

**IN THE CIRCUIT COURT OF THE THIRTEENTH  
JUDICIAL CIRCUIT FOR  
HILLSBOROUGH COUNTY, FLORIDA**

**CHAD EMORY,**

**JUSTINE GLASSMOYER,**

and

**PETSMART, INC.,**

**Plaintiffs,**

v.

**JENNA JORDAN.**

**Defendant.**

**Case No.** \_\_\_\_\_

**Division**

**COMPLAINT**

**INTRODUCTION**

This case is brought by Plaintiffs Chad Emory, Justine Glassmoyer, and PetSmart, Inc. (“PetSmart”) against Jenna Jordan—a paid operative sponsored by People for the Ethical Treatment of Animals (“PETA”) who engaged in a years-long pattern of secretive, criminal conduct intended to damage PetSmart and its employees. Jordan’s criminal and tortious conduct has included animal neglect, fraud, theft of confidential information and trade secrets, unlawful surveillance and recording of private conversations, making false reports to law enforcement personnel, securing employment at multiple PetSmart locations under false pretenses, and gaining access to multiple PetSmart offices and store locations under false pretenses. This illegal scheme (which spanned at least three states) was conducted in furtherance of a campaign to smear PetSmart and its employees with false allegations of animal neglect and abuse. In keeping with PETA’s militant philosophy and tactics, Jordan’s primary purpose was to disrupt PetSmart’s ability to care for animals and interrupt the services PetSmart provides to its

customers.

Because Jordan's criminal scheme was clandestine by design, PetSmart has no way to ascertain the full scope of Jordan's unlawful and damaging activities. PetSmart has made appropriate referrals to state and federal law enforcement to ensure a full investigation of Jordan's criminal conduct. Plaintiffs bring this action to vindicate their rights under civil law, to recover compensatory and punitive damages for Jordan's criminal and tortious conduct, and to ensure Jordan ceases her unlawful conduct.

In support of its Complaint, PetSmart alleges the following:

### **PARTIES**

1. Plaintiff PetSmart, Inc. is a corporation incorporated under the laws of Delaware and with its principal place of business in Phoenix, Arizona. PetSmart was founded more than thirty years ago and is now the largest specialty pet retailer of services and solutions for the lifetime needs of pets. PetSmart has facilitated more than 8 million pet adoptions and provides pet care services, including training and pet grooming.

2. Plaintiff Chad Emory is a natural person who resides in Wesley Chapel, Florida. Mr. Emory is the general manager of the Brandon, Florida PetSmart location – one of the many PetSmart locations Jordan targeted for her criminal and tortious conduct.

3. Plaintiff Justine Glassmoyer is a natural person who resides in Brandon, Florida. Ms. Glassmoyer is the assistant manager of the Brandon, Florida PetSmart location – one of the many PetSmart locations Jordan targeted for her criminal and tortious conduct.

4. Defendant Jenna Jordan is a natural person and a resident of Hillsborough, Florida, and is a known PETA operative. In her capacity as a PETA operative, Jordan has

attempted to infiltrate several other organizations and, as a result, law enforcement officials have documented her unlawful tactics.

### **JURISDICTION & VENUE**

5. This court has jurisdiction and venue is proper because Defendant resides in Hillsborough County, Florida, and the amount in controversy exceeds \$15,000.00.

### **FACTUAL ALLEGATIONS**

#### ***PetSmart Is the Leading Pet Care Retailer in the United States***

6. Founded in 1986, PetSmart is the largest pet retailer in the country, providing employment to more than 53,000 individuals at more than 1,500 retail locations.

7. Within Florida alone, PetSmart employs 2,876 individuals at its 95 retail locations across the state.

8. Since its inception, PetSmart has been committed to one mission: serving pet owners and their pets with quality products, services, and solutions they need to live happier and healthier lives together.

9. PetSmart has developed the VET ASSURED Program which requires veterinary supervision of the care given to pets at its suppliers' breeding and distribution centers. This program provides for the pets' basic needs and all necessary vaccinations, parasite treatments, and other preventative medical care.

10. PetSmart's highly-trained and devoted associates are knowledgeable about the retail products sold within PetSmart's locations.

11. PetSmart has the highest grooming safety standards in the industry, and its stylists complete more than 800 hours of hands-on instruction and safety certification, working with at least 200 dogs of all breeds and sizes.

12. In 1994, PetSmart formed PetSmart Charities Inc., a nonprofit organization dedicated to ending euthanasia and finding homes for homeless pets.

13. For the past twenty-four years, PetSmart Charities Inc. has been a powerful force in the effort to reduce euthanasia of pets across the United States. Indeed, PetSmart Charities, Inc. has found new homes for more than 8 million pets through its work with animal welfare partners.

14. PetSmart's support of pet families and the work of its philanthropic group have angered PETA, which has a record of euthanizing animals in an effort to end pet ownership.

***PETA Has a Long History of Conducting Unlawful, Covert Operations and Infiltrations to Eradicate Pet Ownership***

15. PETA is a militant, activist organization headquartered in Norfolk, Virginia.

16. PETA has engaged in a pattern of unlawful and tortious conduct under the guise of "liberating animals."

17. Last year, PETA's revenue totaled approximately \$50,000,000.00.<sup>1</sup>

18. PETA uses its war chest to fund unlawful campaigns and vexatious litigation to further its two stated goals: (a) ending private ownership of animals and (b) extending full human rights to animals.

19. PETA is committed to ending pet ownership at any cost. PETA's leadership team has gone on the record a number of times defending the practice of euthanizing animals which could otherwise be adopted as pets to loving families. In 2011 alone, PETA euthanized approximately 94% of dogs it accepted in its Virginia shelter.

20. One noteworthy example of PETA's radical—and criminal—activism to eliminate pet ownership by any means necessary took place in 2014, when PETA operatives

---

<sup>1</sup> According to PETA's website, its revenue in 2017 totaled \$48,468,512.00.

traveled to Parskely, Virginia, and attempted to lure a dog named Maya off her family's porch using biscuits and other treats. When Maya remained on her family's land, PETA's operative trespassed onto the family's property and stole Maya from her family. Within hours, PETA administered a lethal dose of poison to Maya. Maya's family sued PETA, and PETA agreed to pay Maya's family \$49,000.00 for its deliberate murder of the family's puppy.

***Jordan Is a PETA Operative with a Long History of Infiltrating Companies to Generate False and Misleading Reports of Animal Abuse and Neglect***

21. Jordan successfully infiltrated another company in August of 2015.

22. A Florida zoo hired Jordan who was secretly working on behalf of PETA to photograph and videotape zoo facilities and animals in the zoo's care.

23. As a result of Jordan's subterfuge and unlawful conduct in connection with the Florida zoo, PETA launched a successful media campaign which has resulted in significant donations to the organization.

***Jordan Misrepresents and Omits Material Information on Her Employment Application in Order to Fraudulently Induce PetSmart to Hire Her***

24. Because PETA's primary goal is to eradicate pet ownership by any means necessary, it has dedicated significant money and resources to target and attack PetSmart, one of the nation's largest single source for pet adoptions.

25. As part of this campaign, PETA has enlisted its agents and operatives to seek employment with PetSmart under false pretenses in order to generate inaccurate and misleading reports and videos purporting to show animal abuse.

26. PETA uses these false and misleading reports and videos in support of its fundraising efforts to expand its war chest for additional criminal and tortious operations in support of its efforts to eliminate pet ownership.

27. At all times relevant to this Complaint, Jordan acted on behalf of PETA, as its operative and agent.

28. On information and belief, at all times relevant to this Complaint, PETA provided funding and logistical support to Jordan for her criminal and tortious conduct.

29. In order to protect itself against PETA's deceptive tactics—and also to protect its customers' confidential information and safeguard its own trade secrets and proprietary information—PetSmart requires prospective employees to disclose their current and previous employers and to confirm, in writing, that the application for employment is *bona fide* and submitted for no purpose other than obtaining employment at PetSmart.

30. As part of a coordinated scheme to defraud PetSmart, Jenna Jordan misrepresented material facts to obtain a job with PetSmart, so she could manufacture false claims against the company.

31. On March 29, 2017, Jordan submitted an application to become a Pet Care Associate at PetSmart's Lake Pleasant, Arizona location.

32. Although the employment application required Jordan to disclose her present and past employers, Jordan intentionally omitted her employment with PETA.

