

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

**JUSTINE GLASSMOYER,**

and

**PETSMART, INC.,**

**Plaintiffs,**

**v.**

**JENNA JORDAN**

and

**PEOPLE FOR THE ETHICAL TREATMENT  
OF ANIMALS, INC. (“PETA”),**

**Defendants.**

**Case No. 18-CA-006083**

**AMENDED COMPLAINT**

**INTRODUCTION**

This case is brought by Plaintiffs Justine Glassmoyer and PetSmart, Inc. (“PetSmart”) against People for the Ethical Treatment of Animals, Inc. (“PETA”) and its paid “undercover” operative, Jenna Jordan, for engaging in a years-long pattern of unlawful conduct intended to damage PetSmart and its employees. Defendants’ unlawful conduct has included animal neglect and unlawful surveillance and the recording of private conversations in areas of PetSmart’s stores not accessible to the public—in breach of Jordan’s employment contracts with PetSmart and in violation of criminal law. The Defendants undertook these activities in furtherance of a campaign to smear PetSmart and its employees with false allegations of animal neglect and abuse.

Because this criminal scheme was clandestine by design, PetSmart has no way to ascertain the full scope of the Defendants’ unlawful and damaging activities. Plaintiffs bring this

action to vindicate their rights under civil law, to recover money damages for PETA and Jordan's criminal conduct, and to ensure the Defendants cease their unlawful conduct.

In support of their Complaint, the Plaintiffs allege 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.

2. Plaintiff Justine Glassmoyer is a natural person who resides in Brandon, Florida. At all times relevant to this complaint, Ms. Glassmoyer was the assistant manager of the Brandon, Florida PetSmart location.

3. Defendant PETA is a militant, activist organization headquartered in Norfolk, Virginia, using its cloak as a non-profit organization to commit criminal wrongdoing to further its fundraising activities and fund its litigation war chest<sup>1</sup> to advance its two goals: (1) ending private ownership of animals and (2) bestowing human rights upon animals.

4. Defendant Jenna Jordan is a natural person and a resident of Hillsborough County, Florida, and is a known PETA operative. Jordan acted under false pretenses to gain access to PetSmart's facilities and to take videos, photographs, and obtain other information under PETA's direction and supervision. In her capacity as a paid PETA operative, Jordan has attempted to infiltrate several other organizations and, as a result, law enforcement officials have documented her unlawful tactics.

---

<sup>1</sup> In 2011, PETA filed suit as next friend to five orca whales against Sea World, alleging that the company enslaved the animals in contravention of the Thirteenth Amendment to the United States Constitution abolishing human slavery. *Tilikum ex rel. People for the Ethical Treatment of Animals, Inc. v. Sea World Parks & Entm't, Inc.*, 842 F. Supp. 2d 1259 (S.D. Cal. 2012) (dismissing PETA's complaint because the Thirteenth Amendment does not apply to animals).

## **JURISDICTION & VENUE**

5. This Court properly exercises personal jurisdiction over Defendant Jenna Jordan because she is a resident of Hillsborough County, Florida, and she committed tortious wrongdoing within the Hillsborough County, Florida.

6. The Court properly exercises personal jurisdiction over Defendant PETA because it committed tortious wrongdoing individually or through its agent within Hillsborough County, Florida.

7. Exercising jurisdiction over the Defendants comports with due process under the federal Constitution and Florida's Constitution because the Defendants operated from Florida and committed unlawful activities in Florida such that maintenance of this suit in Florida comports with traditional notions of fair play and substantial justice, and because the Defendants have, for the reasons stated below, purposefully availed themselves of the privileges of conducting and carrying on business activities in Florida.

8. This Court has jurisdiction over this action because the amount in controversy exceeds \$15,000.00, and venue is proper pursuant to Florida Statute § 47.01 and Florida Statute § 47.051 because Jordan resides in Hillsborough County and these causes of action accrued in Hillsborough County.

## **FACTUAL ALLEGATIONS**

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

9. 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.

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

11. 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.

12. 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.

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

14. 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.

15. 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.***

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

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

18. Last year, PETA's revenue totaled approximately \$50,000,000.00.<sup>2</sup>

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

---

<sup>2</sup> According to PETA's website, its revenue in 2017 totaled \$48,468,512.00.

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 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—Acting on Behalf of PETA—Tricks PetSmart Into Hiring Her in Order to Carry Out Their Smear Campaign Against the Company***

21. 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.

22. 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.

23. PETA uses these false and misleading reports and videos in support of its fundraising efforts to expand its ability to fund criminal and tortious operations in support of its efforts to eliminate pet ownership.

24. At all times relevant to this Complaint, Jordan acted on behalf of and under the direct supervision of PETA, as its operative and agent.

25. At all times relevant to this Complaint, PETA targeted communications and support to Jordan while she was in Florida, to provide funding and logistical support to Jordan to carry out PETA's scheme against PetSmart.

26. As part of her and PETA's coordinated scheme against PetSmart, Jenna Jordan misrepresented material facts to obtain a job with PetSmart, so she could manufacture false claims against the company.

