC is and was, an employer who does business in California, with locations throughout the State of California, and whose employees are engaged throughout Placer County and the State of California, including at 5450 Crossings Drive, Rocklin, CA 95677, 865 Colusa Ave., Yuba City, CA, and 10363 Fairway Dr., Roseville, CA 95678.

11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

12. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to PETSMART LLC and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official policies.

13. At all relevant times, Defendants were the employers of Plaintiff within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

14. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff and the other class members' employment, and to supervise their daily employment activities.

15. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members' employment for them to be joint employers of Plaintiff and the other

class members.

16. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

17. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

18. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

19. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

20. Plaintiff worked for Defendants from approximately May 2019 through approximately July 2023 as a pet stylist, pet groomer, salon leader, and later as a salon manager. Defendants jointly and severally employed Plaintiff at their location in Rocklin, California, Yuba City, California, and Roseville, California. Plaintiff performed various duties for Defendants including, among other things, grooming cats and dogs, checking in clients, and answering phone calls in the salon area.

21. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiff and the class members to work off-the-clock without compensation, failing to properly pay overtime wages and minimum wages for all hours worked, failing to comply with California paid sick leave, failing to provide all meal and rest breaks to which they were entitled and failing to properly pay meal and rest break premiums when due, failing to timely pay wages during employment and upon termination of employment, failing to provide accurate wage statements, failing to reimburse necessary business-related expenses, failing to comply with kin care and related attendance protections, making unlawful deductions from wages, failing to provide required commission or

incentive compensation agreements, failing to provide suitable seating, failing to provide required lactation accommodations, failing to provide required personnel records and written notices at hire, failing to comply with day-of-rest requirements, failing to provide a safe and healthful workplace including compliance with workplace-violence and indoor heat-illness prevention requirements, failing to post or provide required Cal/OSHA safety information, and retaliating or taking adverse action against employees for exercising rights protected by the Labor Code, including rights relating to wages, workplace safety, protected disclosures, and refusal to perform unsafe work, and failing to adhere to other related protections afforded by the California Code of Regulations and the applicable Industrial Welfare Commission Wage Orders.

22. Defendants knew or should have known that they had a duty to compensate Plaintiff and the class pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

CLASS ACTION ALLEGATIONS

23. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements under California Code of Civil Procedure section 382.

24. The proposed "**Class**" or "**Class Members**" is defined as follows:

> **All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of the original Complaint until final judgment.**

25. The proposed "**Former Employee Sub-class**" is defined as follows:

> **All Class Members whose employment with Defendants ended at any point in time during the period from four years prior to the date of the filing of the original Complaint until final judgment.**

26. Plaintiff reserves the right to establish additional subclasses as appropriate.

27. There is a well-defined community of interest in the litigation and the Class is easily ascertainable.

28. The Class is so numerous that the individual joinder of all its members is impracticable. While the exact number and identities of class members are unknown to Plaintiff at this time, the exact numbers of class members and their identities can be ascertained through appropriate discovery from records maintained by Defendants and their agents.

29. Common questions of fact and law exist as to all class members, which predominate over any questions affecting only individual members of the Class. The common legal and factual questions which do not vary from class member to class member, and which may be determined without reference to the individual circumstances of any class member include, but are not limited to, the following:

i. Whether Defendants had a policy and practice of failing to pay minimum wages for all hours worked;

ii. Whether Defendants had a policy and practice of failing to pay overtime wages for all overtime hours worked;

iii. Whether Defendants had a policy and practice of failing to provide meal periods;

iv. Whether Defendants had a policy and practice of failing to provide rest and recovery periods;

v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in the State of California for all hours worked, and for all missed, short, late, and/or interrupted meal periods, rest breaks and recovery periods;

vi. Whether Defendants failed to timely pay all wages due during their employment;

vii. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;

viii. Whether Defendants failed to pay all wages due within the required time upon discharge or resignation;

ix. Whether Defendants failed to pay all vested and accrued vacation wages at the time of separation;

x. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

xi. Whether Defendants failed to reimburse for necessary business-related expenses and costs;

xii. Whether Defendants failed to provide lactation breaks;

xiii. Whether Defendants failed to establish, implement, and maintain a workplace violence and injury prevention program;

xiv. Whether Defendants failed to comply with California paid sick leave requirements, including accrual, use, posting, notice, and rate-of-pay obligations;

xv. Whether Defendants maintained or enforced unlawful attendance or kin-care policies;

xvi. Whether Defendants made unlawful deductions from wages or failed to comply with statutory requirements governing authorized deductions;

xvii. Whether Defendants failed to provide required commission compensation agreements;

