

1 ARCH LEGAL, P.C.
Graham S.P. Hollis (SBN 120577)
2 ghollis@archlegal.com
Dawn M. Berry (SBN 292335)
3 dberry@archlegal.com
3555 Fifth Avenue Suite 200
4 San Diego, California 92103
Telephone: 619.692.0800
5 Facsimile: 619.692.0822

6 Attorneys for Plaintiff Alanna Harrison
7
8
9

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

10 Coordination Proceeding Special Title
(Cal. Rules of Ct., Rule 3.550)

Case No.: JCCP5347

PETCO WAGE AND HOUR CASES

**DECLARATION OF DAWN M. BERRY IN
SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

12 Included actions:

13 *Villescas v. Petco Animal Supplies Stores, Inc.,*
14 *et al.*

15 *Lewis v. Petco Animal Supplies Stores, Inc., et*
16 *al.*

17 *Harrison v. Petco Animal Supplies Stores, Inc.,*
18 *et al.*

Date: December 10, 2026
Time: 8:35 a.m.
Judge: Hon. Jeffrey R. Erickson
Dept: V12

Complaint Filed (Lead): March 14, 2023
Trial Date: None Set

1 I, Dawn M. Berry, declare as follows:

2 1. I am an attorney admitted and licensed to practice law in the State of California. I am an
3 associate at ARCH Legal, P.C., the attorneys of record for Plaintiff Alanna Harrison (“Plaintiff Harrison”)
4 in the matter of *Harrison v. Petco Animal Supplies Stores, Inc., et al.*, San Diego County Superior Court
5 Case No. 25CU002376C, which was consolidated with two other matters before this Court as *Petco Wage*
6 *and Hour Cases*, Case No. JCCP5347. I have personal knowledge of the facts stated herein. If called as a
7 witness, I could and would competently testify to such matters.

8 2. I submit this declaration in support of Plaintiffs’ Unopposed Motion for Approval of PAGA
9 Settlement, which seeks an order:

- 10 a. Granting approval of the PAGA Settlement in the amount of \$2,220,000;
- 11 b. Appointing ILYM Group, Inc. as the Settlement Administrator;
- 12 c. Approving Settlement Administration Costs in an amount not to exceed \$30,000 to
13 be paid to the Settlement Administrator;
- 14 d. Awarding total attorneys’ fees in the amount of \$777,000 (35-percent of the Gross
15 Settlement Amount), to be divided equally among Plaintiffs’ Counsel, James
16 Hawkins, APLC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and ARCH
17 Legal, P.C.;¹ and
- 18 e. Awarding litigation costs in the amount of \$15,712.88 to ARCH Legal, P.C.

19 **CASE BACKGROUND AND PROCEDURAL HISTORY**

20 3. On May 12, 2023, Plaintiff Harrison provided written notice to the Labor and Workforce
21 Development Agency (“LWDA”) and Defendant, notifying them of her intent to assert the rights granted
22 to her under the Labor Code’s Private Attorneys General Act of 2004 (“PAGA”). Following the 65-day
23 notice period, Plaintiff Harrison filed a representative action against Defendant in San Diego County
24 Superior Court on August 7, 2023.

25 4. On August 12, 2023, Plaintiff Harrison amended her notice to the LWDA to include
26

27 ¹ The parties have entered into a written Joint Prosecution and Fee Sharing Agreement. Plaintiffs have
28 given their written consent to the fee-sharing agreement. Upon the Court’s request, the fee-sharing
agreement will be made available for an in-camera review.

1 additional factual allegations in support of her claims, including the fact that she and other Groomers were
2 paid on a commission basis, but were not adequately compensated for their rest periods. Plaintiff filed the
3 operative First Amended Complaint on October 12, 2023. Attached as **Exhibit 1** is a true and correct copy
4 of Plaintiff's First Amended Complaint.

5 5. Defendant filed its answer on November 14, 2023, generally denying all allegations in the
6 complaint and asserting various affirmative defenses. On July 31, 2024, Defendant submitted a Petition
7 for Coordination and Request for Stay to the California Judicial Council seeking to coordinate this matter
8 with two other overlapping and earlier-filed PAGA actions against Defendant, *Villescas v. Petco Animal*
9 *Supplies Stores, Inc.*, which was filed on March 14, 2023 in San Bernardino County Superior Court, and
10 *Lewis v. Petco Animal Supplies Stores, Inc.*, which was filed on April 25, 2023 in Orange County Superior
11 Court.

12 6. On June 5, 2025, this Court held a hearing on Defendant's unopposed Petition for
13 Coordination and later issued a Minute Order granting the Petition for Coordination. Shortly thereafter,
14 the parties in all three matters agreed to attend mediation with well-respected wage and hour mediator,
15 Tripper Ortman.

16 7. Prior to mediation, the parties engaged in extensive informal discovery. Defendant
17 produced timekeeping and payroll records for a 25-percent sample of all employees, as well as written
18 policies and procedures. In addition, Defendant produced meal period waivers for many of the employees
19 in the sample.

20 8. On January 9, 2026, the parties attended an all-day mediation with highly experienced and
21 well respected mediator, Tripper Ortman. While the matter did not settle at mediation, the parties
22 ultimately reached an agreement by way of a mediator's proposal.

23 **ARCH LEGAL, P.C.'S CLASS AND REPRESENTATIVE ACTION EXPERIENCE**

24 9. ARCH Legal, P.C. is highly experienced and currently serves as plaintiffs' counsel in
25 approximately fifty wage and hour cases pending in the state. The firm has been appointed as class counsel
26 and has had settlements approved as being fair and reasonable in well over a hundred wage and hour class
27 and representative action lawsuits with claims similar to those alleged here. An updated list of wage and
28 hour cases that my firm has litigated, or is currently litigating, is attached as **Exhibit 2**.

10. Based on my experience, I believe that the settlement before the Court represents a fair, reasonable, and adequate result for the State of California and the Aggrieved Employees. This is particularly true considering the substantial risks Plaintiffs would face in pursuing further litigation.