27. Although PetSmart's employment application required Jordan to disclose her present and past employers, Jordan intentionally omitted her employment with PETA.

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

29. 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.

30. As a result, PetSmart hired Jordan and allowed her to have unrestricted access to PetSmart's facilities and confidential and proprietary business information.

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

31. 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.

32. 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.

33. 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**.

34. 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.

35. 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

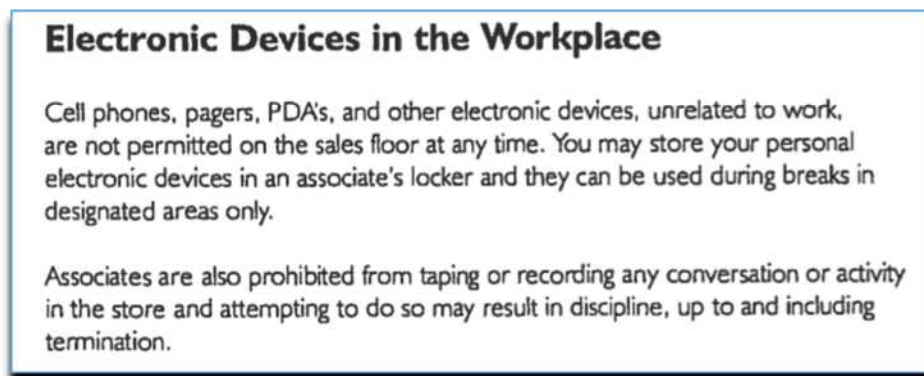
HOTEL AND SALON) MUST BE TAKEN TO THE VETERINARIAN FOR DIAGNOSIS AND TREATMENT RECOMMENDATIONS.”

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

37. 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.”

38. 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 “[i]nhumane treatment of any pet,” and “failure to perform up to PetSmart standards.”

39. 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 Neglecting Animals and Unlawfully Recording PetSmart Personnel***

40. 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.



41. 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.

42. In August 2017, Jordan started work at PetSmart's Brandon, Florida, location.

43. Beginning on her first day of employment at the Brandon, Florida PetSmart, under PETA's direction and supervision, Jordan started recording a number of conversations between herself and the store's assistant manager Justine Glassmoyer.

44. Ms. Glassmoyer never consented to any of these audio recordings.

45. Many of the conversations Jordan recorded on PETA's behalf and under its instruction took place during the hours before and after the PetSmart location was open to customers.

46. Many of the conversations Jordan recorded on PETA's behalf and under its instruction took place in areas of the store which are only accessible to PetSmart employees.

47. These conversations took place on private property and in non-public areas of the store where Ms. Glassmoyer had a reasonable expectation of privacy.

48. Between August and December of 2017, Jordan recorded numerous hours of videos of private conversations on PETA's behalf and under its instruction—some of which were personal in nature and had nothing to do with PetSmart's operations.

49. Jordan provided the unlawfully recorded conversations to PETA.

50. PETA deceptively edited the unlawfully recorded conversations and published the deceptively edited video as part of a promotional video intended to damage and discredit PetSmart.

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

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

52. 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 PETSMART (INCLUDING ADOPTIONS, PET CARE, PETS HOTEL AND SALON) MUST BE TAKEN TO THE VETERINARIAN FOR DIAGNOSIS AND TREATMENT RECOMMENDATIONS.”

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

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

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

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

57. 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 (“FWC”).

58. FWC investigated the allegations Jordan and PETA had made against PetSmart. But FWC 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.

59. FWC officials contacted Daniel Paden—a PETA operative based in Norfolk, Virginia—to obtain copies of the videos.

60. It is clear from the video that PETA deceptively submitted to law enforcement that Ms. Glassmoyer was unaware that she was being recorded.

61. Jordan also submitted a declaration to FWC which alleged that PetSmart management in Brandon, Florida, refused to provide treatment to a parakeet and hamster that purportedly fell ill.

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

63. 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.

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

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

66. FWC conducted an investigation and determined that PetSmart committed no wrongdoing and that PETA and Jordan's allegations were "unfounded."

67. PetSmart management cooperated with the investigation and permitted FWC to access its records from August to December of 2017.

68. FWC'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.

69. FWC determined that PETA and Jordan's accusations were "unfounded" and required no further action.

***As a Result of Jordan's Breach of Contract and the Defendants' Unlawful Recordings, PetSmart Suffered Significant Damages***

70. Untold thousands of PetSmart's current and potential customers viewed PETA's video or otherwise became aware of PETA's false accusations that PetSmart abused the parakeet that Jordan neglected.

71. This damage has taken the shape of diminished sales and loss of customer goodwill.

72. 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.

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

74. The actions or omissions of Jordan and PETA set forth in this Complaint demonstrate malice and insult. Such actions were undertaken by Jordan and PETA with (1) maliciousness, spite, ill will, vengeance, and/or deliberate intent to harm the Plaintiffs, and (2) reckless and wanton disregard for their effects on the Plaintiffs. Jordan and PETA 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**  
**UNLAWFUL RECORDING OF CONVERSATIONS**  
**(violation of section 934.10, Florida Statutes)**

75. The Plaintiffs repeat and re-allege paragraphs 4, 21-26, 29, 30, 32, 39, 41-50, 60, and 70-74 as if set forth fully herein.