xviii. Whether Defendants failed to provide personnel records or required written notices at hire;

xix. Whether Defendants failed to provide at least one day's rest in seven;

xx. Whether Defendants failed to provide a safe and healthful workplace, including failing to comply with Cal/OSHA standards, heat-illness prevention requirements, and required safety postings;

xxi. Whether Defendants retaliated or took adverse action for engaging in conduct protected by the Labor Code, including wage-related rights, wage-disclosure rights, workplace-safety complaints, protected disclosures, and refusal to perform unsafe work;

xxii. Whether Defendants failed to provide suitable seating;

xxiii. Whether Defendants' conduct was willful or reckless;

xxiv. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*.;

xxv. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

30. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

32. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

PAGA ALLEGATIONS

33. At all times set forth herein, PAGA applied to Plaintiff's employment by Defendants.

34. PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

35. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is any person employed by the alleged violator and against whom one or more of the alleged violations was committed.

36. Plaintiff and the other employees are "Aggrieved Employees" as defined by California Labor Code section 2699(c) because they are current or former employees of Defendants against whom one of more of the alleged violations were committed.

37. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The Aggrieved Employee shall give written notice by certified mail (hereinafter "Employee's Notice") to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter "LWDA Response") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

38. On September 1, 2023, Plaintiff provided notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to California Labor Code section 2699.3. A true and correct copy of the September 1, 2023 Employee's Notice is attached hereto as **Exhibit A**.

39. On ____________, 2026, Plaintiff provided an amended notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the

California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to California Labor Code section 2699.3. A true and correct copy of the ____________ amended Employee's Notice is attached hereto as **Exhibit B**.

40. The facts, theories and violations alleged in **Exhibits A and B** are expressly incorporated in this First Amended Complaint as if fully set forth herein.

41. Plaintiff did not receive an LWDA Response within sixty-five (65) calendar days of providing either of the Employee's Notices.

42. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations 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(a), 226.3, 226.7, 232, 233, 234, 246, 246.5, 247, 247.5, 248.5, 432.5, 510, 512(a), 551, 552, 558, 558.1, 1030, 1033, 1102.5, 1174(d), 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 1199.5, 2698 *et seq*., 2751, 2800, 2802, 2810.5, 6310, 6311, 6399.7, 6400, 6401, 6401.7, 6401.9, 6402, and 6403, California Code of Regulations and applicable IWC Wage Orders has been satisfied.

FIRST CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1, 206, 206.5, 221, 223, 224, 1199, 1199.5

Unpaid Wages

(Against All Defendants and DOES 1 – 25)

43. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

44. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the other class members were frequently suffered or permitted to work "off-the-clock", such that they were not paid minimum wage for all hours worked.

45. Such "off-the-clock" work that Plaintiff and class members were suffered and/or

permitted to work, and for which Plaintiff and class members did not receive minimum wage include *inter alia*:

a. suffering or permitting Plaintiff and class members to perform work for the benefit of Defendants prior to clocking-in for their shift(s) including *inter alia*: opening the store, booting up the computers, turning on the lights, answering phone calls, and checking-in early-arriving customers.

b. suffering or permitting Plaintiff and class members to perform work for the benefit of Defendants after clocking-out from their shift(s) including *inter alia*; walking close-of-day reports to the supervisor.

c. suffering or permitting Plaintiff and class members to perform work for the benefit of Defendants while “off-the-clock” during meal periods, including performing usual job duties of grooming cats and dogs, as well as answering phone calls.

d. deducting 30 minutes from Plaintiff and class members’ time for a meal period even though they were required to continue working, and directing Plaintiff and class members to log a 30-minute break before the fifth hour worked even though Claimant and other Aggrieved Employees were required to continue working.

e. contacting Plaintiff and class members via email, text and/or phone calls outside of work hours to discuss work matters.

46. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and the other class members for all hours they worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

47. Defendants knew or should have known that Plaintiff and class members were performing such work “off-the-clock” because, among other things, Defendants’ management witnessed, authorized, was made aware of, and/or required Plaintiff and class members to perform such work.

48. Defendants further utilized time rounding practices that resulted in the systematic underpayment of wages, including minimum wages, straight time wages, overtime wages, meal period and rest break premiums and paid sick leave to Plaintiff and class members.

49. Defendants also failed to accurately record the actual time worked by Plaintiff and class members and regularly altered time and pay records to reduce or eliminate time worked, including overtime, meal periods and rest breaks, and penalties for missed or non-compliant meal periods and rest periods. As a result, Defendants failed to pay Plaintiff and class members for all hours worked.