ATTORNEYS' FEES AND LITIGATION COSTS

11. In accordance with the Settlement Agreement, Plaintiffs request a total award of attorneys' fees in the amount of \$777,000, or 35-percent of the Gross Settlement Amount, to be allocated one-third to James Hawkins, APLC, one-third to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and one-third to ARCH Legal, P.C., plus reimbursement of actual costs incurred.

12. As set forth above, the proposed Settlement before the Court is a great result for the Aggrieved Employees, the State of California, and the general public because it achieves the enforcement objective of the PAGA statute, while providing timely relief to the State and the Aggrieved Employees.

13. ARCH Legal, P.C. has taken on substantial risk and expense in litigating this matter. The firm bore the risk and costs of this action on a pure contingency basis with no guarantee that any of the fees or costs incurred would ever be recovered. ARCH Legal, P.C. was also precluded from taking other fee-generating employment, since this action occupied a significant portion of the firm's time and resources. To date, the firm has not been compensated for any of its time or expenses since this action began.

14. I believe a total attorneys' fees award of \$777,000 is fair and reasonable and is well within the range of what is typically charged in the marketplace, and is in line with other settlements approved in California.

15. ARCH Legal, P.C. keeps contemporaneous billing records, which reflect time billed in one-tenth hour increments. My firm's lodestar to date is \$288,884 which represents a total of 362.3 hours worked on this action. It does not include additional time that will be spent attending the hearing on this motion and assisting with the administration of the settlement.

16. The billing rates for the lawyers and paralegals who primarily worked on this case are as follows:

- | | | |
|---|---|---------|
| ▪ | Graham Hollis/Shareholder/Admitted 1985 | \$1,100 |
| ▪ | Dawn M. Berry/Associate/Admitted 2013 | \$950 |

- Taylor M. Gee/Associate/Admitted 2023 \$525
- Senior Paralegals \$320
- Paralegals \$280
- Case Managers \$260

17. These rates reflect the usual and customary rates charged by my firm for handling complex litigation such as this. Wage and hour litigation forms the vast majority of my firm's current work, and we have developed a high level of skill and competence in this field of litigation. I believe these hourly rates are fair and reasonable given the nature and complexity of this litigation and the experience level of each timekeeper.

18. The hours spent prosecuting this action are not only reasonable but were necessary for the successful prosecution and for the recovery obtained on behalf of the State, the general public and the Aggrieved Employees.

19. The following summarizes the hours spent by the respective timekeepers as part of this litigation:

Timekeeper	Years	Hours	Billable Rate	Lodestar
Graham Hollis /Shareholder	41	61.3	\$1,250	\$76,625
Dawn M. Berry/Associate	13	169	\$950	\$160,550
Taylor M. Gee/Associate	3	50.9	\$525	\$26,723
Senior Paralegals	6+	62.6	\$320	\$20,032
Paralegals	-	7.2	\$280	\$2,016
Case Manager	-	11.3	\$260	\$2,938
TOTAL		362.3		\$288,884

20. All of the time referenced above was well spent on various aspects of litigating this case, including the initial factual and legal investigation, drafting pleadings, appearing for hearing and case management conferences, reviewing and analyzing documents produced by Defendant, preparing the damages analysis and mediation brief, participating in private mediation, negotiating the terms of the finalized Settlement Agreement, and assisting in the preparation of the motion currently before the Court.

21. ARCH Legal, P.C. seeks litigation costs in the amount of \$15,712.88 for costs incurred in connection with this action. ARCH Legal, P.C. maintains accounting records in its ordinary course of business. The costs and expenses identified in the following summary are taken from expense records, receipts, credit card statements, and check records. My firm's litigation costs include filing fees, court fees, postage, attorney services fees, expert fees, and mediation fees. These types of expenses are those which are customarily billed to fee-paying clients and routinely reimbursed. All of the litigation costs incurred by ARCH Legal, P.C. were reasonably and necessarily incurred to effectively prosecute this action. A true and correct copy of a summary of the litigation costs incurred is attached hereto as **Exhibit 3** and is incorporated herein by reference.

Summary by Expense Type	
Document Imaging	\$1.00
DocuSign	\$90
Expert	\$8,650
Filing/Court Fees	\$840.46
Mediator / Arbitration	\$5,000
Online Research	\$551.62
Print - B&W	\$3.15
Telephone/Electronic Communications	\$506.80
Travel	\$45.28
Postage - Certified Mail	\$24.57
Total:	\$15,712.88

22. These amounts represent all of my firm's out-of-pocket expenses. All costs incurred were necessary to the prosecution of this action, would normally have been billed to a client paying for my firm's services on a non-contingency basis, and are reasonable for a case such as this, in which substantial discovery and investigation occurred over the course of three years.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 21, 2026, in San Diego, California.

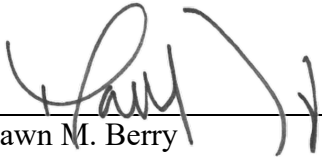

Dawn M. Berry

EXHIBIT 1

1 GRAHAMHOLLIS APC
Graham S.P. Hollis (SBN 120577)
2 ghollis@grahamhollis.com
Vilmarie Cordero (SBN 268860)
3 vcordero@grahamhollis.com
Hali M. Anderson (SBN 261816)
4 handerson@grahamhollis.com
Nathan J. Reese (SBN 283150)
5 nreese@grahamhollis.com
Dawn M. Berry (SBN 292335)
6 dberry@grahamhollis.com
Taylor M. Gee (SBN 349199)
7 tgee@grahamhollis.com
3555 Fifth Avenue Suite 200
8 San Diego, California 92103
Telephone: 619.692.0800
9 Facsimile: 619.692.0822

10 Attorneys for Plaintiff Alanna Harrison

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN DIEGO**

13 ALANNA HARRISON, in her representative
capacity, on behalf of the state of California, the
14 general public, and all aggrieved employees,

15 Plaintiff,

16 v.