33. Jordan also intentionally omitted the fact that she had been terminated from employment at a Florida zoo in 2016, after the zoo discovered she unlawfully made audio and video recordings at the zoo and misused its confidential information.

34. In furtherance of her scheme, Jordan acknowledged the following when applying for her job at PetSmart:

I hereby certify and affirm that the information provided in connection with the application process is true, accurate and complete, and **that I have withheld nothing that would, if disclosed, affect this application unfavorably...** I understand that any offer of employment may be

rescinded or my employment terminated if I violate any of the provisions of this certification.

I understand that any omission, misrepresentation, or falsification in connection with this application process may be grounds for denial of employment or, if hired, immediate termination of employment. I further understand that if I am hired by PetSmart, I must abide by all the rules and policies of PetSmart which, other than the at-will employment policy, may be changed without notice at the direction of PetSmart.

35. A copy of Jordan's March 29, 2017 PetSmart Employment Application is incorporated by reference and attached to this Complaint as **Exhibit A**.

36. Based on these representations, PetSmart reasonably believed that Jordan was a *bona fide* job applicant who was unemployed and seeking employment as a Pet Care Associate.

37. Jordan knew or reasonably should have known that PetSmart would not have extended an offer of employment to her if she had not misrepresented the truth regarding her past employment and affiliation with PETA.

38. Jordan concealed these material facts to induce PetSmart into offering her a position with the company.

39. The misrepresentations and omissions in Jordan's employment application rendered the application false. In truth, Jordan was acting as a PETA operative whose loyalties were directed exclusively to PETA and who sought employment at PetSmart for the sole purpose of advancing PETA's agenda and to generate false and misleading videos for PETA purporting to show abuse and neglect at PetSmart facilities.

40. PetSmart reasonably relied on Jordan's misrepresentations. In reliance on Jordan's intentional misrepresentations, PetSmart hired Jordan, paid her compensation in excess of \$16,855.95, and allowed her to have unrestricted access to PetSmart's facilities and confidential and proprietary business information.

41. After fraudulently inducing PetSmart into offering her employment in Arizona, she also applied to work in PetSmart's locations in Brandon, Florida, and Bellevue, Tennessee, respectively.

***Jordan Agrees to Abide by PetSmart's Policies and Procedures***

42. PetSmart takes seriously its responsibility to care for the pets in its care. In furtherance of this important corporate objective, PetSmart requires all of its employees to acknowledge (and meet) its high standards for pet care – and expressly empowers its employees to obtain immediate care for any sick or injured animals.

43. Jordan acknowledged and agreed to abide by PetSmart's policies and procedures governing her employment, including the policies and procedures establishing Jordan's own personal responsibility to obtain immediate care for any sick or injured animal she observed at a PetSmart location.

44. On April 11, 2017, Jordan executed four contracts: (1) Pet Care Acknowledgment; (2) Training and Certification Process; (3) Non-Disclosure Agreement; and (4) Acknowledgment of Receipt of Associate Handbook. These contracts are incorporated by reference and attached to this Complaint, respectively, as **Exhibits B, C, D, and E**.

45. The Pet Care Acknowledgment Jordan signed (**Exhibit B**) states:

I understand that it is my personal responsibility to know how to care for pets in our stores and to make certain I'm providing the highest standards of care, every moment of every day.

Every sick or injured pet with an undiagnosed condition or who is not responding to treatment will be taken to our in-store veterinarian, Banfield Pet Hospital. If the store does not have a Banfield, any sick or injured pet will see a licensed veterinarian for diagnosis and treatment, regardless of cost. I will contact my manager on duty before taking the pet to the hospital.

I understand that cost is not a valid reason to avoid vet care or to use some other means of treatment or euthanasia.

Associates who witness anyone not following the letter and the spirit of the policy are encouraged to report the incident to any member of management or to the CareSmart (1-800-738-4693) without fear of retribution.

All incidents will be thoroughly and fairly investigated and resolved. Any associate not following the letter and spirit of PetSmart's pet care policies may be disciplined, up to and including termination.

I understand that if a pet dies, it should be accurately recorded and reported. All deceased pets will be taken to an appropriate location, as outlined in our policies and procedures, within 24 hours of the time of death.

46. Jordan also executed the "Training and Certification Process" (**Exhibit C**) agreement confirming that she is required to complete safety and certification training to ensure her compliance with company policies. Importantly, the policies and procedures Jordan agreed to follow contain the following requirement issued by PetSmart:

"ALL PETS THAT ARE INJURED OR BECOME ILL IN THE CARE OF PETSMART (INCLUDING ADOPTIONS, PET CARE, PETS HOTEL AND SALON) MUST BE TAKEN TO THE VETERINARIAN FOR DIAGNOSIS AND TREATMENT RECOMMENDATIONS."

47. The "Non-Disclosure Agreement" Jordan executed (**Exhibit D**) requires:

3.2. During Associate's employment with Company, Associate agrees not to become involved, directly or indirectly, in a situation that a reasonable person would recognize to be a conflict of interest with Company. If Associate discovers, or is informed by Company, that Associate has

become involved in a situation that is an actual or likely conflict of interest, Associate will take immediate action to eliminate the conflict. Company's determination as to whether or not a conflict of interest exists will be conclusive.

3.3. When Associate's employment with Company ends, or at the earlier request of Company, Associate agrees to immediately return to Company all Company property in Associate's possession, custody or control, including, but not limited to, anything containing Confidential Information, such as books, notes, plans, documents, records, drawings, specifications, blueprints, reports, studies, notebooks, computers, drives, files, discs, video, photographs, audio recordings, PDAs, tablets, Blackberry, iPhone and Android devices, mobile telephones or other devices used to store electronic data (including any and all copies) whether made by Associate or which came into Associate's possession concerning the business or affairs of Company.

3.4. During Associate's employment with Company and for five (5) years after Associate's employment ends, Associate will not disclose Confidential Information to any person or entity either inside or outside the Company...other than as necessary in carrying out Associate's duties and responsibilities for Company, nor will Associate use, copy or transfer Confidential Information other than as necessary in carrying out Associate's duties and responsibilities for Company, without first obtaining Company's prior written consent.

48. The Non-Disclosure Agreement contains a non-exhaustive list of documents and data that are classified as "Confidential Information":

- Confidential customer and prospective customer lists;
- Confidential vendor and prospective vendor lists;
- Confidential correspondence, notes, files, memoranda, notebooks, drawings, plans, programs, price lists, inventory control lists, videotapes;
- Confidential documents regarding the Company's operations, finances, methods, plans and results;
- Confidential arrangements with suppliers and distributors;

- Confidential plans and strategies for research, development, expansion, store design, staffing and management systems, new products, purchasing, budgets, priorities, marketing and sales;
- Confidential financial statements and data regarding sales, profits, productivity, purchasing arrangements, prices and costs;
- Confidential computer systems and programs;
- Third-party confidential information which the Company has a duty to maintain as confidential;
- Confidential personnel information such as the identities, capabilities, activities, compensation, performance, and ratings of employees;
- Confidential information regarding employee hiring, incentive, evaluation and discipline practices and programs;
- Confidential training programs, techniques, and materials;
- Confidential grooming methods and practices;
- Confidential marketing and promotional plans, methods, budgets and targets; and
- Confidential cost-control methods and practices.

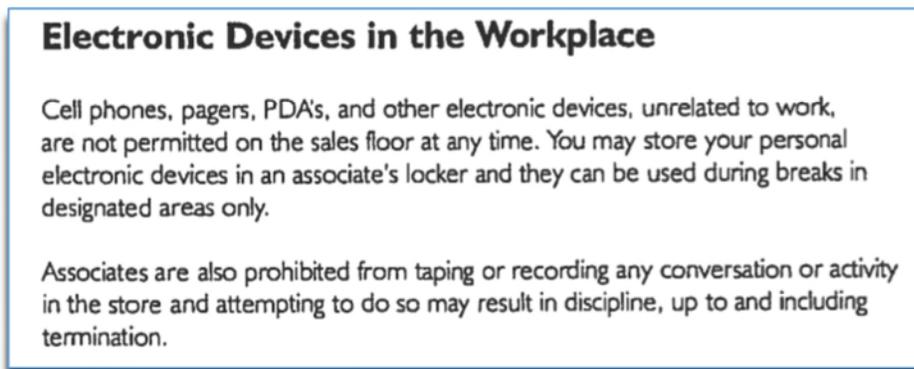
49. PetSmart provided to Jordan a copy of PetSmart's Associate Handbook, which details company policy related to her employment at PetSmart.

