

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 BANNOCK STREET DENVER, CO 80202</p> <hr/> <p>STATE OF COLORADO, ex rel. PHILIP J. WEISER, ATTORNEY GENERAL,</p> <p>Plaintiff,</p> <p>v.</p> <p>PETSMART, LLC,</p> <p>Defendant.</p>	<p>DATE FILED November 10, 2025 9:30 AM FILING ID: 5AC57A065D169 CASE NUMBER: 2025CV32668</p> <p>▲ COURT USE ONLY ▲</p>
<p>PHILIP J. WEISER, Attorney General MARTHA U. FULFORD, 53304* Assistant Deputy Attorney General JULIE B. CRAMER, 57111* First Assistant Attorney General HANAH HARRIS, 47485* Senior Assistant Attorney General LAUREN GLEASON, 59002* Assistant Attorney General Ralph L. Carr Colorado Judicial Center 1300 Broadway, 9th Floor Denver, CO 80203 Telephone: 720-508-6000 E-mail: martha.fulford@coag.gov julie.cramer@coag.gov hanah.harris@coag.gov, lauren.gleason@coag.gov *Counsel of Record</p>	<p>Case No.: 2025CV32668</p> <p>Div. 280</p>
<p>STIPULATED CONSENT JUDGMENT</p>	

Plaintiff, Philip J. Weiser, Attorney General of Colorado, in his official law enforcement capacity (“Attorney General”), and Defendant PetSmart LLC (“Defendant”) (together with the

Attorney General, hereinafter referred to collectively as the “Parties,” and each a “Party”) jointly submit this Consent Judgment pursuant to Rule 58(a). This Consent Judgment fully resolves the dispute between the Parties and the Parties request that the Court adopt the Consent Judgment as an Order of the Court.

The Court, having been fully advised in the premises, FINDS, CONCLUDES, AND ORDERS:

- A. That this Court has jurisdiction over the Parties and the subject matter of this action under the grounds alleged in the Complaint filed by the Attorney General for the State of Colorado.
- B. Venue in City and County of Denver is proper pursuant to C.R.S. § 6-1-103; and
- C. That the Parties shall be subject to the following provisions:

1. INTRODUCTION

1.1 The Attorney General filed a complaint against Defendant on July 29, 2025, for alleged violations of the Colorado Consumer Protection Act (“CCPA”), C.R.S. § 6-1-101 et seq., and Colorado Restrictive Employment Agreements Act (“REAA”), C.R.S. § 8-2-113 with regard to PetSmart’s training repayment agreements and related advertising.

1.2 All parties are entering into this Consent Judgment for the purpose of compromising and resolving all of the disputed claims and to avoid the expense of further litigation and without adjudication of any issue of fact or law or finding of liability of any kind, to settle and resolve all matters in dispute arising from the conduct alleged in the Complaint. Nothing contained in this Consent Judgment shall be construed or deemed an admission by PetSmart of any wrongdoing or any violation of state or federal law or regulation including the Colorado Consumer Protection

Act and Colorado Restrictive Employment Agreements Act. PetSmart expressly denies any liability or wrongdoing and is entering into this Consent Judgment to avoid further inconvenience and costs of further litigation.

2. DEFINITIONS

2.1 Unless otherwise stated in this Consent Judgment, all terms included herein shall have the same meaning as they do under the CCPA and the REAA. If a term is undefined in this Consent Judgment and undefined in the CCPA and the REAA, it shall have the same meaning it has under Colorado law.

2.2 Unless context otherwise requires, these terms shall have these meanings:

- a. “Covered Conduct” means the conduct alleged in the Complaint, including without limitation PetSmart’s use of training repayment agreements related to its Grooming Academy and any related advertising, marketing, communications, collection activities, policies, or other conduct associated with those agreements or their enforcement occurring prior to the Effective Date.
- b. “Effective Date” means the date on which the Court enters this Consent Judgment as an order.
- c. PetSmart means PetSmart, LLC and its successors and assigns.
- d. “Released Parties” or “Released Party” means PetSmart, their owner(s), successors, assigns, and past and present directors, officers, employees, representatives, agents, principals, affiliates, parents, subsidiaries, operating companies, predecessors, divisions or other internal organizational units of any kind.
- e. “Releasor” means the Colorado Attorney General.