17 PETCO ANIMAL SUPPLIES STORES, INC.,
a California company authorized to do business
18 in the state of California; and DOES 1 through
50, inclusive,

19 Defendants.
20

Case No.: 37-2023-00033460-CU-OE-CTL

REPRESENTATIVE ACTION

**FIRST AMENDED COMPLAINT FOR CIVIL
PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(Labor Code section 2698 et seq.)**

22 Plaintiff Alanna Harrison ("Plaintiff") brings this enforcement action in her representative capacity
23 against Defendant Petco Animal Supplies Stores, Inc., and DOES 1 through 50, inclusive (collectively,
24 "Petco" or "Defendant"), on the following grounds:

25 **INTRODUCTION**

26 1. Plaintiff brings this enforcement action under the Private Attorneys General Act of 2004
27 (codified in California Labor Code section 2698 et seq.) ("PAGA") on behalf of herself and all other
28 individuals who currently or formerly performed work with Defendant as a groomer, bather, or pet stylist

1 (collectively referred to herein as “Groomers”) in California during the time period commencing on the
2 date that is one year and sixty-five days prior to the filing of the initial complaint, through and including
3 the date that trial concludes.

4 2. Plaintiff alleges that during the relevant time period, Defendant engaged in a common
5 pattern and practice of wage and hour violations under the California Labor Code (“Labor Code”) and the
6 applicable Industrial Welfare Commission (“IWC”) Wage Order by, among other things:

- 7 a. Failing to provide a signed copy of its written commission plan;
- 8 b. Failing to provide legally compliant meal periods or compensation in lieu thereof;
- 9 c. Failing to authorize or permit legally compliant rest periods or compensation in lieu
10 thereof;
- 11 d. Failing to separately compensate Groomers for non-productive time, including rest
12 breaks;
- 13 e. Failing to provide accurate, itemized wage statements;
- 14 f. Failing to timely pay all wages due and owing upon separation of employment or
15 the required waiting time penalties; and
- 16 g. Failing to maintain accurate employment records.

17 3. By and through this enforcement action, Plaintiff seeks to recover all available remedies
18 including, but not limited to, civil penalties, attorneys’ fees, and litigation costs on behalf of herself and
19 all other Groomers, the general public, and the state of California.

20 4. All allegations in this Complaint are based upon information and belief except those
21 allegations specifically pertaining to Plaintiff or her counsel, which are based upon personal knowledge.
22 Each allegation in this Complaint has evidentiary support or is likely to have evidentiary support after a
23 reasonable opportunity for further investigation and formal discovery.

24 **JURISDICTION AND VENUE**

25 5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure
26 (“Code of Civil Procedure”) section 410.10 and Labor Code section 2698 et seq. Pursuant to Labor Code
27 section 2698 et seq., Plaintiff brings this action, in her representative capacity, on behalf of herself and all
28 other Groomers, as defined herein.

6. This Court has personal jurisdiction over Defendant because Defendant conducts business in the state of California and has caused injuries in the county of San Diego, as well as throughout the state of California, through its acts and/or omissions, and by and through its violations of the Labor Code and relevant IWC Wage Order, as alleged herein.

7. Venue as to Defendant is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5. Defendant, including each fictitiously named defendant, transacts business in the county of San Diego and is otherwise within this Court's jurisdiction for purposes of service of process. Defendant's headquarters are located in San Diego, California. The unlawful acts herein have a direct effect on Plaintiff and all other Groomers within the county of San Diego and throughout the state of California.

THE PARTIES

I. PLAINTIFF

8. Plaintiff Alanna Harrison at all material times mentioned herein:

- a. Was and is a resident of the County of Marin, California;
- b. Was and is employed or otherwise performed work for Petco at various times from approximately 2014 to the present as a pet stylist;
- c. Was and is paid either a base-rate of \$16.44 or commission earnings at 50% of her individual gross weekly sales for services completed, whichever is higher;
- d. Was and is paid on a biweekly basis;
- e. Was not and is not provided with a signed copy of Petco's written commission agreement;
- f. Was not and is not provided with the opportunity to take legally compliant meal periods and/or timely paid premium wages;
- g. Was not and is not authorized or permitted to take legally compliant rest periods and/or timely paid premium wages;
- h. Was not separately compensated for non-productive time, including rest breaks;
- i. Was not and is not furnished with itemized wage statements at the time of each payment of wages;

- j. Contends her employment records are not accurately maintained by Petco;
- k. Has complied with all requirements outlined in Labor Code section 2698 et seq.;
- and
- l. Is an “aggrieved employee” within the meaning of Labor Code section 2699(c).

II. DEFENDANT

9. Defendant Petco Animal Supplies Stores, Inc. is a California corporation authorized to do business, and actually doing business, in the state of California. Defendant owns and operates a nationwide chain of retail stores, including numerous stores throughout California, that specialize in pet supplies and products, training classes, grooming, and other pet-related services. Defendant’s headquarters are located in San Diego, California.

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts or omissions alleged in this Complaint.

11. At all times mentioned herein, the acts alleged to have been done or caused by each named defendant is also alleged to have been done or caused by each of the fictitiously named defendants, and by each of their agents or employees who acted within the scope of their agency or employment.

12. At all times mentioned herein, each defendant, including each fictitiously named defendant, is believed to have acted individually or as an officer, agent, or employee of the other defendants.

13. At all times mentioned herein, each defendant, including each fictitiously named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego, or joint venture for each of the other defendants, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego, or in furtherance of the joint venture.

14. At all times mentioned herein, the acts or omissions of each of the defendants, including

each fictitiously named defendant, concurrently contributed to the various acts or omissions of each and every one of the other defendants, including each fictitiously named defendant, in proximately causing the wrongful conduct, harm, or damages alleged herein. Each of the defendants, including each fictitiously named defendant, approved of, condoned, or otherwise ratified each and every one of the acts or omissions complained herein. Each defendant, including each fictitiously named defendant, was and is acting with authority of each and every other defendant or are acting as agents of each and every other defendant or Doe defendant.

15. At all times mentioned herein, there was a unity of interest and ownership between each defendant, including each fictitiously named defendant, such that all defendants acted as a single employer of Plaintiff and all other Groomers.

16. At all times mentioned herein, each defendant, including each fictitiously named defendant, exercised supervision and control over the wages, hours, or working conditions of Plaintiff and all other Groomers including, but not limited to, implementing standard policies and procedures.

17. At all times mentioned herein, each defendant, including each fictitiously named defendant, caused Groomers, including Plaintiff, to work or prevented Plaintiff and other Groomers from working.