50. On April 11, 2017, Jordan signed the Acknowledgment of Receipt of Associate Handbook. In doing so, she confirmed that she "read and understand[s] the contents of the handbook."

51. The Employment Handbook contains a list of duties which relate to employee responsibilities and measures to ensure that pets are treated with the highest standard of care.

The Employee Handbook expressly prohibits “Inhumane treatment of any pet,” “falsifying or altering company records, including employment application,” “failure to perform up to PetSmart standards,” and “[l]eaving work without authorization.”

52. PetSmart’s policies expressly forbid PetSmart associates from recording any conversations and/or activities in its locations:



***In Furtherance of Her Hidden PETA Agenda, Jordan Repeatedly Breaches the Duties Owed to PetSmart and Violates PetSmart’s Policies and Procedures by Unlawfully Recording PetSmart Personnel and by Providing Confidential PetSmart Information to PETA***

53. When Jordan applied to work at PetSmart in March 2017, Jordan deliberately concealed from PetSmart that she was a PETA agent and operative with a clear and obvious conflict of interest preventing her from discharging her duties and honoring the common law and contractual duties that she owed to PetSmart as a PetSmart employee.

54. In fact, Jordan’s sole purpose in obtaining employment with PetSmart was to infiltrate the company and manufacture evidence against PetSmart to further PETA’s propaganda efforts and its stated objective of eradicating pet ownership in the United States.

55. Jordan worked in PetSmart’s Lake Pleasant, Arizona, location from April 2017 until August 2017.

56. In August 2017, Jordan transferred to PetSmart’s Brandon, Florida, location.

57. Beginning on her first day of employment at the Brandon, Florida, PetSmart, Jordan started recording a number of conversations between herself and store manager Chad Emory and assistant manager Justine Glassmoyer, respectively.

58. These conversations took place on private property.

59. Neither Mr. Emory nor Ms. Glassmoyer ever consented to any of these audio recordings.

60. Many of the conversations Jordan recorded took place during the hours before and after the PetSmart location was open to customers.

61. Many of the conversations Jordan recorded took place in areas of the store which are only accessible to PetSmart employees.

62. Jordan recorded these conversations even though Mr. Emory and Ms. Glassmoyer each had a reasonable expectation of privacy during the conversations.

63. Between August and December of 2017, Jordan recorded numerous hours of videos of private conversations—some of which were personal in nature and had nothing to do with PetSmart's operations.

64. Jordan transmitted the unlawfully recorded conversations to PETA, which then deceptively edited the footage to publish misleading portions of the conversations as part of a promotional video designed and intended to discredit PetSmart.

65. As a PetSmart employee, Jordan also had access to Confidential Information belonging to PetSmart.

66. Jordan accessed customer information, vendor lists, correspondence, memoranda, price lists, personnel information, sales data, financial statements, training materials, techniques, promotional plans, *inter alia*.

67. Beginning in April of 2017 and continuing throughout the duration of her employment at PetSmart, Jordan compiled this information in a daily log and stored it with audio records and mental impressions related to PetSmart's proprietary business information.

68. In violation of her common law duties and contractual obligations owed to PetSmart, Jordan disseminated to PETA and other third parties all of the data and information described above.

69. Jordan's repeated theft and dissemination of PetSmart's Confidential Information served one purpose: discrediting PetSmart to further PETA's radical goal of ending pet ownership.

70. Jordan intentionally concealed her misconduct from PetSmart and PetSmart reasonably relied on the parties' contractual agreements and Jordan's representations that she was not acting as a PETA agent.

***Jordan Violates PetSmart's Policies and Procedures by Withholding Medical Care to Animals and then Manufacturing a False Claim to Law Enforcement***

71. Jordan received extensive training and was familiar with PetSmart's policies regarding the care provided to in-store pets.

72. At all times relevant to PetSmart's claims, Jordan was aware that PetSmart's policies required employees to deliver sick in-store pets to a veterinarian without delay:

“ALL PETS THAT ARE INJURED OR BECOME ILL IN THE CARE OF PETSMAST (INCLUDING ADOPTIONS, PET CARE, PETS HOTEL AND SALON) MUST BE TAKEN TO THE VETERINARIAN FOR DIAGNOSIS AND TREATMENT RECOMMENDATIONS.”

73. Jordan also knew that PetSmart provided this care to pets **“regardless of cost.”**

74. Jordan signed an agreement which acknowledged: “I understand that cost is not a valid reason to avoid vet care.”

75. In late March 2018, Jordan and PETA filed a false complaint with the Sheriff of Hillsborough County alleging that PetSmart had been abusing animals in Brandon, Florida.

76. The Sheriff's office declined to investigate PETA's claims and forwarded the complaint to Hillsborough County Animal Control.

77. Hillsborough County Animal Control declined to investigate PETA's claims after reviewing PETA and Jordan's complaint and forwarded PETA's complaint to the Florida Fish & Wildlife Conservation Commission ("Fish & Wildlife").

78. Fish & Wildlife investigated the allegations Jordan and PETA had made against PetSmart. But Fish & Wildlife representatives were unable to download the videos that were linked in the materials that Jordan and PETA had submitted in support of their false complaints about PetSmart.

79. Fish & Wildlife officials contacted Daniel Paden—a PETA operative based in Norfolk, Virginia—to obtain copies of the videos.

80. It is clear from the deceptively edited video PETA submitted to law enforcement that neither Mr. Emory nor Ms. Glassmoyer were aware they were being recorded.

81. Jordan also submitted a declaration to Fish & Wildlife which alleged that PetSmart management in Brandon, Florida, refused to provide treatment to a parakeet that purportedly fell ill and a hamster that injured its leg in a water dispenser.

82. These accusations—and the declaration that Jordan signed and submitted to Fish & Wildlife—are demonstrably false. In fact, it was Jordan herself (and not PetSmart management) who refused to obtain veterinary care for the parakeet and hamster in *her* care.

83. As a Pet Care Associate, Jordan was empowered by PetSmart—and indeed was required by PetSmart policies and procedures—to transport any injured or sick pet to a veterinary clinic to receive immediate veterinary care.

84. Instead of procuring immediate veterinary care for the parakeet and the hamster, Jordan chose to videotape the animals for eventual use in PETA’s planned propaganda campaign. Indeed, Jordan refused to seek out veterinary care for the bird, and instead waited for the bird to die before fabricating the false accusation that PetSmart had neglected the animal.

85. Jordan and PETA waited approximately six months to make a report of the alleged animal abuse.

86. Fish & Wildlife conducted an investigation and determined that PetSmart committed no wrongdoing.

87. PetSmart management cooperated with the investigation and permitted Fish & Wildlife to access its records from August to December of 2017.

88. Fish & Wildlife’s investigation confirmed that *zero* pets sold by PetSmart during Jordan’s covert operation were brought back to the store due to illness or injury.

89. Fish & Wildlife reviewed PetSmart’s records related to the hamster at issue and confirmed that PetSmart provided veterinary care to the hamster who was subsequently adopted.

90. Fish & Wildlife determined that PETA and Jordan’s accusations were without support and required no further action.

***After Her Unlawful Attempts to Gather Incriminating Evidence in Florida,  
Jordan Transferred to PetSmart’s Bellevue, Tennessee Location***

91. In December of 2017, Jordan transferred from the Brandon, Florida, PetSmart location to the PetSmart location in Bellevue, Tennessee—just outside of Nashville.

92. She continued to work in Bellevue as a Pet Care Associate until April 2018.

93. PetSmart allowed Jordan to access PetSmart's proprietary systems and its Confidential Information based on Jordan's representations that she was a *bona fide* employee without any conflicts of interest.

94. If Jordan had disclosed that she was an agent of PETA, PetSmart would not have allowed her to access its Confidential Information or any of its facilities.

95. Jordan accessed customer information, vendor lists, correspondence, memoranda, price lists, personnel information, sales data, financial statements, training materials, techniques, promotional plans, *inter alia*.

96. Throughout of her employment at PetSmart's Bellevue, Tennessee, location, Jordan compiled this information in a daily log and stored it with audio records and mental impressions related to PetSmart's proprietary business information.

