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on behalf of himself and all others similarly situated
9

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN BERNARDINO**
13

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

15 **PETCO WAGE AND HOUR CASES**

16 Included actions:

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

19 *Lewis v. Petco Animal Supplies Stores, Inc., et*
20 *al.*

21 *Harrison v. Petco Animal Supplies Stores, Inc.,*
22 *et al.*
23
24
25

Case No.: JCCP5347
(Lead Case No. CIVSB2306447)

Assigned for All Purposes to:
Hon. Jeffrey R. Ericson
Dept.: V12

**DECLARATION OF LANCE DACRE IN
SUPPORT OF THE UNOPPOSED MOTION
FOR APPROVAL OF PAGA SETTLEMENT**

Date: December 10, 2026
Time: 8:35 a.m.
Dept.: V12

Complaint Filed (Lead): March 14, 2023
Trial Date: Not Set

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DECLARATION OF LANCE DACRE

I, Lance Dacre, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Robert Villescas (hereinafter referred to as “Plaintiff”). I submit this declaration in support of Plaintiff’s Unopposed Motion for Approval of PAGA Settlement. I have personal knowledge of the facts set forth below and if called to testify regarding them, I could and would do so competently.

2. Plaintiffs were employed by Defendant as non-exempt, hourly employees in California. Defendant Petco operates pet supply stores throughout California and employed non-exempt employees during the relevant time period, including Plaintiffs.

3. On January 6, 2023, pursuant to Labor Code section 2699.3(a), Plaintiff Villescas provided written notice to the LWDA and to Defendant, of the Labor Code violations alleged in the Action. No notice of intent to investigate was received by Plaintiff Villescas from the LWDA. On March 14, 2023, Plaintiff Villescas commenced an Action against Defendant by filing a Complaint in San Bernardino County Superior Court, Case No. CIVSB2306447, alleging various causes of action for wage and hour violations under the California Labor Code.

4. On July 31, 2024, Defendant filed a petition for coordination of the following actions: *Villescas v. Petco Animal Supplies Stores, Inc.*, San Bernardino Case No. CIVSB2306447, *Lewis v. Petco Animal Supplies Stores, Inc.*, Orange County Case No. 30-2023-01321144-CUOE-CXC and *Harrison v. Petco Animal Supplies Stores, Inc.*, San Diego County Case No. 37-2023-00033460-CUOE-CTL. On July 26, 2025, the Court granted Defendant’s Petition for Coordination.

5. During the course of the litigation, Plaintiffs’ counsel engaged in informal discovery of Defendant’s alleged Labor Code violations, which specifically targeted evaluating the strength and value of the PAGA claims in preparation for resolution of this Action. Plaintiffs’ counsel obtained and reviewed documents and data including Plaintiffs’ wage and timekeeping records for a substantial sampling of Aggrieved Employees, relevant employment policies, payroll data, and information sufficient to evaluate the estimated number of Aggrieved Employees and PAGA Pay Periods during the PAGA Period.

1 **6.** Based on the information and documents produced by Defendant, Plaintiffs' counsel
2 was able to evaluate the alleged violations, determine the approximate number of Aggrieved
3 Employees and PAGA Pay Periods, and construct a damages and exposure model for the PAGA
4 claims.

5 **7.** Defendant denies the allegations in the Operative Complaints and disputes any failure
6 to comply with the Labor Code or applicable Wage Orders.

7 **8.** Based on Plaintiffs' counsel's experience in litigating wage and hour representative
8 actions, the investigation conducted and the data obtained were sufficient to evaluate the strength,
9 risks, and potential value of the PAGA claims for purposes of settlement.

10 **9.** On January 9, 2026, the Parties participated in a full day mediation with the reputable
11 employment mediator Tripper Ortman. At the conclusion of the mediation, the Parties did not reach
12 a settlement and a mediator's proposal was made. On January 16, 2026, the Parties accepted the
13 mediator's proposal. After further negotiations and exchanges regarding the proposed settlement
14 agreement, the Parties agreed to the final terms set forth in the PAGA Settlement Agreement. On
15 August 10, 2026, the Settlement Agreement was executed. A true and correct copy of the Settlement
16 Agreement is attached hereto as Exhibit 1 and included by reference.