18. At all times mentioned herein, each defendant, including each fictitiously named defendant, had control over Groomers.

19. Each defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein.

20. Each defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

21. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

22. Plaintiff has been employed by Defendant at various times since April 2014. Defendant's pet grooming services are comprised of three positions: pet bathers, pet groomers, and pet stylists. Plaintiff currently works for Defendant as a pet stylist. As a pet stylist, Plaintiff's job duties entail bathing,

grooming, and performing walk-in services like nail trimmings for animals. Plaintiff is compensated on a biweekly basis and earns either a base rate of \$16.44 per hour or a commission based on her individual weekly gross sales on grooming services performed, whichever is higher. Groomers' commission is based on Defendant's Grooming Salon Incentive Plan ("Incentive Plan"). Plaintiff typically works 20 to 32 hours per week.

23. As outlined in Defendant's Incentive Plan, Plaintiff's wages are calculated at a fixed percentage based on her individual weekly gross sales. Defendant pays pet stylists a 50% commission on their weekly gross sales when they outperform the total of Defendant's hourly rate for time worked within the workweek. By way of example, if Plaintiff worked 36 hours at a rate of \$15.00, her commissions would need to exceed \$540.00 (36 x \$15.00), or she would receive only her hourly rate for the workweek. Consequently, if Plaintiff generated \$1,280.00 in sales, she would receive a commission of \$640.00 (50% of her gross sales) since her sales for that workweek were higher than her hourly rate of \$540.00.

24. Plaintiff contends that although Defendant bills its compensation structure as an Incentive Plan, it functions as a commission plan because each Groomer's compensation is based on their individual gross weekly sales.

25. Plaintiff contends that although she received a copy of Defendant's Incentive Plan on October 31, 2019, Defendant has unilaterally revised the Incentive Plan on multiple occasions since then, but failed to provide Plaintiff and other Groomers with a revised version of the plan setting forth the method by which the commissions shall be computed and paid. As a result, Plaintiff and other Groomers are unable to determine whether or not they are being paid correctly. In fact, Plaintiff repeatedly requested an explanation as to how her wages were being calculated, but Defendant failed to provide her with a signed written copy of the Incentive Plan or to even explain it.

26. Plaintiff alleges that while Defendant's Incentive Plan functions as a commission-based compensation plan, Defendant failed to separately compensate Groomers for non-productive time including rest breaks. This effectively penalized Plaintiff and other Groomers for taking their rest breaks because there was a reduction in their wages when they took their rest breaks.

27. Plaintiff alleges that Defendant routinely failed to provide her and other Groomers with the opportunity to take a 30-minute, off-duty, uninterrupted meal period that is free from Defendant's control

1 when they work more than five hours in a workday. Rather, Defendant maintains a policy and practice of
2 prioritizing profits over its employees' breaks. Specifically, Defendant offers customers walk-in
3 appointments in which customers book same-day appointments resulting in minimal to no notice to
4 Groomers. As a result, Plaintiff and other Groomers had to service the customers, which often encroached
5 on their meal and rest periods. Consequently, Groomers, including Plaintiff, were consistently interrupted
6 during their meal periods and/or were required to work through a fraction or the entirety of their meal
7 periods.

8 28. Despite not receiving legally compliant meal periods, Plaintiff asserts that she and other
9 Groomers did not receive premium wages equivalent to an additional hour of pay at their regular rate of
10 compensation for each workday that they were not provided a compliant meal period.

11 29. Similarly, Plaintiff further alleges that Defendant had, and continues to have, a policy and
12 practice of failing to authorize and permit Plaintiff and other Groomers to take an off-duty, uninterrupted,
13 10-minute rest period for every four hours worked or a major fraction thereof. Plaintiff contends as a result
14 of Defendant requiring Groomers to be readily available to perform work duties for walk-in appointments,
15 as well as a compensation structure that discourages them from taking rest breaks in order to avoid a
16 reduction in their wages, she was rarely provided with a legally compliant rest period.

17 30. Because of Defendant's illegal policies and practices described herein, including, but not
18 limited to, failing to separately compensate Groomers for rest breaks and failing to pay premium wages
19 for non-compliant meal and rest periods, Plaintiff asserts that Defendant fails to comply with California
20 law because employees' wage statements inaccurately reflect gross and net wages earned and the
21 applicable hourly rates in effect during the pay period. As a result, Plaintiff contends that Defendant not
22 only violates Labor Code section 226, but also its obligation to maintain accurate employment records
23 pursuant to Labor Code section 1174 and Industrial Welfare Commission ("IWC") Wage Order No. 7-
24 2001.

25 31. Plaintiff alleges that upon information and belief, Defendant had, and continues to have, a
26 policy and practice of willfully failing to pay Groomers all wages due and owing at the time of separation
27 and/or the required waiting time penalties for the late payment of such wages. Plaintiff further contends,
28 based on information and belief, that Defendant did not and has yet to pay any waiting time penalties to

former Groomers for the late payment of final wages.

32. On May 12, 2023, Plaintiff submitted written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant as required by PAGA, informing them of Defendant’s alleged violations of the Labor Code, including the facts and theories to support each violation.

33. Shortly after submitting written notice to the LWDA, and upon further review of her employment records, Plaintiff discovered additional Labor Code violations that were not included in her initial notice. Plaintiff submitted an amended notice to the LWDA on August 7, 2023. The LWDA had until October 11, 2023 to notify Plaintiff of its intent to investigate the alleged Labor Code violations.

34. As of the date of this filing, the LWDA has not provided notice of its intent to investigate Plaintiff’s alleged violations of the Labor Code. Pursuant to PAGA, Plaintiff has the right to pursue, and does so pursue, the asserted claims in her representative capacity on behalf of herself and all other Groomers, the general public, and the state of California, as permitted by Labor Code section 2699.3.

PAGA DESIGNATION

35. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

36. By and through this enforcement action, Plaintiff intends to represent the following aggrieved employees.

All individuals who currently or formerly performed work for Defendant as a bather, groomer, or pet stylist in California during the period commencing on the date that is within one year and sixty-five days prior to the filing of this Complaint through and including the last date of trial (hereinafter the “PAGA” Period”).