97. Once again, Jordan manufactured false reports of animal abuse and neglect and she once again violated PetSmart policy and refused to obtain care for in-store pets in furtherance of her campaign against PetSmart.

98. After making these false reports to Nashville law enforcement, Jordan abandoned her position at PetSmart without notice to the company.

99. Jordan's tortious and unlawful conduct substantially damaged PetSmart's business reputation and caused a number of customers to no longer patronize PetSmart and purchase its pets or pet services.

100. As a direct and proximate result of Jordan's fraud and dissemination of PetSmart's Confidential Information and unlawfully recorded video, PetSmart has suffered substantial damages.

101. Specifically, PETA spliced together a promotional video using the fruits of Jordan's unlawful activities.

102. Jordan and PETA utilized Jordan's unfettered access to manipulate PetSmart's Confidential Information and paint the false narrative that PetSmart abuses and neglects animals.

103. PetSmart has adopted the highest standards of pet care and its reputation as being a safe place for animals is key to its survival as a business.

104. Untold thousands of PetSmart's current and potential customers viewed PETA's video or otherwise became aware of PETA's false accusations that PetSmart is guilty of animal neglect or abuse.

105. This damage has taken the shape of diminished sales, loss of customer goodwill, and conversion of PetSmart's Confidential Information.

106. Additionally, PetSmart paid \$16,855.95 in compensation and benefits to Jordan as a result of her fraud.

107. As a result of Jordan's actions, Plaintiffs have retained the undersigned counsel and is obligated to pay a reasonable fee—commensurate with their expertise and experience—for their services.

108. Jordan's conduct may warrant the imposition of punitive damages, and Plaintiffs may, at the appropriate time, seek leave to recover punitive damages.

109. The actions or omissions of Jordan set forth in this Complaint demonstrate malice and insult. Such actions were undertaken by Jordan with (1) maliciousness, spite, ill will, vengeance, and/or deliberate intent to harm Plaintiffs, and (2) reckless and wanton disregard for their effects on Plaintiffs. Jordan had actual knowledge of the wrongfulness of the conduct and

the high probability that injury or damage to the Plaintiffs would result and despite that knowledge intentionally pursued that course of conduct resulting in injury or damage.

**COUNT 1**  
**FRAUD IN THE INDUCEMENT**

110. The Plaintiffs repeat and re-allege paragraphs 1-109 as if set forth fully herein.

111. When she applied to work at PetSmart, Jordan intentionally misrepresented to PetSmart that she was a *bona fide* applicant for employment.

112. She intentionally misrepresented that she was not terminated from work at a Florida zoo and that she was not acting on behalf of PETA.

113. Additionally, Jordan misrepresented that she was willing to abide by PetSmart's policies regarding its Confidential Information, Animal Care, and Non-Disclosure Agreement.

114. Jordan's failure to make these disclosures were material to her transaction with PetSmart and it induced PetSmart to enter into an employment agreement with Jordan.

115. Jordan made the misrepresentations with the intent to cause PetSmart to reasonably rely on the misrepresentations in order to induce PetSmart to rely on the misrepresentations and enter into an employment agreement.

116. Jordan was aware of the misrepresentations and profited from them.

117. As a direct result of the misrepresentations and concealment, PetSmart was damaged in an amount to be proven at trial, including but not limited to costs of employment, attorney's fees, and lost revenue and customer goodwill, diminished sales, and conversion of PetSmart's Confidential Information.

118. As a result of the above-mentioned fraud committed by Jordan, PetSmart suffered diminished sales, loss of customer goodwill, and conversion of PetSmart's Confidential Information.

**COUNT 2**  
**FRAUD**

119. The Plaintiffs repeat and re-allege paragraphs 1-118 above as if set forth fully herein.

120. On March 29, 2017, Jordan represented to PetSmart that she was a *bona fide* applicant for employment and that she was not seeking employment in connection with her association with PETA.

121. Jordan also represented that she had not been terminated from a Florida zoo for acting as a double agent for PETA.

122. These representations were false. As discussed previously, Jordan was in fact an agent of PETA.

123. In reasonable reliance of these representations, PetSmart compensated Jordan and gave her unrestricted access to PetSmart's animals, facilities, and Confidential Information in Arizona, Tennessee, and Florida.

124. During Jordan's fraudulent employment with PetSmart, she became familiar with PetSmart policies and practices. She illegally recorded untold hours of video containing audio conversations and she provided these videos along with PetSmart's Confidential Information to PETA and other third parties.

125. Upon information and belief, Jordan assisted PETA in deceptively editing the videos and mischaracterizing Confidential Information in their possession to further their smear campaign against PetSmart.

126. As a direct and proximate cause of PetSmart's detrimental reliance on Jordan's fraud, PetSmart has suffered significant damages, including special damages for loss of business

reputation, disruption of business, lost revenues and profits, and incidental and consequential damages.

127. In addition, Jordan has received substantial compensation related to her unlawful “undercover work” for PETA, to PetSmart’s direct detriment. She should not be permitted to profit from her wrongdoing.

**COUNT 3**  
**CONVERSION**

128. The Plaintiffs repeat and re-allege paragraphs 1-109 above as if set forth fully herein.

129. Jordan has intentionally and wrongfully exercised dominion, control, and other acts of ownership over PetSmart’s photographs, videos, customer information, vendor lists, correspondence, memoranda, price lists, personnel information, sales data, financial statements, training materials, techniques, promotional plans, *inter alia*.

130. PetSmart has demanded the return of these chattels, and Jordan has refused to return them.

131. The wrongful deprivation of PetSmart’s property was in derogation of PetSmart’s rights and constituted a wrongful dominion and control of PetSmart’s photographs and video.

132. As a result of the Jordan’s conversion of PetSmart’s Confidential Information, photographs and videos, PetSmart continues to suffer damages, including special damages such as damage to business reputation, disruption of business, lost revenues and profits, and incidental and consequential damages.

133. Additionally, Jordan has wrongfully received and continues to receive compensation for her conversion of PetSmart’s property. She should not be permitted to profit from the proceeds of her wrongdoing.

**COUNT 4**  
**TRESPASS TO CHATTELS**

134. The Plaintiffs repeat and re-allege paragraphs 1-109 above as if set forth fully herein.

135. At all times mentioned in this Complaint, PetSmart had legal title to and actual possession of its access-restricted, internet-based associate interface, and related software.

136. Jordan intentionally interfered with PetSmart's use and possession of this associate interface and related software.

137. Jordan's trespass and interference proximately caused damage to PetSmart, including, but not limited to, damage to PetSmart's rights to dominion and control over its property, and damage to PetSmart's Confidential Information. As a result, Jordan caused PetSmart's property to greatly diminish in value and deprived PetSmart of the intended use of its computer systems.

138. PetSmart is entitled to recover any and all damages it sustained as a result of such trespass, in an amount to be determined at trial.

**COUNT 5**  
**TRESPASS**

139. The Plaintiffs repeat and re-allege paragraphs 1-109 above as if set forth fully herein.

140. PetSmart possessed the exclusive right of possession of its stores in Brandon, Florida, Bellevue, Tennessee, and Lake Pleasant, Arizona.

141. Jordan failed to obtain effective consent to enter these properties and she entered the properties to commit illegal acts.

142. Jordan acted intentionally, willfully, and with reckless disregard for PetSmart's right to exclusive possession of the above-mentioned properties.

143. As a result of Jordan's trespass, PetSmart is entitled to actual and punitive damages in an amount to be determined at trial.

**COUNT 6**  
**BREACH OF FIDUCIARY DUTIES**

144. The Plaintiffs repeat and re-allege paragraphs 1-109 above as if set forth fully herein.

145. As a former employee and agent of PetSmart, Jordan owes duties of loyalty and confidentiality to PetSmart.

146. This duty includes the duty not to use or disclose to third persons, in competition to PetSmart or to PetSmart's injury, PetSmart's Confidential Information.

147. Jordan breached her duties of loyalty and confidentiality by knowingly and intentionally stealing PetSmart's Confidential Information and transmitting it to third parties, all as part of a plan to damage PetSmart's business relationships and encouraging PETA's smear campaign against the company.