76. On numerous occasions between August and December of 2017, PETA instructed Jordan to intentionally record videos containing audio of conversations Jordan had with Ms. Glassmoyer.

77. At PETA's direction and acting as its agent, Jordan intercepted and recorded the conversations surreptitiously and without Ms. Glassmoyer's consent.

78. At PETA's direction and acting as its agent, Jordan then transmitted each of these recordings to PETA's office in Norfolk, Virginia, in furtherance of PETA's public smear campaign against PetSmart.

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

80. Moreover, Ms. Glassmoyer had a reasonable expectation that her oral communications were not subject to interception or recording.

81. These recordings were the proximate cause of significant damage to Ms. Glassmoyer and PetSmart, Inc.—specifically loss of reputation and standing in their respective communities. As a direct result of the Defendants' unlawful recordings, 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, damage to reputation, and loss of customer goodwill.

82. Ms. Glassmoyer and PetSmart, Inc. 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—under PETA's direction and supervision—unlawfully recorded their conversations.

WHEREFORE, Plaintiffs demand judgment against Jenna Jordan and PETA as follows:

- (a) awarding PetSmart and Ms. Glassmoyer the greater of actual damages or liquidated damages of \$100 per day for each day (or \$1,000, whichever is greater) of unlawful recording by PETA and Jordan;
- (b) awarding Plaintiffs all expenses and costs, including attorneys' fees; and
- (c) awarding such other and further relief as the Court deems appropriate.

**COUNT 2**  
**BREACH OF CONTRACT**  
**(Defendant Jenna Jordan)**

83. PetSmart repeats and re-alleges paragraphs 28, 30-55, 58-66, and 70-72, as if set forth fully herein.

84. 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**.

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

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

87. Jordan breached her contract with PetSmart by failing to procure veterinary care for animals that were sick, specifically a parakeet that ultimately died following Ms. Jordan's neglect.

88. Jordan breached her contract with PetSmart by using an electronic device to record audio and video of PetSmart employees and PetSmart's property during her shift.

89. 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, damage to reputation, and loss of customer goodwill.

90. These damages were reasonably contemplated by the parties at the time of the breach.

WHEREFORE, Plaintiffs demand judgment against Jenna Jordan as follows:

- (a) awarding PetSmart monetary damages for Jenna Jordan's breach of contract in an amount to be determined at trial;
- (b) awarding such other and further relief as the Court deems appropriate.

This 30th day of April 2019.

Respectfully Submitted,

/s/ Benjamin N. Hill, III

Benjamin H. Hill, III (FBN: 94585)

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

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

Matthew F. Hall (FBN: 92430)

[Matthew.Hall@hwhlaw.com](mailto:Matthew.Hall@hwhlaw.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*)

Daniel P. Watkins (*pro hac vice*)

Steven J. Harrison (*pro hac vice*)

CLARE LOCKE LLP

10 Prince Street

Alexandria, VA 22314

Telephone: (202) 628-7400

Email: [tom@clarelocke.com](mailto:tom@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  
xxx-xx-6049  
18370 W. Santa Alberta Ln  
Goodyear, Arizona 85338  
United States of America  
520-355-2202  
JJJrdan@gmail.com  
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	Any Time	Any Time	Any Time	Any Time	Any Time	Any Time
To:	Any Time	Any Time	Any Time	Any Time	Any Time	Any Time	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: Judy

Supervisor's Last Name: Mitchell

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: Joseph

Supervisor's Last Name: Solebello

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: Patrick

Supervisor's Last Name: Cray

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: Dana

Supervisor's Last Name: Morgan

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: Larry

Supervisor's Last Name: Bailey

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: Michele

Supervisor's Last Name: Avery

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

MINIMUM REQUIREMENTS	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
<p>I acknowledge and agree that:</p> <p>(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;</p> <p>(b) I will comply with any other confidentiality, non-solicitation or other obligations I may owe to my prior employer(s); and</p> <p>(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.</p>	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):

08/31/1984

\*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:**

5205 Five Acre rd

--

plant city, Florida 33565

United States of America

**Moved In:** February 2014

**Moved Out:** March 2017

**Address:**

2022 E. Mable st.

--

Tucson, Arizona 85719

United States of America

**Moved In:** March 2013

**Moved Out:** January 2014

**Address:**

1910 2nd Dr.

--

Charleston, South Carolina 29407

United States of America

**Moved In:** January 2012

**Moved Out:** January 2013

**Address:**

4440 Anae rd

--

Hanalei, Hawaii 96714

United States of America

**Moved In:** January 2011

**Moved Out:** January 2012

**Address:**

4320 Wailapa RD

--

Kilauea, Hawaii 96754

United States of America

**Moved In:** March 2009

**Moved Out:** January 2011

## 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 or 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) \_\_\_\_\_