37. Groomers (i.e., aggrieved employees) are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

38. A more precise definition of the aggrieved employees may be determined after further investigation and discovery. Plaintiff reserves her right to redefine the group of aggrieved employees as permitted by California law.

39. Pursuant to Labor Code section 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a

1 civil action brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Labor Code section 2699.3. Such civil penalties are in
3 addition to any other relief provided for under the Labor Code and must be allocated 75% to the LWDA
4 and 25% to the aggrieved employees, pursuant to Labor Code section 2699(i).

5 40. Plaintiff is an “aggrieved employee” under PAGA because she is employed by the alleged
6 violator, Petco, and experienced one or more of the alleged violations outlined herein, and therefore is
7 properly suited to represent the interests of other Groomers. (See *Huff v. Securitas Security Services, USA,*
8 *Inc.* (2018) 23 Cal.App.5th 745, 751, 761; *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504,
9 519.)

10 41. Plaintiff alleges that all other Groomers are also “aggrieved employees” under PAGA
11 because Defendant employed them, and all Groomers experienced one or more of the alleged violations
12 outlined herein.

13 42. Pursuant to Labor Code section 2698 et seq., Plaintiff has exhausted her administrative
14 remedies because she complied with the notice requirements outlined in Labor Code section 2699.3. On
15 May 12, 2023, Plaintiff submitted notice to the LWDA and Defendant informing them of Defendant’s
16 alleged Labor Code violations pursuant to PAGA. The LWDA had 65 days to provide notice of whether
17 it intended to investigate the alleged violations. To date, the LWDA has not provided notice of its intent
18 to investigate the alleged violations. Plaintiff thus has the right to pursue, and does pursue, the asserted
19 claims in a representative capacity pursuant to Labor Code section 2699.

20 43. As set forth herein, Defendant has committed, and continues to commit, numerous
21 violations for which the Labor Code and applicable IWC Wage Order entitle Plaintiff, in her representative
22 capacity, to recover, on behalf of herself, all other Groomers, the state of California, and the general public,
23 civil penalties as well as attorneys’ fees and costs from Defendant for the alleged violations.

24 44. Labor Code section 2699(f) imposes a civil penalty of \$100 per pay period, per employee
25 for the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor
26 Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor
27 Code sections 201, 202, 203, 204, 210, 226, 226.7, 512, 558, 1174, 1174.5, 1197.1, 2751, and the
28 applicable sections for IWC Wage Order No. 7-2001. Plaintiff and other Groomers are entitled to, and

1 therefore seek, the civil penalties described in Labor Code section 2699(f) for the violations of law
2 described herein.

3 45. Labor Code section 2699(g)(1) provides that an employee who prevails in a civil action
4 brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As
5 such, Plaintiff, in her representative capacity on behalf of herself and all other Groomers, is entitled to,
6 and therefore seeks, attorneys' fees and costs.

7 **CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **(By Plaintiff, in her Representative Capacity, against Defendant and Does 1-50)**

10 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

11 [Labor Code section 2698 et seq.]

12 46. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
13 paragraphs of this Complaint.

14 47. Plaintiff, in her representative capacity on behalf of herself and all other Groomers, is
15 entitled to and thus seeks to recover civil penalties through an enforcement action based on violations of
16 the following Labor Code or IWC Wage Order provisions:

- 17 a. Failing to provide Groomers with a signed written commission plan during
18 employment in violation of Labor Code section 2751;
- 19 b. Failing to provide legally compliant meal periods or timely pay premium wages for
20 non-compliant meal periods during employment in violation of Labor Code
21 sections 204, 226.7, 512, 558, and IWC Wage Order No. 7-2001, subd. 11;
- 22 c. Failing to provide legally compliant rest periods or timely pay premium wages for
23 non-compliant rest periods during employment in violation of Labor Code section
24 226.7 and IWC Wage Order No. 7-2001, subd. 12;
- 25 d. Failing to separately compensate rest periods during workweeks Groomers were
26 paid on a commission basis in violation of Labor Code sections 226.7, 1197.1, and
27 IWC Wage Order No. 7-2001, subd. 12.
- 28 e. Failing to provide accurate, itemized wage statements in violation of Labor Code

section 226 and IWC Wage Order No. 7-2001, subd. 7(B);

f. Failing to timely pay all wages due upon separation of employment in violation of Labor Code sections 201, 202, 203, 204, and 210; and

g. Failing to maintain accurate employment records in violation of Labor Code sections 1174, 1174.5, and IWC Wage Order No. 7-2001, subd. 7(A).

48. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code section 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff, in her representative capacity on behalf of herself and all other Groomers, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section 210.

49. For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty of \$250 per employee per violation for an initial citation and \$1,000 per employee for each violation in a subsequent citation, in addition to any other penalty provided by law. Plaintiff, in her representative capacity on behalf of herself and all other Groomers, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section 226.3.

50. For violations of Labor Code sections 510 and 512, in addition to any other recovery provided by law, Labor Code section 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Plaintiff, in her representative capacity on behalf of herself and all other Groomers, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section 558.

51. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d). Plaintiff, in her representative capacity on behalf of herself and all other Groomers, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section

1 1174.5.

2 52. Labor Code section 2699(f) imposes a civil penalty of \$100 per pay period, per employee
3 for the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor
4 Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor
5 Code sections 201, 202, 203, 204, 210, 226, 226.7, 512, 558, 1174, 1174.5, 1197.1 and 2751. Plaintiff, in
6 her representative capacity on behalf of herself and all other Groomers, is entitled to, and therefore seeks,
7 the civil penalty imposed by Labor Code section 2699(f).

8 53. Labor Code section 2699(g)(1) provides that an employee who prevails in a civil action
9 brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As
10 such, Plaintiff, in her representative capacity on behalf of herself and all other Groomers, is entitled to,
11 and therefore seeks, attorneys' fees and costs.

12 54. Plaintiff, in her representative capacity on behalf of herself and all other Groomers, is
13 entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code sections 218.5,
14 226(e), 1194, 2699(g)(1), and 2802, as well as Code of Civil Procedure section 1021.5 and the "common
15 fund" theory, the "substantial benefit" theory, and the "catalyst" theory.