148. Jordan knowingly and intentionally breached her duties to PetSmart because she was motivated by a desire to end PetSmart's ability to provide pet care services. She stole, disclosed, and manipulated PetSmart's Confidential Information because she wanted to harm PetSmart as revenge for PetSmart providing a high volume of pet adoptions.

149. As a direct and proximate cause of the foregoing, PetSmart has suffered—and continues to suffer—substantial irreparable harm. PetSmart has suffered lost profits and revenue from customers based on the manipulation of its Confidential Information.

150. Additionally, PetSmart has been forced to expend a substantial amount of money to battle Jordan's false claims and misuse of PetSmart's Confidential Information.

**COUNT 7**  
**UNLAWFUL RECORDING OF CONVERSATIONS**  
**(violation of section 934.10, Florida Statutes)**

151. The Plaintiffs repeat and re-allege paragraphs 1-109 above as if set forth fully herein.

152. On numerous occasions between August and December of 2017, Jordan intentionally recorded videos containing audio of conversations Jordan had with Mr. Emory and Ms. Glassmoyer, respectively.

153. Jordan intercepted and recorded the conversations surreptitiously and without Mr. Emory or Ms. Glassmoyer's consent.

154. Jordan then used and disseminated each of these recordings to PETA's office in Norfolk, Virginia, in furtherance of PETA's public smear campaign against PetSmart.

155. The conversations Jordan recorded took place on private property, and Mr. Emory and Ms. Glassmoyer possessed a reasonable expectation of privacy regarding the contents of these conversations.

156. Moreover, Mr. Emory and Ms. Glassmoyer had a reasonable expectation that their oral communications were not subject to interception or recording.

157. These recordings were the proximate cause of significant damage to Mr. Emory and Ms. Glassmoyer.

158. Mr. Emory and Ms. Glassmoyer are entitled to the greater of actual damages or liquidated damages of \$100 per day for each day (or \$1,000, whichever is greater) in which Jordan unlawfully recorded their conversations, as well as the recovery of their attorneys' fees.

**COUNT 8**  
**UNJUST ENRICHMENT**

159. The Plaintiffs repeat and re-allege paragraphs 1-109 above as if set forth fully herein.

160. Jordan unjustly received benefits at the expense of PetSmart through her wrongful conduct, including Jordan's criminal activities, trespass, fraud, conversion, and misuse of PetSmart's Confidential Information, which took substantial time and money for PetSmart to develop.

161. Jordan continues to unjustly retain compensation from PetSmart and PETA at PetSmart's expense. It would be unjust for Jordan to retain any value she obtained as a result of her wrongful conduct.

162. PetSmart is accordingly entitled to full restitution of all amounts in which Jordan has been unjustly enriched at PetSmart's expense.

**COUNT 9**  
**BREACH OF CONTRACT**

163. The Plaintiffs repeat and re-allege paragraphs 1-109 above as if set forth fully herein.

164. Jordan entered into four agreements with PetSmart: (1) Pet Care Acknowledgment; (2) Training and Certification Process; (3) Non-Disclosure Agreement; and (4) Acknowledgment of Receipt of Associate Handbook. These contracts are incorporated by reference and attached to this Complaint, respectively, as **Exhibits B, C, D, and E**.

165. PetSmart completed all, or substantially all, of the essential items which the contract required it to do.

166. All conditions required by the contracts for Jordan's performance had occurred.

167. Jordan failed to procure veterinary care for animals that were sick.

168. Due to her relationship with PETA and her participation in its scheme to disparage PetSmart, Jordan became involved in a conflict of interest.

169. Jordan took no steps to eliminate this conflict and did not notify PetSmart of her relationship with PETA or the true motivations behind her employment at the company.

170. Jordan has failed to return Confidential Information belonging to the Company and she shared Confidential Information to PETA.

171. Jordan falsified her PetSmart application, mistreated and abused animals in her care, she left work without authorization and she left work without authorization.

172. During her employment, Jordan recorded video and audio of PetSmart's associates and its Confidential Information.

173. As a direct result of these breaches, PetSmart was damaged in an amount to be proven at trial, including but not limited to costs of employment, attorney's fees, and lost revenue and customer goodwill, diminished sales, and conversion of PetSmart's Confidential Information.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs demand judgment against the Jenna Jordan as follows:

- (a) awarding Plaintiffs compensatory damages in an amount to be determined at trial but in excess of \$15,000;
- (b) awarding Plaintiffs the greater of actual damages or liquidated damages of \$100 per day for each day (or \$1,000, whichever is greater) of unlawful recording;
- (c) awarding Plaintiffs all expenses and costs, including attorneys' fees;
- (d) awarding an injunction compelling Jordan to (1) return all materials she obtained from PetSmart and (2) permanently delete any copies of such materials in her possession or control, and
- (e) such other and further relief as the Court deems appropriate.

174. A JURY TRIAL IS DEMANDED.

This 25th day of June 2018.

Respectfully Submitted,

/s/ Matthew F. Hall

Benjamin H. Hill, III (FBN: 94585)

[Ben.Hill@hwlaw.com](mailto:Ben.Hill@hwlaw.com)

[Debra.Whitworth@hwlaw.com](mailto:Debra.Whitworth@hwlaw.com)

Matthew F. Hall (FBN: 92430)

[Matthew.Hall@hwlaw.com](mailto:Matthew.Hall@hwlaw.com)

HILL WARD HENDERSON

3700 Bank of America Plaza

101 East Kennedy Boulevard

Tampa, FL 33602

Phone: 813-221-3900

Fax: 813-221-2900

Thomas A. Clare, P.C. (*pro hac vice* pending)

Elizabeth M. Locke, P.C. (*pro hac vice* pending)

Daniel P. Watkins (*pro hac vice* pending)

Steven J. Harrison (*pro hac vice* pending)

CLARE LOCKE LLP

10 Prince Street

Alexandria, VA 22314

Telephone: (202) 628-7400

Email: [tom@clarelocke.com](mailto:tom@clarelocke.com)

Email: [libby@clarelocke.com](mailto:libby@clarelocke.com)

Email: [daniel@clarelocke.com](mailto:daniel@clarelocke.com)

Email: [steven@clarelocke.com](mailto:steven@clarelocke.com)

*Attorneys for Plaintiffs*

# **Exhibit A**

# PETSMART EMPLOYMENT APPLICATION SUMMARY



Date Applied: Wednesday, March 29, 2017 (1:58:21 PM)

Position Applied For: Pet Care Associate (ACTIVE POSITION)

Current Location: 1267 Lake Pleasant

## PERSONAL INFORMATION

Jenna Lee Jordan

[Redacted]

Secondary Phone: --

## STATE DISCLOSURES

### State Disclosures

#### STATE-SPECIFIC DISCLOSURES

Statement viewed

At this time, there are no pre-application disclosures relevant to the state in which you are applying. Please continue to the application by proceeding to the next screen.

Statement viewed

## EMPLOYMENT DESIRED

Position: Pet Care Associate (ACTIVE POSITION)

Location: Peoria, AZ (25372 N Lake Pleasant)

How Did You Hear About This Job? Web Site

Specific Source - If referred by a CURRENT employee, please enter the name and store number of the referring employee:  
PetSmart.com

### Availability

If hired, when would you be able to start? 3/29/2017

Work Preference: Full-Time

What do you feel would be a minimally acceptable rate of pay? (ex. \$X.XX or \$XX,XXX): \$10.00

#### AVAILABILITY

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
From:	Any Time						
To:	Any Time						

## WORK HISTORY

**Florida State Fair**

*February 2017 - February 2017*

Job Title: Volunteer

City: Tampa

State/Province: Florida

Country: United States of America

Supervisor's First Name: [REDACTED]

Supervisor's Last Name: [REDACTED]

May We Contact This Employer?: --

Description of Responsibilities:

Volunteered for eight days, assisting fair visitors and helping with crowd control

Reason for Leaving This Employer: Quit/Resigned

Please Select Your Specific Reason for Quitting/Resigning: Other

Please Provide Details:

This position was seasonal.