50. California Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract.

51. Defendants also failed to pay overtime to Plaintiff and class members for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including, for example, non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

52. Defendants also failed to pay reporting time pay as required by IWC Wage Order section 5.

53. California Labor Code section 221 provides that it is unlawful for any employer to collect or receive from an employee any part of wages previously paid to the employee.

54. California Labor Code section 224 permits only those wage deductions that are expressly authorized by law or by a valid written authorization from the employee.

55. California Labor Code section 206 requires employers to pay all undisputed wages promptly when due, even if part of a wage claim is disputed. Defendants violated section 206 by failing to pay Plaintiff and class members undisputed earned wages.

56. California Labor Code section 206.5 prohibits employers from requiring an employee to execute a release of wage claims as a condition of receiving wages due. To the extent Defendants conditioned payment of wages on any waiver or release, such conduct violated section 206.5.

57. Defendants' failure to pay Plaintiff and the other class members wages required violates California Labor Code sections 221, 223, 224, 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, and attorney's fees.

58. Defendants' failure to comply with minimum wage laws further constitutes violations

of California Labor Code sections 1199 and 1199.5, which establish penalties for noncompliance with minimum wage requirements.

59. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 510, 223, 246, 1194 AND 1198

Unpaid Overtime and Secret Payment of Lower Wages than Designated by Statute

(Against All Defendants and DOES 1 – 25)

60. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

61. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily and/or weekly basis.

62. Specifically, the applicable IWC Wage Order provides that Defendants were required to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek and/or the first eight (8) hours worked on the seventh consecutive day in a workweek.

63. The applicable IWC Wage Order further provides that Defendants were required to pay Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in excess of eight (8) hours on the seventh consecutive day in a workweek.

64. California Labor Code section 510 codifies the right to overtime compensation at one-and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, forty (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

65. California Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code sections 1198, the Defendant secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

66. Plaintiff and the other class members regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week and/or seven (7) consecutive days in a workweek. However, Defendants did not record Plaintiff and the other class members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiff and the other class members. Defendants' failure to pay correct overtime wages included, *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock work exceed the number of hours that trigger the payment of overtime wages under California Labor Code sections 510 and 1198 and/or the applicable IWC Wage Order; (b) when Defendants intentionally, willfully, and/or negligently mischaracterized overtime as straight time; (c) when Defendants assigned more work than could reasonably be completed in a workday or workweek to Plaintiff and class members, but refused to authorize the overtime necessary for them to complete the assigned work; and (d) when Defendants failed to include all required wages and renumeration when calculating the overtime rate.

67. Defendants' failure to pay Plaintiff and the other class members as outlined above violates California Labor Code sections 223, 510, 246, 1194 and 1198 and the applicable IWC Wage Order and is therefore unlawful.

68. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512

Failure to Provide Compliant Meal Periods and Unpaid Meal Period Premiums

(Against All Defendants and DOES 1 – 25)

69. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

70. California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order govern Plaintiff and the other class members' employment by Defendants.

71. California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

72. The applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

73. The applicable IWC Wage Order and California Labor Code section 512(a) further provides that an employer may not require, cause, or permit an employee to work a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

74. California Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract.

75. Plaintiff and the other class members who were scheduled to work for shifts no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

76. Plaintiff and the other class members who were scheduled to work for shifts in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes.

77. Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members for work performed during meal periods. This includes, among other things, requiring Plaintiff and class members to work through their lunch breaks, permitting and/or requiring Plaintiff and class members to take late lunch breaks, permitting and/or requiring Plaintiff and class members to take short lunch breaks, interrupting and/or allowing others to interrupt Plaintiff and class members during their lunch breaks, failing to relieve Plaintiff and class members of all duties during their lunch breaks, and restricting Plaintiff and class members from leaving the premises during their lunch breaks.

78. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and the applicable IWC Wage Order.

79. Defendants' conduct therefore violates the applicable IWC Wage Order and California Labor Code sections 223, 226.7, and 512(a).

80. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday that a compliant meal period was not provided.

<u>FOURTH CAUSE OF ACTION</u>

VIOLATION OF CAL. LABOR CODE § 226.7

Failure to Provide Compliant Rest Periods and Unpaid Rest Period Premiums

(Against All Defendants and DOES 1 – 25)

81. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

82. California Labor Code section 226.7 and the applicable IWC Wage Order govern

Plaintiff and the other class members' employment by Defendants.

83. California Labor Code section 226.7 requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or a major fraction thereof, worked, and take recovery periods to prevent heat illness.

84. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours."

85. California Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract.

86. Defendants routinely required Plaintiff and the other class members to work three and one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked. Defendants further failed to afford Plaintiff and the other class members recovery periods.