16 55. Plaintiff, in her representative capacity on behalf of herself and all other Groomers,
17 requests further relief as described in the below prayer for relief.

18 **PRAYER FOR RELIEF**

19 Plaintiff in her representative capacity, prays for judgment against Defendant and in favor of the
20 state of California, Plaintiff, and all other Groomers as follows:

- 21 a. For any and all civil penalties available for the Labor Code violations alleged herein
22 including, but not limited to, civil penalties under Labor Code sections 210, 226.3,
23 558, 1174.5, 1197.1 and 2699(f), and other applicable law;
- 24 b. For an order determining that Plaintiff is entitled to recover a civil penalty of \$100
25 for each aggrieved employee per pay period for the initial violation and \$200 for
26 each aggrieved employee per pay period for each subsequent violation as provided
27 in Labor Code section 2699(f);
- 28 c. For reasonable attorneys' fees and costs of suit to the extent permitted by law

1 including, but not limited to, Labor Code sections 218.5, 226(e), 1194, 2699(g)(1),
2 Code of Civil Procedure section 1021.5, the “common fund” theory, the
3 “substantial benefit” theory, the “catalyst” theory, and other applicable law; and

4 d. For any and all other relief as this Court deems proper and just and is available
5 under Labor Code section 2698 et seq.
6

7 Respectfully submitted,

8 Dated: October 12, 2023

GRAHAM HOLLIS APC

9
10 Bv: _____

Graham S.P. Hollis
Vilmarie Cordero
Hali M. Anderson
Nathan J. Reese
Dawn M. Berry
Taylor M. Gee
Attorneys for Plaintiff Alanna Harrison
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 2

Appointed as Class Counsel¹ for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions*, settled for \$3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.*, settled for \$800,000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.*, settled for \$3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.*, settled for \$60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded \$141,659.07 in fees.
- *Madera v. Universal Alloy Corporation*, settled for \$4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.*, settled for \$972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.*, settled for \$3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.*, settled for \$950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for \$5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.*, settled for \$1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance*, settled for \$225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.*, settled for \$10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

¹ List includes cases filed by ARCH Legal, P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.*, settled for \$490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.*, settled for \$2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation*, settled for \$5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation*, settled for \$1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.*, settled for \$10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.*, settled for \$14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.*, settled for \$2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company*, settled for \$4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions*, settled for \$750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.*, settled for \$600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC*, settled for \$1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.*, settled for \$1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Coombes, et al. v. HR Support*, settled for \$525,000.00 on behalf of approximately 1,190 class members, and Judge Markman awarded 33.33% in fees.
- *Gray v. Moz Designs, Inc.*, settled for \$124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobdy v. Landmark Event Staffing Services, Inc.*, settled for \$245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation*, settled for \$995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.*, settled for \$883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence*, settled for \$1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates*, settled for \$6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport*, settled for \$233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for \$150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.*, settled for \$1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.*, settled for \$1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *AMF Bowling Wage and Hour Cases*, settled for \$4.33 million on behalf of approximately 12,283 class members, and Judge Barmann Jr. awarded 34% in fees.

- *McGough v. Love's Travel Stops & Country Stores, Inc.*, settled for \$3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.
- *Muniz v. Norman Etchison, Inc.* settled for \$350,000 on behalf of 118 employees, Judge Barmann awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company*, settled for \$1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Arong v. Integra Beauty, Inc.*, settled for \$400,000.00 on behalf of approximately 231 class members, and Judge Kuhl awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.*, settled for \$950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.*, settled for \$2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.*, settled for \$625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.*, settled for \$145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.*, settled for \$1,000,000 on behalf of 244 class members, and Judge Riff awarded 40% in fees.
- *Garcia v. Menzies Aviation, Inc.*, settled for \$1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.*, settled for \$900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.*, settled for \$225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.*, settled for \$950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.*, settled for \$1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.

- *Jimenez v. Golden Star Technology, Inc.*, settled for \$114,000 on behalf of approximately 43 aggrieved employees, and Judge Rice awarded 33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for \$9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.
- *Lopez v Infosys Limited*, settled for \$2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33 in fees.
- *Lucarini v. Dresser, Inc.*, settled for \$1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation*, was settled for \$1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.*, settled for \$13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Olmsted v. Mercury Insurance Services, LLC*, settled for \$2.8 million on behalf of approximately 3,838 class members, and Judge Kuhl awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for \$1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC*, settled for \$2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP*, settled for \$1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations*, settled for \$3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services*, settled for \$582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica*, settled for \$2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.*, settled for \$2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.*, settled for \$3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.

- *Whittington v. Eureka Restaurant Group, LLC*, settled for \$200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy*, settled for \$1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.*, settled for \$6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.
- *Wright v. Menzies Aviation, Inc.*, was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Bernardo v. Firstelement Fuel, Inc.*, settled for \$751,000.00 on behalf of approximately 139 aggrieved employees, and Judge Claster awarded 30% in fees.
- *Chima v. Beckman Coulter, Inc.*, settled for \$225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases*, settled for \$6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.*, settled for \$1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.*, settled for \$1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California*, settled for \$1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.*, settled for \$1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.*, settled for \$1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.*, settled for \$600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products*, settled for \$2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.

- *Valenzuela v. Enver Solar, Inc.*, settled for \$575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Becerra v. Moncler USA Retail, LLC.*, settled for \$447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.
- *Digiacomio v. Castelli's Ristorante*, settled for \$225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.*, settled for \$2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.*, (Representative Action), settled for \$650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Steepe v. Responsible Medical Solutions Corp.*, settled for \$629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vega v. Fondomonte California, LLC*, settled for \$775,000.00 on behalf of approximately 242 class members, and Judge Hopp awarded 33.33% in fees.
- *Vest v. Scher Tire, Inc.*, settled for \$3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC*, settled for \$1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC*, settled for \$2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC*, settled for \$650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals*, settled for \$14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.
- *Orosz v. Briarwood Post Acute, LLC*, settled for \$130,000.00 on behalf of 150 class members, and Judge Damrell awarded 33.33% in fees.