**Bather, PetSmart**

*March 2014 - July 2014*

Job Title: Bather

City: Brandon

State/Province: Florida

Country: United States of America

Supervisor's First Name: [REDACTED]

Supervisor's Last Name: [REDACTED]

May We Contact This Employer?: --

Description of Responsibilities:

Check in/out salon customers

\*Clean cages and salon area

\*Bathe dogs and perform nail trimming, nail grinding and ear cleanings

Reason for Leaving This Employer: Quit/Resigned

Please Select Your Specific Reason for Quitting/Resigning: Personal Reasons

**Arizona Inn**

*April 2013 - January 2014*

Job Title: Front desk

City: Tucson

State/Province: Arizona

Country: United States of America

Phone Number: 520-325-1541

Supervisor's First Name: [REDACTED]

Supervisor's Last Name: [REDACTED]

May We Contact This Employer?: --

Description of Responsibilities:

Checked in/out guests; provided concierge services and great customer service

\* Maintained anonymity for our celebrity/famous guests

Reason for Leaving This Employer: Quit/Resigned

Please Select Your Specific Reason for Quitting/Resigning: Relocation

**Animal Medical West**

*March 2012 - April 2013*

Job Title: Veterinary technician assistant

City: Charleston

State/Province: South Carolina

Country: United States of America

Supervisor's First Name: [REDACTED]

Supervisor's Last Name: [REDACTED]

May We Contact This Employer?: --

Description of Responsibilities:

Cleaned kennels for hospitalized and boarding animals; sterilized equipment, ran autoclave

\*Prepared and administered vaccines, fluids and medications

\*Collected specimens and performed laboratory procedures: Heartworm test, CBC, chemistry strips, checked fecal samples for parasites, urinalysis.

\*Prepared patients for surgery: Anesthetizing, shaving, surgical scrub, maintaining anesthesia, post-operative care, monitoring blood pressure

\*Assisted veterinarian in surgeries and prepared room; assisted with euthanasia

\*Performed dentals, hygienic grooming, bathing, nail trims, ear cleanings

Reason for Leaving This Employer: Quit/Resigned

Please Select Your Specific Reason for Quitting/Resigning: Relocation

**Walden Lake Animal Clinic**

*November 2004 - October 2009*

Job Title: Veterinary technician assistant/kennel attendant

City: Plant City

State/Province: Florida

Country: United States of America

Supervisor's First Name: [REDACTED]

Supervisor's Last Name: [REDACTED]

May We Contact This Employer?: --

Description of Responsibilities:

Maintained and sterilized equipment and instruments; cleaned kennels

\*Prepared and administered vaccines, fluids and medications

\*Collected specimens and performed laboratory procedures: Heartworm tests, CBC, chemistry strips, checked fecal samples for parasites, urinalysis, blood draws, etc.

\*Prepared for surgery: Anesthetizing, shaving, surgical scrub, maintaining anesthesia, post-operative care, monitoring blood pressure

\*Assisted veterinarian in surgeries and prepared room (de-claws, spay, neuter, c-sections, tumor removal, laser surgery, ear cropping, etc.); assisted with euthanasia

\*Performed dentals, hygienic grooming, bathing, nail trims, ear cleanings

Kennel attendant, Sundance Kennels

Reason for Leaving This Employer: Quit/Resigned

Please Select Your Specific Reason for Quitting/Resigning: Relocation

**Sundance Kennels**

*November 2002 - November 2004*

Job Title: Kennel attendant

City: Plant City

State/Province: Florida

Country: United States of America

Supervisor's First Name: [REDACTED]

Supervisor's Last Name: [REDACTED]

May We Contact This Employer?: --

Description of Responsibilities:

Cleaned kennels twice a day; cleaned cat condos and litter boxes

\* Walked, fed, hydrated and medicated animals as needed

\* Bathed and dried dogs and cats; prepared animals for owner pick-up

Reason for Leaving This Employer: Quit/Resigned

Please Select Your Specific Reason for Quitting/Resigning: Accepted Another Job

**Work History**

Have you ever been employed by PetSmart or any of its affiliates? Yes

If yes, please specify your last month & year of employment and the location where you worked:

Last Month & Year of employment: Jul 2014

Name of location: 1051 Brandon Blvd West Brandon, FL  
33511 (#0318)

City: Brandon

State/Province: Florida

Country: United States

**PRE-EMPLOYMENT QUESTIONS**

**Associates (non-mgmt)**

How much experience do you have operating a cash register, including processing credit card transactions and/or being responsible for balancing the drawer at the end of the day? Less than 1 year

Are you willing to work in an environment where various pets are present, including but not limited to dogs, cats, reptiles, fish, birds? Yes

How comfortable are you with using suggestive selling techniques with customers (e.g., suggesting additional or similar products to customers in order to gain additional sales)? I am comfortable with my ability to use suggestive selling techniques

How much experience do you have selling services or products? Less than 1 year

How comfortable are you approaching people you don't know and engaging them in conversation? I am very confident in my ability to effectively approach and engage people I don't know

Any other languages spoken? [Candidate did not respond]

**Eligibility**

# PETSMART EMPLOYMENT APPLICATION SUMMARY

<b>MINIMUM REQUIREMENTS</b>	Statement viewed
The following questions will determine if you meet minimum requirements for employment at PetSmart. You must meet our minimum qualifications to be considered for employment at our company.	Statement viewed
Are you legally authorized to work in the United States?	Yes
PetSmart asks the following question in order to ensure we can comply with legal requirements regulating employment of minors and establishing age requirements for certain tasks.	Statement viewed
PetSmart's minimum age requirement is 18. Are you at least 18 years old?	Yes
As part of the hiring process, applicants who receive an offer of employment may be asked to submit to a screening test to detect the presence of drugs (marijuana, opiates, cocaine, amphetamines, phencyclidine (PCP)) and/or alcohol or their metabolites. Offers of employment are conditioned on a negative result. If you are asked to submit to a drug/alcohol test and you refuse to be tested, or you do not pass, PetSmart will revoke any offer of employment. All drug/alcohol tests will be conducted in accordance with applicable federal and state laws and screening will be done through urinalysis. Therapeutic levels of medically-prescribed drugs will not be reported. If you would like a copy of this policy, please see the hiring manager.	Statement viewed
As a condition of employment with PetSmart, if you are offered employment, are you willing to submit to a drug screening test?	Yes
I acknowledge and agree that:  (a) I am not a party to any agreement that contains a confidentiality, non-solicitation and/or non-competition restriction that limits, or claims to limit, solicitation of customers and/or employment in the retail pet industry: (1) at this time and (2) in the geographic area in which I will be working for the Company; (b) I will comply with any other confidentiality, non-solicitation or other obligations I may owe to my prior employer(s); and (c) I will sign and return an appropriate agreement if requested by the Company under which I will agree to protect the Company's confidential information and, to the extent permitted by law, limit my post-employment activities that compete against the Company in the area in which I work.	I acknowledge and agree
I understand and acknowledge that all animals can potentially carry viral, bacterial, fungal, and parasitic diseases contagious to humans. These illnesses can be spread by the bacteria, fungus, viruses or parasites entering the mouth through the air or by a break on the skin, meaning humans may be exposed to these diseases after handling a pet, its bedding, or its waste. In most cases these conditions are treatable, but if left untreated, or if they occur in infants, children, pregnant women, the elderly or immune-compromised individuals, the illness could be serious or (though rare) even fatal. I understand and that, if hired, I will receive additional information on safety and disease prevention recommendations that I must follow while working with pets.	I understand, agree and choose to continue with the application.

## EDUCATION

Name/Type: Durant High School  
 School Type: High School  
 Do you have a high school diploma or equivalent certificate? Yes

**CRIMINAL HISTORY DETAILS**

**Criminal History Details**

The information collected in this section will be used to complete the hiring process.

Statement viewed

Note: This information is not provided to the hiring manager. Please enter your date of birth (ex. 04/28/1972):

██████████

\*Note: A conviction is not an automatic bar to employment; the nature and gravity of the offense or conduct, the time that has passed since the offense or conduct and/or completion of the sentence, and the nature of the job held or sought will be considered.

Statement viewed

Are you now, or have you ever been known by any other name, or have you changed your name (first or last)?

No

Have you been convicted of a felony in the past 7 years? Do not answer "Yes" if your conviction record has been annulled, expunged, shielded, vacated, sealed, pardoned, erased, impounded, restricted, judicially dismissed or adjudicated by a juvenile court. \*Note - The existence of a criminal history will not automatically disqualify you from the job you are applying for. \*Note- Applicants in Kentucky should only answer "Yes" if the conviction was in the past 5 years and does not fall into the categories above.