87. Moreover, Defendants willfully required, suffered and permitted Plaintiff and the other class members to work during what should have been their rest periods. Defendants also failed to relieve Plaintiff and the other class members of all duties for ten (10) minutes as required for compliant rest breaks.

88. As a result, Plaintiff worked through rest and recovery periods, took late rest and recovery periods, took interrupted rest and recovery periods, and/or took short rest and recovery periods, if at all.

89. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were not provided.

90. Defendants had no policy and/or practice to pay a premium when rest periods were

missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiff and the other class members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Orders.

91. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday complaint rest period(s) and recovery periods were not provided.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 204, 208, 210, 212, AND 213

Wages Not Timely Paid During Employment

(Against All Defendants and DOES 1 – 25)

92. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

93. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

94. California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

95. California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

96. As a result of the violations set forth herein, Defendants intentionally and willfully failed to timely pay Plaintiff and other class members all wages due to them, within the period permissible under California Labor Code section 204.

97. California Labor Code section 208 requires that wages be paid at the place of employment unless otherwise agreed by the parties.

98. California Labor Code section 212 requires that wages paid by check or draft be negotiable and payable in cash on demand without discount, and California Labor Code section 213 authorizes direct deposit only with an employee's voluntary authorization and limits the use of certain alternative methods of wage payment.

99. Defendants regularly suffered or permitted employees to work off the clock without compensation, including: (a) directing employees to log a 30-minute meal period before the fifth hour of work even though they were required to continue working and serving customers; (b) requiring employees to answer customer questions before clocking in; (c) requiring end-of-day tasks such as throwing trash into the dumpster after clocking out; and (d) failing to provide the required one hour of premium pay for missed or non-compliant meal and rest breaks. Defendants also regularly altered or manipulated time records to reduce or eliminate overtime hours and applicable premiums. These practices resulted in employees not receiving wages at the place of employment as required by section 208, and not receiving wages through lawfully negotiable or properly authorized methods under sections 212 and 213.

100. Plaintiff and other class members are entitled to recover all available remedies for Defendants' violations of California Labor Code sections 204, 208, 212, and 213, including statutory penalties pursuant to California Labor Code section 210(b).

SIXTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 226

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

101. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

102. At all material times set forth herein, California Labor Code section 226(a) provides that an employer, semimonthly or at the time of each payment of wages, shall furnish to their employee an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of

the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

103. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all hours worked, the failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and the failure to include correct rates of pay. Additionally, the wage statements failed to reflect all compensable hours Claimants worked, including time lost due to the Employer's practice of falsifying time records to show compliant breaks despite directing employees to work through and delay such breaks. Employer similarly required Claimants to answer customer questions before clocking in and to do end of day tasks, like throwing trash into the dumpster after clocking out. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees, all deductions, the inclusive dates of the pay period appropriate identifying employee information. As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees violated section 226(a)(1), (2), (4), (5), (6), (7) and (9).

104. As a result of Defendants' violation of California Labor Code section 226, Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

105. Specifically, Plaintiff and the other class members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiff and the other class members have been

prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiff and the other class members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

106. California Labor Code section 226(b) also provides that the employer shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, and (c) an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. The Employer failed to comply with these requirements.

107. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000).

SEVENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 201, 202, 203, AND 227.3

Untimely Final Wages

(Against All Defendants and DOES 1 – 25)

108. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

109. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 mandates that if an employee quits, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of

his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

110. California Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.

111. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations, and rest break violations), at the time that Plaintiff and the other class members' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages, and all wages due to Plaintiff and class members as they became due, as required per California Labor Code section 204.

112. Defendants also failed to pay Plaintiff and the other class members all vested and accrued vacation wages at the time their employment with Defendants ended, in violation of California Labor Code section 227.3.

113. As a result, Plaintiff and the other class members are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code section 203, together with interest thereon, as well as other available remedies.

EIGHTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802

Failure to Reimburse Necessary Business Expenses

(Against All Defendants and DOES 1 – 25)

114. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

115. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employees for all necessary expenditures incurred by the employee in direct consequence

of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

116. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to the cost of grooming tools, clothing for the job, the usage of personal cell phones for work-related purposes, mileage for travel, including but not limited to taking customers' pets to vet appointments when injured. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of employment, plus interest accrued from the date on which Plaintiff and the other class members incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

<u>NINTH CAUSE OF ACTION</u>

VIOLATION OF CAL. LABOR CODE §§ 1030, 1031, AND 1033

Failure to Provide Lactation Breaks

117. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

118. California law requires every employer to provide a reasonable amount of break time to accommodate an employee's desire to express breast milk for the employee's infant child each time the employee needs to express milk. California law also requires that an employer provide an employee with a room or location for the employee to express milk in private, which shall:

(a) not be a bathroom, shall be in close proximity to the employee's work area, shielded from view and free from intrusion while the employee is expressing milk;

(b) shall be safe, clean, and free of hazardous materials as defined in California Labor Code section 6382;

(c) shall contain a surface to place a breast pump and personal items;

(d) shall contain a place to sit; and

(e) shall have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump

119. California law also requires the employer to provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace or other suitable colling device if a refrigerator cannot be provided. If an employer fails to provide reasonable break time or adequate space to express milk, the employer must pay the employee an additional hour of pay at the employee's regular rate for each workday the adequate space or reasonable time is not provided. Cal. Lab. Code §§ 1033, subd. (a), 226.7, subd. (c).

120. Defendants employed policies, practices, and/or procedures or lack of such policies, practices, and/or procedures which resulted in their failure to provide the class members with reasonable break time for lactation or a room which complied with the requirements of California law.

121. Additionally, Defendants failed to pay the class members an additional hour of pay at their regular rate of compensation for each workday the employees did not receive all legally required and compliant lactation periods, i.e., legally compliant time or space. Defendants employed policies and procedures which ensured that employees did not receive any lactation period premium wages to compensate them for workdays in which they did not receive all legally required and compliant lactation periods.

122. Plaintiff and other class members are entitled to recover all available remedies for Defendants' violations of California Labor Code sections 1030, 1031, and 1033.

<u>TENTH CAUSE OF ACTION</u>

VIOLATION OF CAL. LABOR CODE §§ 6401.7 AND 6401.9

Failure to Comply with a Workplace Violence Prevention Plan

123. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

124. California Labor Code section 6401.7 requires every employer to establish, implement, and maintain an effective injury prevention program. California Labor Code section 6401.9 requires California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate

workplace violence hazards.

125. Defendants did not comply with their responsibilities and duties under California Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges that Defendant (1) failed to establish, implement, and maintain and effective injury prevention program; (2) failed to adopt a complaint Workplace Violence Prevention Plan; (3) failed to train Plaintiff and other aggrieved California-based hourly non-exempt employees in workplace violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct complaint periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(iii).

126. Plaintiff and other class members are entitled to damages in an amount according to proof, as well as injunctive relief compelling Defendants to establish, implement, and maintain a lawful Workplace Prevention Plan (WVPP), and are further entitled to attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 246, 246.5, 247, 247.5, and 248.5

Failure to Provide and Pay Paid Sick Leave

(Against All Defendants and DOES 1-25)

127. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

128. California Labor Code section 246 requires employers to provide eligible employees with paid sick leave, to accrue such leave at the statutory rate, to make accrued sick leave available for use, and to compensate employees for sick leave at the correct statutory rate of pay, including the regular rate of pay or the 90-day look-back average.

129. California Labor Code section 246.5 sets forth the permissible uses of paid sick leave, limits on use, and prohibits employers from denying, interfering with, or retaliating against an employee for using or attempting to use paid sick leave.

130. California Labor Code sections 247 and 247.5 require employers to provide employees with (1) conspicuous posting of their paid sick leave rights, and (2) written notice of available paid

sick leave balances on each wage statement or through a separate document provided each payday.

131. California Labor Code section 248.5 establishes civil penalties, enforcement procedures, and additional remedies for violations of the Healthy Workplaces, Healthy Families Act.

132. During the relevant time period, Defendants failed to comply with these requirements by, including but not limited to: failing to provide accurate notice of available paid sick leave balances; failing to post or provide required paid sick leave notices; failing to make accrued paid sick leave available for use; unlawfully restricting or denying the use of paid sick leave; and failing to pay paid sick leave at the proper rate of pay.

133. Plaintiff and other class members are entitled to recover all available remedies for Defendants' violations of California Labor Code sections 246, 246.5, 247, 247.5, and 248.5, including statutory penalties and enforcement relief pursuant to Labor Code section 248.5.

TWELTH CAUSE OF ACTION

VIOLATION OF CAL LABOR CODE §§ 233 and 234

FAILURE TO PROVIDE KIN CARE; UNLAWFUL ATTENDANCE POLICIES

(Against All Defendants and DOES 1-25)

134. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

135. California Labor Code section 233 ("Kin Care") requires employers to permit employees to use at least one-half of their accrued sick leave to care for covered family members under the same terms and conditions that would apply to the employee's own illness.