- *Vazquez/Bowens v. Calcare, Inc., et al.*, settled for \$1.5 million on behalf of approximately 2,805 class members, and Judge Jones awarded 35% in fees.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.*, settled for \$530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies*, settled for \$650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash*, settled for \$237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.
- *Christensen v. Heartland Express Inc. of Iowa*, settled for \$10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.
- *Jeffries v. Praxair Services, Inc.*, settled for \$373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.*, settled for \$900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.*, settled for \$1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for \$40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for \$350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.*, settled for \$1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.*, settled for \$585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.*, settled for \$1,455,000.00 on behalf of approximately 5,791class members, and Judge David Cohn awarded 33% in fees.

Superior Court for the County of San Diego:

- *Almanza v. Pure Project, LLC*, settled for \$235,000 on behalf of approximately 85 class members, and Judge Smyth awarded 33% in fees.
- *Andrew v. Coronado Brewing Company, INC.*, settled for \$650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arredondo Jr. v. Pinkerton Consulting & Investigations Inc.*, settled for \$1.35 million on behalf of 238 class members, and Judge Pollack awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea*, settled for \$1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Artibee v. Corelogic Credoco, LLC*, settled for \$694,180.00 on behalf of approximately 241 class members, and Judge Bacal awarded 33.33% in fees.
- *Baker v. Select Comfort Retail Corp.*, settled for \$1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for \$650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for \$750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for \$200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC*, settled for \$950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.*, settled for \$1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Buckner v. K.A. McNair Brewing Company, LLC*, settled for \$110,000 on behalf of approximately 75 aggrieved employees, and Judge Bae awarded 35% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe*, settled for \$200,000.00 on behalf of 99 aggrieved employees, and Judge Bacal awarded 33.33% in fees.
- *Cervantes v. TEKsystems Global Services, LLC*, settled for \$63,384 on behalf of approximately 35 aggrieved employees, and Judge McLaughlin awarded 33.33% in fees.

- *Chavez v. Real Time Staffing Services, Inc.*, settled for \$1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.
- *Clancy v. Scripps Health*, settled for \$6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.
- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel*, settled for \$515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC*, settled for \$450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.*, settled for \$150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.*, settled for \$525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co. (Representative Action)*, settled for \$875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, settled for \$800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.*, settled for \$450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.*, settled for \$720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.*, settled for \$2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.*, settled for \$494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for \$822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.*, settled for \$2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.

- *Gomez v. RD Engineering & Construction, Inc.*, settled for \$650,000 on behalf of 212 class members, and Judge Bae awarded 35% in fees.
- *Gonzalez v. Coronado Yacht Club*, settled for \$330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for \$3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.
- *Huerta v. Venture Petroleum Company, Inc.*, settled for \$300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals*, settled for \$1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for \$895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Johnson v. Sun Auto Tire & Service, Inc. fka GB Auto Service, Inc., et al.*, settled for \$1,950,000.00 on behalf of approximately 1,335 class members, and Judge Judy S. Bae awarded 30% in fees.
- *Julio v. L&M Tire Company, Inc.*, settled for \$1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Koleff v. Starside Security and Investigation, Inc.*, settled for \$525,000.00 on behalf of 307 class members, and Judge Mangione awarded 33.33% in fees.
- *Lopez v. Struc Steel, Inc.*, settled for \$55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.
- *Loveless v ASM Affiliates*, settled for \$750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for \$540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.*, settled for \$188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Malveda v. Providien LLC*, settled for \$5,500,000.00 on behalf of approximately 1099 class members, and Judge McLaughlin awarded 35% in fees.

- *Mandell v. Diversified Communications Services, Inc.* (Representative Action), settled for \$50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.
- *Martinez v. San Diego Auto Scrubber, Inc.*, settled for \$500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.*, settled for \$450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.
- *Moreno v. Providence Group, Inc.*, settled for \$775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC*, settled for \$450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.
- *Parvizi v. Classic Residence Management, LP*, settled for \$1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for \$340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for \$150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetto Holdings, LLC.*, settled for \$4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.*, settled for \$750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.*, settled \$325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.
- *Solis v. Check Agencies of California, Inc.*, settled for \$475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Spriggs v. Ortiz Corporation*, settled for \$300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.*, settled for \$150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for \$950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.

- *Uriostegui v. Pacific Drive-Ins, LLC.*, settled for \$590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.
- *Vega v. Scoobeez*, settled for \$2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.*, settled for \$1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.
- *Zamorano v. Piperin Corporation*, settled for \$121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.*, settled for \$6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Reilly v. California Institute of Integral Studies* settled for \$210,000 on behalf of 54 employees, and Judge Schulman awarded 33.33% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for \$1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of San Joaquin:

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.*, settled for \$3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean* (Representative Action), settled for \$205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.
- *Martinez v. Zoo Med Laboratories*, settled for \$600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Coates awarded 33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations* (*Baker Hughes Wage and Hour Cases*), settled for \$2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Adami v. Prime Now LLC.*, settled for \$4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.
- *Allison v. Super Zen, Inc.*, settled for \$235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.
- *Edwards v. Absolute Senior Solutions, et al.*, settled for \$244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.*, settled for \$750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.*, settled for \$1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company*, settled for \$4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for \$7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.*, settled for \$275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of Solano:

- *Apodaca v. Randstad US, LLC.*, settled for \$275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.*, settled for \$2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.
- *Roberson v. Ghiringhelli Specialty Foods*, settled for \$375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness*, settled for \$325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.

- *Stoddart v. Heavy Metal Iron, Inc.*, settled for \$150,000.00 on behalf of approximately 17 aggrieved employees, and the Judge Carringer awarded 25% in fees.
- *Turnage v. Park Management Corporation*, settled for \$400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc.*, settled for \$547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.*, settled for \$800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.*, settled for \$800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.