No

Have you been convicted of any other crimes (including, but not limited to: misdemeanors, criminal citations, and driving offenses) in the past 7 years? Do not answer "Yes" if your conviction record has been annulled, expunged, shielded, vacated, sealed, pardoned, erased, impounded, restricted, judicially dismissed or adjudicated by a juvenile court. \*Note - The existence of a criminal history will not automatically disqualify you from the job you are applying for. \*Note- Applicants in Kentucky should only answer "Yes" if the conviction was in the past 5 years and does not fall into the categories above.

No

Do you have a middle name?

Yes

Middle name

LEE

**PREVIOUS ADDRESS**

Have you lived at any other addresses in the past 10 years? Yes

Address:

[Redacted address]

**CERTIFICATION STATEMENT**

I hereby certify and affirm that the information provided in connection with the application process is true, accurate and complete, and that I have withheld nothing that would, if disclosed, affect this application unfavorably.

I hereby authorize PetSmart to investigate all information pertinent to my application for employment in order to determine my qualifications for employment, which may include contacting former and/or current employers or any other person or entity. I hereby authorize all persons and entities having information relevant to my application to provide that information to PetSmart I understand that any offer of employment may be rescinded or my employment terminated if my references are inadequate or unacceptable to PetSmart or if I violate any of the provisions of this Certification.

I understand that any omission, misrepresentation, or falsification in connection with this application process may be grounds for denial of employment or, if hired, immediate termination of employment. I further understand that if I am hired by PetSmart, I must abide by all the rules and policies of PetSmart which, other than the at-will employment policy, may be changed without notice at the direction of PetSmart

Applicant viewed statements and understood and agreed to the terms outlined above by clicking on the "I understand and agree to the terms outlined above" button during online application submission.

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **Exhibit B**



# Pet Care Acknowledgement

I Jenna Jordan (name) certify that:

- I understand that it is my personal responsibility to know how to care for the pets in our stores and to make certain I'm providing the highest standards of care, every moment of every day.
- Every sick or injured pet with an undiagnosed condition or who is not responding to treatment will be taken to our in-store veterinarian, Banfield Pet Hospital. If the store does not have a Banfield, any sick or injured pet will see a licensed veterinarian for diagnosis and treatment, **regardless of cost**. I will contact my manager on duty before taking the pet to the hospital.
- If a pet does not respond to treatment within seven days, I will contact my DM for guidance. If I am unable to reach my DM, I can send an e-mail to the "Pet Health Feedback" address, or call 1-800-738-1385 x6600.
- Only a vet will make a decision to euthanize birds, reptiles, or small pets, and only a vet will perform the procedure. (Please see our written Policies and Procedures for information on how to handle fish in our care.)
- I understand that cost is not a valid reason to avoid vet care or to use some other means of treatment or euthanasia.
- Associates who witness anyone not following the letter and the spirit of the policy are encouraged to report the incident to any member of management or to the CareSmart (1-800-738-4693) without fear of retribution.
- All incidents will be thoroughly and fairly investigated and resolved. Any associate not following the letter and spirit of PetSmart's pet care policies may be disciplined, up to and including termination.
- I understand that if a pet dies, it should be accurately recorded and reported. All deceased pets will be taken to an appropriate location, as outlined in our policies and procedures, within 24 hours of the time of death.

Jenna Jordan (Signature)  
Jenna Jordan (Printed name)  
Pet Care Associate (Title)  
4/11/17, 12:25:55 PM (Date)

# **Exhibit C**

## Training and Certification Process

Once you join our team, as part of your employment requirements, PetSmart conducts both general and job-specific certification programs for all employees. Materials are based upon our company culture, customer service philosophies, operational policies to manage a distribution center, and the safety practices and policies designed to keep associates safe and healthy in our distribution centers.

Learning tools are provided for all certification and training courses. As a condition of employment, subject to reasonable accommodations as necessary, all employees must pass certain certification programs.

I understand and agree that my continued employment with PetSmart is contingent and based upon the favorable results of the certification training relevant to my job role. I also understand that based on my specific job role, there are multiple certifications and in some cases an annual recertification process.

I understand and agree that PetSmart has the sole discretion to decide what constitutes a favorable result and that a favorable result does not guarantee my employment for any length of time or constitute an employment contract.

Print Name: Jenna Jordan

Signature: Jenna Jordan

Date: 4/11/17, 12:26:41 PM

# **Exhibit D**

## NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT

PetSmart, Inc. ("Company") and Jenna Jordan ("Associate") enter into this Non-Solicitation and Non-Disclosure Agreement ("Agreement"), effective Apr 11, 2017 ("Effective Date"). Company and Associate are collectively referred to as the "Parties" in this Agreement and agree as follows:

1. **Consideration.** The Parties recognize that in order for Associate to perform duties on behalf of Company, Associate needs to manage, use or otherwise have access to Confidential Information (as defined below). Accordingly, Company agrees to provide Associate with access to Confidential Information and specialized training using Confidential Information, subject to the terms and conditions of this Agreement. Associate agrees that, in exchange for Company providing Associate with access to Confidential Information, specialized training using Confidential Information and Company's agreement to employ Associate on an at-will basis, Associate accepts all of the terms contained in this Agreement.

### 2. Definitions.

2.1 **Confidential Information.** "Confidential Information" means Company's non-public, proprietary information (in any tangible, intangible, hard-copy, electronic or other form) which includes, but is not limited to: trade secrets; customer and prospective customer lists; vendor and prospective vendor lists; arrangements and agreements with customers, vendors, suppliers or distributors; training programs, techniques and materials; grooming methods and practices; marketing and promotional plans, techniques, methods, budgets and targets; cost-control methods and practices; third-party information that Company has a duty to maintain as confidential; computer systems, capabilities and programs; development plans; formulas; budgets; targets; strategies; logistics; purchasing arrangements and agreements; price data; cost data; profitability; price and fee amounts; pricing and billing policies; quoting procedures; forecasts and forecast assumptions; target markets; financial and personnel information; purchasing and cost information; sales, service, training, grooming and operational manuals, policies and procedures; the manner and methods of conducting Company's business; future plans; acquisition, development, divestiture and other strategies; special projects; the status of any permitting process or investigation; information that gives Company some competitive business advantage or the opportunity of obtaining such an advantage; and all other non-public information that Company considers "confidential."

2.2 **Retail Pet Services and Solutions.** "Retail Pet Services and Solutions" means the sale of pets, pet food, pet-related products, pet adoption, pet boarding, pet day-care, pet grooming, pet salon services, pet training, and any other products or services offered, conducted, authorized or provided by Company during the last twelve (12) months of Associate's employment.

2.3 **Competitor.** "Competitor" means any public or private business engaged in Retail Pet Services and Solutions in any state, territory, province or other location in which Company conducts business.

2.4 **Solicit.** "Solicit" means any direct or indirect interaction between Associate and another person or entity that takes place in an effort to develop or further a business relationship.

2.5 **Material Contact.** "Material Contact" exists with any customers, potential customers, vendors, or potential vendors of Company with whom Associate dealt, whose dealings with Company were coordinated or supervised by Associate, about whom Associate obtained Confidential Information, or who received products or services from Company and for which Associate received compensation, incentive pay, commission or earnings during the last twelve (12) months of Associate's employment.

2.6 **Facility.** "Facility" means the physical location at which Company owns, leases or operates a store, salon, hotel, distribution center, office or other location where Company conducts business.

### 3. Covenants.

3.1 **Third-Party Information.** During Associate's employment with Company, Associate agrees not to use or disclose any previously obtained trade secret, proprietary or confidential information that Associate received from another employer or third party.

3.2 **Conflicts of Interest.** During Associate's employment with Company, Associate agrees not to become involved, directly or indirectly, in a situation that a reasonable person would recognize to be a conflict of interest with Company. If Associate discovers, or is informed by Company, that Associate has become involved in a situation that is an actual or likely conflict of interest, Associate will take immediate action to eliminate the conflict. Company's determination as to whether or not a conflict of interest exists will be conclusive.