136. California Labor Code section 234 prohibits employers from enforcing attendance or point-based disciplinary policies that count protected sick leave taken under section 233 as an absence that may lead to discipline, discharge, or other adverse action.

137. Defendants violated Labor Code sections 233 and 234 by maintaining and enforcing attendance and/or disciplinary policies that penalized employees for using statutorily protected paid sick leave and/or kin-care leave, and by failing to allow employees to use accrued sick leave to care for covered family members.

138. As a result, Plaintiff and other class members are entitled to recover all available

remedies for Defendants' violations of California Labor Code sections 233 and 234.

THIRTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 551 AND 552

FAILURE TO PROVIDE A DAY OF REST

(Against All Defendants and DOES 1-25)

139. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

140. California Labor Code section 551 guarantees employees "one day's rest in seven," and California Labor Code section 552 prohibits employers from "caus[ing] their employees to work more than six days in seven."

141. During the relevant time period, Defendants failed to provide Plaintiff and other class members with the required day of rest and suffered or permitted them to work more than six days in a workweek in violation of Labor Code sections 551 and 552.

142. As a result, Plaintiff and other class members are entitled to recover all available remedies for Defendants' violations of California Labor Code sections 551 and 552.

FOURTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 98.6, 1102.5, 232, 6310, AND 6311

RETALIATION

(Against All Defendants and DOES 1-25)

143. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

144. California Labor Code section 98.6 prohibits employers from discharging, threatening discharge, discriminating, retaliating, or taking any adverse action against an employee because the employee engaged in conduct protected by the Labor Code, including complaining about wages, hours, or other working conditions.

145. California Labor Code section 1102.5 prohibits employers from retaliating against an employee for disclosing information the employee reasonably believes evidences a violation of state or federal law, for refusing to participate in conduct the employee reasonably believes to be unlawful,

or for making internal or external complaints regarding unlawful practices.

146. California Labor Code section 232 prohibits employers from disciplining, discharging, or otherwise retaliating against employees for disclosing or discussing their wages, and prohibits employers from requiring employees to refrain from discussing wages or from signing agreements waiving that right.

147. California Labor Code section 6310 prohibits employers from retaliating against employees for making complaints about workplace safety, for participating in or initiating Cal/OSHA-related proceedings, or for otherwise exercising rights under the California Occupational Safety and Health Act.

148. California Labor Code section 6311 prohibits employers from discharging or discriminating against employees who refuse to perform work that would violate safety standards or that would pose an imminent and serious threat to their safety or health.

149. During the relevant time period, Plaintiff and other class members engaged in protected activity under one or more of the above statutes, and thereafter Defendants, by and through their managers, supervisors, and agents, took adverse employment actions against Plaintiff and other class members that materially affected the terms, conditions, or privileges of employment.

150. Defendants' adverse actions were motivated, at least in part, by Plaintiff's and other class members' protected activity in violation of Labor Code sections 98.6, 1102.5, 232, 6310, and 6311.

151. As a result, Plaintiff and other class members are entitled to all remedies provided under Labor Code sections 98.6, 1102.5, 232, 6310, and 6311.

FIFTEENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 1198

Failure to Provide Suitable Seating

152. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

153. California Labor section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order.

154. IWC Wage Order, including 7-2001 section 14(A) and California Code of Regulations, Title 8, section 11070(14)(A) provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats."

155. Defendants violated these regulations because Plaintiff and class members were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. Further, Defendants designed the work spaces to require standing but could have designed the work spaces in a manner that would allow Plaintiff and class members to perform their duties while seated. Additionally, Defendants failed to expressly advise Plaintiff and class members that they could utilize seats while performing their duties.

156. IWC Wage Order 7-2001 section 14(B) and California Code of Regulations, Title 8, section 11070(14)(B) provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

157. Defendants did not place an adequate number of suitable seats within reasonable proximity to the work areas of employees who perform duties whose nature require standing and therefore did not permit employees to use those seats when not actively engaged in performing their standing duties (i.e., during "lulls in operation"), even though sitting would not interfere with the performance of their job duties.

158. Plaintiff and other class members are entitled to recover all available remedies for Defendants' violations of California Labor Code section 1198.

<u>SIXTEENTH CAUSE OF ACTION</u>

VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE §§ 17200, *ET SEQ.*

Unfair and Unlawful Business Practices

(Against All Defendants and DOES 1 – 25)

159. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

160. Each and every one of Defendants' acts and omissions in violation of the California

Labor Code and/or the applicable IWC Wage Order as alleged herein constitutes an unfair and unlawful business practice under California Business and Professions Code §§ 17200, *et seq*.