- f. “Grooming Academy Training Repayment Agreement Provision” or “training repayment agreement” or “training repayment contract” means the agreement related to PetSmart’s grooming training program that obligated a PetSmart employee to pay money for training and/or tools if the employee left PetSmart within two (2) years of the training, and where the amount was reduced by half after the first anniversary of the employee’s start date and then reduced to \$0 after the second anniversary.

3. GENERAL TERMS

3.1 Scope of Final Consent Judgment. This Final Consent Judgment is entered into pursuant to the CCPA and REAA.

3.2 Release of Claims. By execution of this Consent Judgment, the Attorney General agrees that this Consent Judgment constitutes a complete settlement and release of all claims, causes of action, damages, restitution, fines, costs and penalties based on, arising out of, or in any way related to the Covered Conduct prior to the Effective Date to the full extent of the Attorney General’s power and authority to release claims (the “Released Claims”). Notwithstanding any term of this Consent Judgment, any and all of the following forms of liability are specifically reserved and not released under paragraph 3.2:

- a. Any criminal liability that any person or entity, including a Released Party and those working in conjunction with a Released Party, has or may have to the State of Colorado or any governmental unit of the State of Colorado;
- b. Any civil or administrative liability that any person or entity, including a Released Party and those working in conjunction with a Released Party, may have to the

State of Colorado or any governmental unit of the State of Colorado, under any statute, regulation, or rule not expressly released in this Consent Judgment;

- c. Any liability to the State of Colorado for any conduct other than the Covered Conduct;
- d. Any liability for state or federal securities violations;
- e. Any liability for state or federal tax violations (other than tax liability alleged or claims brought against any Released Party in this enforcement action);
- f. Any liability for any state or federal antitrust violations; and
- g. Any liability stemming from enforcement of the terms of this Consent Judgment.

3.3 Preservation of Law Enforcement Action. Nothing herein precludes the Attorney General from enforcing the provisions of this Consent Judgment, including those provisions to ensure compliance, or from pursuing any law enforcement action under the CCPA and REAA with respect to acts or practices of PetSmart not covered by this Consent Judgment.

3.4 Compliance with and Application of State Law. Nothing in this Consent Judgment herein relieves PetSmart of its duty to comply with any federal, state, or local law, regulation, ordinance, or rule. Nothing in this Consent Judgment constitutes authorization by the Attorney General to engage in acts or practices prohibited by such laws. This Consent Judgment is governed by the laws of the State of Colorado.

3.5 No Approval of Conduct. Nothing herein constitutes approval by the Attorney General of PetSmart's conduct, or past or future business practices. PetSmart shall not make any representation contrary to this paragraph.

3.6 Third-Party Claims. Nothing herein shall be construed as a waiver of any rights of third parties including, but not limited to, the rights of consumers to seek restitution or other legal remedies through other actions or proceedings. This Consent Judgment is only for the benefit of the Parties and does not create or confer rights or remedies upon any other person, including rights as a third-party beneficiary. This Consent Judgment does not create a private right of action on the part of any person or entity, whether to enforce this Consent Judgment or otherwise, other than the Parties and their successors in interest.

3.7 Use of Settlement as Defense. Nothing herein shall prevent, or be interpreted to prevent, the Attorney General from taking enforcement action to address acts or conduct occurring after the date of entry of this Consent Judgment that the Attorney General believes to be in violation of the law. The fact that such acts or conduct were not expressly prohibited by this Consent Judgment shall not be a defense to any such enforcement action. Nothing in the Consent Judgment affects PetSmart's right to take legal or factual positions in defense of litigation or other legal proceedings to which the State of Colorado is not a party.

3.8 Use of Settlement in Business Activity. Under no circumstances shall this Consent Judgment, the name of the Attorney General, or the name of any employee of the Attorney General or his representatives be used by PetSmart as an endorsement of any past or present act or conduct of PetSmart.

3.9 Retention of Jurisdiction. This Court retains jurisdiction over this matter, and the Parties, for the purpose of enforcing this Consent Judgment. Any Party may apply to the Court at any time for further orders which may be necessary or appropriate for the construction, interpretation, modification, or execution of this Consent Judgment, the enforcement of

compliance with this Consent Judgment, and/or the punishment of violations of this Consent Judgment.

3.10 Severability. If any provision(s) of this Consent Judgment is found to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction the remaining terms remain valid, legal, and enforceable.