**3.3 Return of Company Property.** When Associate's employment with Company ends, or at the earlier request of Company, Associate agrees to immediately return to Company all Company property in Associate's possession, custody or control, including, but not limited to, anything containing Confidential Information, such as books, notes, plans, documents, records, drawings, specifications, blueprints, reports, studies, notebooks, computers, drives, files, discs, video, photographs, audio recordings, PDAs, tablets, Blackberry, iPhone and Android devices, mobile telephones or other devices used to store electronic data (including any and all copies) whether made by Associate or which came into Associate's possession concerning the business or affairs of Company. Upon Company's request, Associate agrees to provide Company with a written acknowledgment confirming that Associate has returned all Company property and Confidential Information. Associate agrees to comply with Company's exit interview procedures.

**3.4 Non-Disclosure.** During Associate's employment with Company and for five (5) years after Associate's employment ends, Associate will not disclose Confidential Information to any person or entity either inside or outside of Company within any state, province, territory or other location in which Company conducts business other than as necessary in carrying out Associate's duties and responsibilities for Company, nor will Associate use, copy or transfer Confidential Information other than as necessary in carrying out Associate's duties and responsibilities for Company, without first obtaining Company's prior written consent. Nothing in this Agreement prohibits Associate from providing information to any administrative or governmental agency, or from testifying under the power of a subpoena issued from a court of competent jurisdiction. In the event a court concludes that the above post-employment restriction is unreasonable, Associate's non-disclosure obligations under this Section 3.4 will expire three (3) years after Associate's employment with Company ends.

**3.5 Non-Solicitation (Employees and Others).** During Associate's employment with Company, and for nine (9) months after Associate's employment ends, Associate will not Solicit any employee, consultant, agent or independent contractor of Company to obtain employment with or perform services for another person or entity including, but not limited to, a Competitor. This restriction is limited to any employee, consultant, agent or independent contractor of Company that Associate had contact with during Associate's employment or with whom Associate had knowledge of by virtue of Associate's access to Confidential Information. In the event a court concludes that the above post-employment restriction is unreasonable, Associate will not Solicit any employee, consultant, agent or independent contractor of Company to obtain employment with or perform services for another person or entity including, but not limited to, a Competitor, for six (6) months after Associate's employment with Company ends.

**3.6 Non-Solicitation (Customers).** During Associate's employment with Company, and for nine (9) months after Associate's employment ends, Associate will not Solicit on behalf of a Competitor any customers or potential customers of Company with whom Associate had Material Contact. In the event a court concludes that the above post-employment restriction is unreasonable, Associate will not Solicit on behalf of a Competitor any customers or potential customers of Company with whom Associate had Material Contact for six (6) months after Associate's employment with Company ends.

**3.7 Notice to New Employers.** During Associate's employment with Company, and for nine (9) months after Associate's employment ends, Associate agrees to provide a copy of this Agreement to any and all prospective employers before accepting an offer of employment.

**3.8 Intellectual Property.** Associate agrees that all work product, including, but not limited to, deliverables, business continuity planning programs, designs, installation drawings, drawings, reports, calculations, maps, photographs, computer programs, code, software, development, systems design, specifications, notes, data, location lay-outs, services and any other pertinent data, in whatever form of media, specifically prepared, produced, created and/or authored by Associate are works for hire (collectively "Work") and are the exclusive property of Company. To the extent title to any Work may not, by operation of law, vest in Company or may not be considered works for hire, Associate irrevocably grants all right, title and interest in the Work to Company. Company may obtain, and hold in its own name, copyrights, registrations or such other protections as may be appropriate to the subject matter of the Work. Upon Company's request, Associate agrees to give Company, and any person designated by Company, reasonable assistance required to achieve or record the rights in the Work. (Nothing in this paragraph shall require the assignment of any Work which Associate can prove Associate developed entirely on Associate's own time, without the use of any equipment, supplies, facilities or Confidential Information of Company, and which neither results from the work Associate performs for Company nor is related to the business of Company.) In the event Company is unable, after reasonable effort, to secure Associate's signature on any documents needed to apply for or prosecute a Work, Associate hereby irrevocably designates and appoints Company and its duly authorized officers and agents as

Associate's agents and attorneys-in-fact, to act for and on behalf of Associate to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights and other registrations available for protections with the same legal force and effect as if executed by Associate. Associate acknowledges and agrees that Associate is responsible for understanding, complying with and implementing Company's Intellectual Property Policy and Guidelines published by Company as they apply to Associate's position and area of accountability at Company.

4. **Judicial Modification.** If a court determines that any provision of this Agreement is overbroad or unenforceable, the Parties expressly authorize the court to modify or strike the provision and impose the broadest restrictions permissible under the law, without affecting any other provision of this Agreement.

5. **Certain Definitions and Understandings.** The Parties expect that some or all of the duties or responsibilities of Company under this Agreement may be satisfied by its parent, subsidiary, related or successor companies ("Affiliates"). Accordingly, Associate acknowledges that the discharge of any duty or responsibility of Company under this Agreement by one or more of its Affiliates discharges Company's duty or responsibility in that regard. Associate further acknowledges that Associate's obligations under this Agreement will be owed to Company and its Affiliates (collectively referred to as "Company" in this Agreement).

6. **Injunctive Relief.** The Parties agree that, if Associate breaches any term of this Agreement, Company will suffer immediate and irreparable harm and that, in the event of such breach, Company will have, in addition to any and all remedies of law, the right to an injunction, specific performance and other equitable relief.

7. **Assignment.** Company may assign this Agreement upon written notice to Associate. Associate's rights and obligations under this Agreement are personal to Associate and may not be assigned.

8. **Waiver of Breach.** The waiver by any Party of a breach of any provision of this Agreement will neither operate nor be construed as a waiver of any subsequent breach.

9. **Attorneys' Fees and Costs.** The Parties agree that, if Associate is found to have breached any term, provision or section of this Agreement, Company will be entitled to recover the attorneys' fees and costs it incurred in enforcing this Agreement.

10. **Governing Law.** The laws of the State of Arizona shall govern this Agreement.

11. **Entire Agreement, No Oral Amendments.** This Agreement replaces and merges all previous agreements and discussions relating to the subjects addressed in this Agreement and it constitutes the entire agreement between the Parties in that regard. This Agreement may not be modified except by a written agreement signed by Associate, or Associate's representative, and an authorized representative of Company.

**THE PARTIES, INTENDING TO BE BOUND, EXECUTE THIS AGREEMENT AS OF THE EFFECTIVE DATE.**

**ASSOCIATE**

Jenna Jordan  
\_\_\_\_\_  
Name:

**COMPANY**

Cody Smith  
By \_\_\_\_\_

Store Leader  
Title \_\_\_\_\_

# **Exhibit E**



## AT-WILL EMPLOYMENT AGREEMENT AND ACKNOWLEDGEMENT OF RECEIPT OF ASSOCIATE HANDBOOK

I have received the associate handbook, and I understand that it applies to my job and to me. I have read and understand the contents of the handbook, and I understand that I have a duty to read the more detailed policies and procedures on Fetch as I have questions or if I need to understand a policy in more depth. I further understand that PetSmart may change, rescind, or add to any policies, benefits, or practices described in the associate handbook from time to time (except at-will employment), in its sole and absolute discretion, with or without prior notice.

**I understand that my employment with PetSmart is at-will.** That means that I may leave PetSmart at any time, for any reason, with or without cause or prior notice. That also means that PetSmart may terminate my employment at any time, with our without cause or prior notice.

I understand that PetSmart alone has the responsibility to manage its worksites, recruit and hire PetSmart associates, set the work schedule, assign and direct the work of PetSmart associates, reclassify associates (including transfers, promotions, or demotions), establish job content, create new job classifications, set and enforce rules and regulations, take corrective action with PetSmart associates (including suspension or termination), and manage the size of the PetSmart workforce (including freezes or layoffs). This means that PetSmart alone has the responsibility, in its sole discretion, to make (with or without good cause) all job decisions concerning my employment, including decisions about my promotion, demotion, transfer, job responsibilities, changes in my compensation (including increases or decreases in my pay or bonus) and any other managerial decisions about my employment.

I understand that PetSmart has a no retaliation policy and that I will not receive corrective action for making any report or complaint of harassment or discrimination.

I understand that nothing in the PetSmart associate handbook changes these terms. I also understand that any agreement contrary to these terms or the policies in the associate handbook must be in writing and signed by a duly authorized officer of PetSmart.

(Signature) Jenna Jordan

(Printed name) Jordan, Jenna Lee

(Title) Pet Care Associate

(Date) 4/11/17, 12:29:03 PM

(Associate ID) \_\_\_\_\_