161. Defendants' violations of California wage and hour laws constitute an unfair and unlawful business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and the other class members.

162. Defendants have avoided payment of overtime wages, minimum wages, meal period premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

163. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and the other class members.

164. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

<u>SEVENTEENTH CAUSE OF ACTION</u>

VIOLATION OF CAL. LABOR CODE §§ 2698, *ET SEQ.*

Private Attorney General Act

(Against All Defendants and DOES 1-25)

165. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations and applicable law in all preceding paragraphs.

166. Plaintiff brings this action on an individual basis and on a representative basis on behalf

of other Aggrieved Employees and the State of California, in Plaintiff's capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

167. PAGA expressly provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

168. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

169. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

a. Defendants' conduct, as alleged herein and in the Employee's Notices, Exhibits A and B, violates numerous sections of the California Labor Code, including, but not limited to, the following: 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 Title 8, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders") including sections 5, 11, 12 and 14(A) and (B).

170. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against

Defendants for violations of California Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 558.1, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, 1198.5, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

171. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

172. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code §§ 210, 218.5, and 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail ,and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 206, 206.5, 221, 223, 224, 1194, 1197, 1197.1, 1199, and 1199.5 by willfully failing to pay wages to Plaintiff and the other class members;
6. For general unpaid wages and such general and special damages as may be appropriate;
7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

8. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

10. For liquidated damages pursuant to California Labor Code section 1194.2; and

11. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

12. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 223, 246, 510, 1194, and 1198 and the applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members, and for secretly paying a lower wage than designated by statute while purporting to pay the wages designated by statute;

13. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

14. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and the applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

22. For reasonable attorneys' fees and costs of suit incurred herein; and

23. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

24. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and the applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

25. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

26. For all actual, consequential, and incidental losses and damages, according to proof;

27. For premium wages pursuant to California Labor Code section 226.7(c);

28. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section, 208, 212, and 213 by failing to pay wages at the place of employment as required by section 208, issuing non-negotiable or non-compliant wage instruments in violation of section 212, and utilizing wage-payment methods not authorized under section 213;

31. For statutory penalties pursuant to California Labor Code section 210; and

32. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

33. That the Court declare, adjudge, and decree that Defendants violated the provisions of California Labor Code section 226(a) and (b), and the applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

34. For actual, consequential, and incidental losses and damages, according to proof;

35. For statutory penalties pursuant to California Labor Code section 226(e);

36. For injunctive relief to ensure compliance with this section, pursuant to

California Labor Code section 226(g); and

37. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, 203, and 227.3 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

39. For all actual, consequential, and incidental losses and damages, according to proof;

40. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

41. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

42. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

43. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

44. For actual, consequential, and incidental losses and damages, according to proof;

45. For the imposition of civil penalties and/or statutory penalties;

46. For punitive damages and/or exemplary damages according to proof at trial;

47. For reasonable attorneys' fees and costs of suit incurred herein; and

48. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

49. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1030, 1031, and 1033 for failing to provide lactation breaks as required by California Labor Code sections 1030, 1031, and 1033;

50. For actual, consequential, and incidental losses and damages, according to proof;

51. For the imposition of civil penalties and/or statutory penalties;

52. For punitive damages and/or exemplary damages according to proof at trial;

53. For reasonable attorneys' fees and costs of suit incurred herein; and

54. For such other and further relief as the Court may deem just and proper

As to the Tenth Cause of Action

55. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 6401.7 and 6401.9;

56. For actual, consequential, and incidental losses and damages, according to proof;

57. For injunctive relief;

58. For reasonable attorneys' fees and costs of suit incurred herein; and

59. For such other and further relief as the Court may deem just and proper

As to the Eleventh Cause of Action

60. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 246, 246.5, 247, 247.5, and 248.5 by failing to provide, make available, or properly pay paid sick leave, and by failing to comply with posting and notice requirements;

61. For restitution of any sick leave wages or amounts unlawfully withheld, denied, or underpaid, in an amount according to proof;

62. For statutory penalties and enforcement relief to the extent authorized under California Labor Code section 248.5, including but not limited to administrative penalties, liquidated amounts, or equitable relief permitted by law;

63. For pre-judgment interest on all wages and monetary relief unlawfully withheld;

64. For reasonable attorneys' fees and costs to the extent permitted by law, including under California Labor Code sections 218.5, 218.6, or any other applicable statute;

65. For such other and further relief as the Court deems just and proper.

As to the Twelfth Cause of Action

66. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 233 and 234 by failing to permit the lawful use of kin-care leave and by enforcing attendance policies that penalized employees for protected sick-leave use;