3.11 Successors in Interest. The terms and provisions of this Consent Judgment may be enforced by the current Attorney General and by any of the Attorney General's authorized agents or representatives, as well as by any of the Attorney General's successors in interest and any of his/her/their agents or representatives.

3.12 Execution of Consent Judgment. This Consent Judgment may be executed in counterparts. Electronic signatures shall have the same effect as original signatures so long as the electronic signature otherwise complies with C.R.S. § 24-71.3-101, *et. seq.*

3.13 Attorney's Fees and Costs. Each Party shall bear its own attorney's fees, costs, and expenses in connection with this matter and the Consent Judgment, except that the Attorney General may be entitled to attorney's fees pursuant to C.R.S. § 6-1-113(4) if he successfully enforces this Consent Judgment.

3.14 Amendment. This Consent Judgment may only be amended by written agreement signed by the Attorney General and PetSmart.

3.15 Acknowledgment. PetSmart agrees and acknowledges that it has thoroughly reviewed this Consent Judgment and has had opportunity to confer with legal counsel of its choice regarding this Consent Judgment. PetSmart understands and agrees to the terms of this Consent Judgment and understands that it will be entered as an Order of the Court.

3.16 Representations and Warranties. PetSmart represents that it is financially solvent as of the Effective Date and has the present ability to comply with all of its obligations under this Consent Judgment. The Attorney General relies on these representations as a material inducement to resolve this matter and enter into this Consent Judgment.

3.17 Integration. This Consent Judgment represents the entire agreement between the Parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the Covered Conduct that are not fully expressed herein. In any action undertaken by the Parties, no prior versions of this Consent Judgment and no prior versions of any of its terms that were not entered as an Order of the court in this Consent Judgment may be introduced for any purpose whatsoever.

3.18 Notice. PetSmart is responsible for ensuring that any Person subject to the terms of this Consent Judgment receive sufficient notice of the Consent Judgment. Whenever PetSmart is to provide notice or any other documents to the Attorney General under this Consent Judgment, that requirement shall be satisfied by sending notice to:

Lauren Gleason
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, CO 80203
lauren.gleason@coag.gov

Any notice or other documents to be provided by the Attorney General to PetSmart pursuant to this Consent Judgment shall be sent to:

ATTN: Chief Legal Officer, PetSmart
19601 N. 27th Avenue, Phoenix, AZ 85027
legal@petsmart.com

4. INJUNCTIVE TERMS

4.1 PetSmart has cooperated in the investigation by the Attorney General, and PetSmart voluntarily discontinued the use of the advertisements and training repayment agreements at issue years prior to the effective date.

4.2 Effective immediately, this Court PERMANENTLY ENJOINS PetSmart, their officers, agents, servants, employees, and attorneys and all other persons in active concert or participation with any of them, who receive actual notice of this Consent Judgment by personal service or otherwise, as follows:

- a. PetSmart shall not use agreements with employees that require repayment of training costs upon separation from employment unless such agreements are fully compliant with all applicable laws, including but not limited to the Colorado Restrictive Employment Agreement Act.
- b. PetSmart shall not advertise any employee training program or related offering unless such advertising is fully compliant with all applicable laws including the Colorado Consumer Protection Act.
- c. PetSmart shall notify Colorado employees who entered into a Grooming Academy Training Repayment Agreement Provision or training repayment contract after January 2018 and left their employment less than two years after they participated in the Grooming Academy that (1) they are released from all obligations under the repayment agreement; (2) PetSmart will not take or threaten any collection action against them; (3) and PetSmart will permanently cease collection activities against them.
- d. PetSmart warrants that it directed the third-party debt collection agency to which it made referrals to permanently cease all collection efforts related to the repayment agreements

in Colorado and that PetSmart has taken reasonable steps to ensure any related accounts have been withdrawn or otherwise deactivated so that no further collection activity will occur.

- e. PetSmart warrants that it directed that the third-party debt collection agency to which it made referrals in connection with the repayment agreements to remove negative credit history previously furnished to a consumer reporting agency by that collection agency, if any, and PetSmart confirmed, to the best of its knowledge upon information provided, that these third-party agencies have done so.