EXHIBIT 3

Alanna Harrison v. Petco Animal Supplies Stores, Inc.
Summay of Litigation Costs

Date	Description	Billable (\$)	Expense category
04/18/23	Case Evaluation Agreement	\$ 10.00	DocuSign
05/02/23	Retainer and Records Request	\$ 10.00	DocuSign
05/03/23	Client Information Sheet	\$ 10.00	DocuSign
05/04/23	postage for certified mail	\$ 15.80	Postage - Certified Mail
05/09/23	DDT	\$ 46.00	Online Research
05/12/23	DIR_LWDA Receipt - Submission of LWDA letter (Visa purchase)	\$ 75.00	Filing/Court Fees
05/23/23	Postage for certified mail	\$ 7.90	Postage - Certified Mail
06/01/23	Online Research - DMB re Complaint - Thomson Reuters Inv. 848569498-DDR	\$ 12.02	Online Research
06/06/23	7 Grayscale Prints	\$ 2.45	Print - B&W
06/15/23	Online Research - DMB re Complaint - Thomson Reuters Inv. 848569498-DDR	\$ 23.03	Online Research
06/18/23	Grayscale Prints	\$ 0.70	Print - B&W
06/21/23	Online Research - DMB re Complaint - Thomson Reuters Inv. 848569498-DDR	\$ 78.79	Online Research
07/20/23	Online Research - MM re Research for Complaint - Thomson Reuters Inv. 848722723-DDR	\$ 66.79	Online Research
07/28/23	Online Research - DMB re Complaint - Thomson Reuters Inv. 848722723-DDR	\$ 32.85	Online Research
07/28/23	Online Research - MM re Research for Complaint - Thomson Reuters Inv. 848722723-DDR	\$ 20.22	Online Research
08/07/23	Filing/Court Fees - PAGA Complaint for Civil Penalties, Original Summons, Civil Case Cover Sheet - InfoTrack - Order No. 214179, Inv. 120000w9133	\$ 447.95	Filing/Court Fees
08/07/23	Online Research - DMB re Complaint - Thomson Reuters Inv. 848880015-DDR	\$ 60.45	Online Research
08/08/23	Online Research - DMB re Complaint - Thomson Reuters Inv. 848880015-DDR	\$ 116.62	Online Research
08/10/23	Filing/Court Fees - Peremptory Challenge; InfoTrack Order No. 2152622; Inv. 120000w9133	\$ 12.95	Filing/Court Fees
10/10/23	Filing/Court Fees - POS of 30-day Summons & Complaint - Substitute - InfoTrack Order No. 2306155	\$ 12.95	Filing/Court Fees
10/12/23	Postage - Service of Plaintiff's FAC	\$ 0.87	Postage - Certified Mail
10/12/23	Petco Animal	\$ 12.95	Filing/Court Fees
10/12/23	Filing/Court Fees - First Amended Complaint for Civil Penalties under PAGA, POS - InfoTrack Order Number 2313846	\$ 12.95	Filing/Court Fees
10/22/23	Scans	\$ 1.00	Document Imaging
12/14/23	Case Research - Taylor Gee 12/12, 12/14	\$ 94.85	Online Research
01/04/24	Case Management Statement	\$ 12.95	Filing/Court Fees
01/05/24	Filing/Court Fees - San Diego County Superior Court ROA receipt: purchase of complaint in related case	\$ 13.80	Filing/Court Fees
01/19/24	Travel - TMG to/from Court attending hearing - \$13.19*2 - \$26.38	\$ 26.38	Travel
01/25/24	Filing/Court Fees - San Diego County Superior Court ROA receipt - purchase of January 19, 2024, Minute Order	\$ 1.00	Filing/Court Fees
06/14/24	Order Number 3052993	\$ 14.95	Filing/Court Fees
07/09/24	Filing/Court Fees - San Diego County Superior Court ROA - purchase of June 21, 2024 Minute Order	\$ 1.00	Filing/Court Fees
09/23/24	of August 16, 2024 Minute Order	\$ 1.00	Filing/Court Fees
02/14/25	Travel - DMB Appear for Status Conference	\$ 18.90	Travel
02/19/25	Filing/Court Fees - San Diego County Superior Court re purchase of February 7, 2025 minute order	\$ 1.00	Filing/Court Fees

Alanna Harrison v. Petco Animal Supplies Stores, Inc.
Summay of Litigation Costs

Date	Description	Billable (\$)	Expense category
	Notice of Remote Appearance Electronically Filed, Proof of Service		
05/14/25	Order Number 4512025	\$ 22.89	Filing/Court Fees
08/16/25		\$ 22.89	Filing/Court Fees
09/09/25	Mediation set for 1/9/26	\$ 5,000.00	Mediator / Arbitration
09/17/25	Filing/Court Fees - San Diego County Superior Court docket re purchase of August 29, 2025 minute order	\$ 1.00	Filing/Court Fees
	Notice of Change of Firm Name, Proof of Service		
10/06/25	Order Number 5432575	\$ 22.89	Filing/Court Fees
	Notice of Change of Firm Name Filed, Proof of Service		
10/06/25	Order Number 5433371	\$ 22.89	Filing/Court Fees
	Notice of Remote Appearance Electronically Filed		
11/26/25	Order Number 5812565	\$ 22.89	Filing/Court Fees
12/31/25	DocuSign - to client re mediation disclosure form	\$ 20.00	DocuSign
02/05/26	Expert services for mediation damages analysis	\$ 8,650.00	Expert
02/20/26	Notice of Remote Appearance Electronically Filed; Order Number 6411067	\$ 24.89	Filing/Court Fees
04/10/26	DocuSign - to client re JPA	\$ 20.00	DocuSign
04/13/26	Notice of Remote Appearance Electronically Filed, Proof of Service; Order Number 6846008	\$ 24.89	Filing/Court Fees
08/03/26	DocuSign - to client re settlement agreements and tax forms	\$ 20.00	DocuSign
08/24/26	[Estimated] Filing/Court Fees - InfoTrack - Notice of Remote Appearance for DMB's appearance at hearing on motion for approval of PAGA settlement	\$ 24.89	Filing/Court Fees
08/24/26	[Estimated] Filing/Court Fees - InfoTrack - filing request for dismissal in SDSC	\$ 24.89	Filing/Court Fees
08/24/26	[Estimated] Filing/Court Fees - San Bernardino County Superior Court docket re purchase of minute order and order granting motion for approval of PAGA settlement	\$ 5.00	Filing/Court Fees
08/26/26	Telephone/Electronic Communications	\$ 506.80	Telephone/Electronic Communications
Total		\$ 15,712.88	