67. For restitution and/or reimbursement of any wages, sick-leave benefits, or other compensation that were unlawfully withheld, denied, or lost as a result of Defendants' violations;

68. For injunctive and equitable relief as permitted by law, including requiring Defendants to cease enforcement of unlawful attendance policies and to comply with Labor Code sections 233 and 234;

69. For pre-judgment interest on all monetary relief awarded;

70. For reasonable attorneys' fees and costs to the extent permitted by law;

71. For such other and further relief as the Court may deem just and proper.

As to the Thirteenth Cause of Action

72. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 551 and 552 by failing to provide Plaintiff and the other class members with one day's rest in seven;

73. For restitution, reimbursement, or other monetary relief to the extent permitted by law for wages or benefits lost as a result of Defendants' violations;

74. For injunctive and equitable relief requiring Defendants to comply with California Labor Code sections 551 and 552;

75. For pre-judgment interest on all monetary relief awarded;

76. For reasonable attorneys' fees and costs to the extent permitted by law, including under California Labor Code section 218.5 or any other applicable statute;

77. For such other and further relief as the Court may deem just and proper.

As to the Fourteenth Cause of Action

78. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 98.6, 1102.5, 232, 6310, and 6311 by retaliating against Plaintiff and the other class members for engaging in protected activity;

79. For recovery of lost wages, lost employment benefits, and all other compensatory damages according to proof as permitted by Labor Code sections 98.6, 1102.5, 232, 6310, and 6311;

80. For reinstatement to prior positions or to comparable employment, to the extent permitted and applicable;

81. For recovery of civil penalties to the extent authorized by Labor Code sections 98.6, 1102.5, 232, 6310, and 6311;

82. For emotional distress damages, to the extent permitted by Labor Code section 1102.5(j) and other retaliation statutes providing compensatory remedies;

83. For interest on all amounts due from the date the losses were incurred;

84. For an award of reasonable attorneys' fees and costs, including under Labor Code sections 98.6(b)(4), 1102.5(j), and any other applicable authority;

85. For injunctive relief prohibiting Defendants from engaging in further retaliation or adverse actions against employees who engage in protected activity;

86. For such other and further relief as the Court may deem just and proper.

As to the Fifteenth Cause of Action

87. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 by failing to provide suitable seating to Plaintiff and the other class members as required by IWC Wage Order 7-2001, section 14(A) and (B) and California Labor Code section 1198.

88. For actual, consequential, and incidental losses and damages, according to proof;

89. For the imposition of civil penalties and/or statutory penalties;

90. For punitive damages and/or exemplary damages according to proof at trial;

91. For reasonable attorneys' fees and costs of suit incurred herein; and

92. For such other and further relief as the Court may deem just and proper.

As to the Sixteenth Cause of Action

93. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code, California Code of Regulations and IWC Wage Orders as described herein;

94. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

95. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq*.;

96. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California

Code of Civil Procedure section 1021.5; and

97. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq*.

As to the Seventeenth Cause of Action

98. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 558.1, 226, 226.3, 1174.5, 1197.1, 1198.5, and all other penalties allowed by the California Labor Code and/or other applicable statutes;

99. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1) of the California Labor Code; and

100. For such other and further relief as the Court may deem proper.

Dated: **BLACKSTONE LAW, APC**

By: ______________________________

Karen I. Gold, Esq.
Marissa A. Mayhood, Esq.
Alexandra Rose, Esq.
Jasmine Y. Kianfard, Esq.

Attorneys for Plaintiff JASMINE HOLMAN, individually, and on behalf of all similarly aggrieved employees and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated:

BLACKSTONE LAW, APC

By: ______________________________

Karen I. Gold, Esq.
Marissa A. Mayhood, Esq.
Alexandra Rose, Esq.
Jasmine Y. Kianfard, Esq.

Attorneys for Plaintiff JASMINE HOLMAN, individually, and on behalf of all similarly aggrieved employees and the putative class

EXHIBIT C

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 [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("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 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 _____________, 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 _______, 2026 notice are referred to as the "PAGA Letters". On _______, 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 [Date of Preliminary Approval], 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 is 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 had 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 subject to taxes or 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. Your Workweeks and Pay Periods Based on Defendant's Records

According to Defendant's records:

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

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

[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

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 [Response Deadline]**.

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 $____________. 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.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $____________ 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 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. <u>The Attorneys</u>

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IV. <u>WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?</u>

A. <u>Participate in the Settlement</u>

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 [Response Deadline]**.

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 [Response Deadline]**.

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 [**date**], at [**time**], 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 ____________ 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: [INSERT].