5. MONETARY JUDGMENT

5.1 PetSmart shall pay to the STATE the sum of \$225,000.00.

5.2 Within 30 days of the Effective Date, PetSmart shall send payment by check or by electronic funds transfer pursuant to written instructions provided by the Colorado Department of law. Any check shall be made payable to “The Colorado Department of Law” with a reference to “PetSmart”. The payment check(s) shall be delivered via either FedEx, UPS, or USPS, so long as the delivery may be tracked. The mailer containing the payment check(s) shall be addressed to: Martha Fulford, Colorado Department of Law, 1300 Broadway, 9th Floor, Denver, CO 80203.

5.3 Any payment PetSmart makes pursuant to this Consent Judgment to the Colorado Department of Law is to be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General’s sole discretion for reimbursement of the State’s actual costs and attorney’s fees, the payment of restitution, if any, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

5.4 If PetSmart fails to make the payment required by this Consent Judgment, the Attorney General shall be entitled to immediate entry of Judgment against PetSmart for the full amount owed plus interest at the rate of eight (8) percent per annum, as provided in C.R.S. § 5-12-102.

6. ENFORCEMENT

6.1 If the Attorney General has a reasonable basis to believe that PetSmart has engaged in any conduct that may have violated the terms of this Consent Judgment, the Attorney General shall notify PetSmart of the specific objection, and identify with particularity the provision of this Consent Judgment that the practice appears to violate. No later than 35 days after receiving the notice the Attorney General sends pursuant to this paragraph, PetSmart shall provide a written response to the notification that includes either:

- a. PetSmart's explanation for why they are in compliance with the Consent Judgment; or
- b. a detailed explanation of how the alleged violation occurred and a statement explaining how PetSmart intends to remedy the alleged breach, an explanation of efforts undertaken to cure the potential violation, and a schedule for completing the efforts to cure.

Following receipt of PetSmart's written response, PetSmart may request that the Parties confer regarding the alleged violation. If the Parties confer, they shall do so in good faith to reach a resolution about the alleged breach. If PetSmart does not request a conferral, or after the Parties conferred in good faith and failed to reach a resolution, the Attorney General may pursue any legal remedy to enforce the Consent Judgment.

6.2 The preceding paragraph does not apply to PetSmart's obligations to make the monetary payment pursuant to this Consent Judgment.

6.3 Nothing in this Section limits the Colorado Attorney General's Civil Investigative Demand or investigative subpoena authority, and PetSmart reserves all of rights in responding to a Civil Investigative Demand or investigative subpoena issued pursuant to such authority. The Attorney General does not dispute that PetSmart's obligations under the Civil Investigative Demands served prior to the Effective Date have been satisfied.

6.4 This Section 6 does not apply if the Attorney General determines, in his sole discretion, that the specific practice threatens the health, safety, or welfare of the public.

6.5 In any action brought by the Attorney General to enforce this Consent Judgment, PetSmart consents to the exercise of personal and subject matter jurisdiction in the City and County of Denver District Court. PetSmart further consents to domestication of any judgment related to violations of this Consent Judgment in any State Court within the United States.

6.6 Nothing in this Section 6, prevents the Attorney General from pursuing all available remedies allowed by law including, but not limited to, those remedies allowed by C.R.S. § 6-1-112(1)(b) and/or a judgment of contempt, for any violation of this Consent Judgment. The Attorney General may be entitled to attorney's fees pursuant to C.R.S. § 6-1-113(4) if he is successful in proving a violation of this Consent Judgment.

7. REPORTING

7.1 PetSmart must notify the Attorney General of any development that may materially affect compliance obligations arising under this Consent Order, including but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a

successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Judgment; the filing of any bankruptcy or insolvency proceeding by or against PetSmart; or a change in any name or address. PetSmart must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.

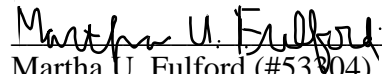
SO ORDERED and SIGNED THIS _____ DAY OF _____, _____.

BY THE COURT

District Court Judge

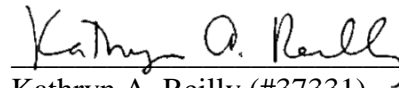
Approved as to Form:

For the Attorney General:



Martha U. Fulford (#53304)
Assistant Deputy Attorney General
Colorado Department of Law

For the Defendant:



Kathryn A. Reilly (#37331)
Wheeler Trigg O'Donnell LLP