17 **10.** Plaintiff will submit the Settlement Agreement to the LWDA concurrently with the
18 filing of this Motion, pursuant to Labor Code section 2699(1)(2).

19 **11.** This case addresses alleged violations of employee protections embodied in the
20 California Labor Code—namely, that non-exempt employees: (1) were not paid all wages earned,
21 including proper minimum and/or overtime compensation; (2) were not provided compliant meal
22 and rest periods or paid premium wages in lieu thereof, in violation of Labor Code sections 226.7
23 and 512; (3) were not reimbursed for necessary business expenses; (4) were not given one day of rest
24 in seven days of work; (5) were not provided accurate itemized wage statements, in violation of
25 Labor Code section 226(a); (6) were not timely paid wages due upon separation of employment; (7)
26 failure to pay proper sick pay; and (8) failure to provide proper seating.

27 **12.** The PAGA claims are premised, in part, on allegations that Defendant's payroll and
28 compensation practices resulted in underpayment of wages, including issues relating to the

1 calculation of the regular rate of pay where bonuses were provided, policies that prevented aggrieved
2 employees from being able to sit down when it would not have interfered with their duties, as well as
3 alleged failures to provide compliant meal and rest periods and to provide accurate wage statements.
4 Plaintiffs also contend that such alleged violations give rise to derivative PAGA penalties.

5 **13.** Defendant disputes Plaintiffs' claims and contends that it complied with California
6 law, including paying all wages owed, maintaining lawful compensation practices, providing
7 compliant meal and rest periods, issuing accurate itemized wage statements, timely paying all wages,
8 and reimbursing any necessary business expenses. Defendant further denies that any Aggrieved
9 Employee, including Plaintiffs, are entitled to PAGA penalties.

10 **14.** Defendant maintains that even if the Court were to award penalties, the Court could
11 significantly reduce any such penalties based on the discretionary factors contained in Labor Code
12 section 2699(e)(2) ("In an action by an aggrieved employee . . . a court may award a lesser amount
13 than the maximum civil penalty amount specified by this part if, based on the facts and
14 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary
15 and oppressive, or confiscatory"). These factors weighed heavily in the analysis of the claims.

16 **15.** Based on these factors and defenses, which had the potential to completely eliminate
17 or significantly reduce Plaintiffs' recovery, the range of realistic "litigation outcomes" on Plaintiffs'
18 PAGA claims was defined by an estimated maximum realistic possible liability of approximately
19 \$10,000,000 (assuming Plaintiffs could prove the alleged violations occurred, which Defendant
20 denies). The figure also assumes that there is a 100% violation rate during the PAGA period, such
21 that every pay period involved at least one Labor Code violation, despite disputes regarding
22 Defendant's liability. Plaintiffs' analysis also considers the application of PAGA is to help enforce
23 workplace rules and safety and encourage employer compliance through financial penalties. In
24 applying PAGA, the Court retains discretion to reduce the penalty to encourage compliance without
25 it being unjust or oppressive. Defendant does not concede that any penalty, in whole or in part, is
26 applicable to any of Plaintiffs' alleged claims.

27 **16.** The estimated valuations attributed to the claims for purposes of settlement reflect
28 these risks, defenses, and limitations, and were not aggregated due to the unavailability of stacking.

1 **a. Failure to Pay Wages Due**

2 Plaintiffs' claim for failure to pay all lawful wages owed is premised on allegations that,
3 during the Class Period, Plaintiffs and Aggrieved Employees were not paid for all hours worked
4 during their work shifts while under the control of Defendants. During the PAGA Period,
5 Defendants implemented policies and practices which resulted in Plaintiffs and aggrieved employees
6 working off the clock and without compensation. Plaintiffs allege that they and aggrieved employees
7 were required to work through meal and rest breaks even though they had clocked out, due to the
8 demands of the workload. They were also required to perform pre and post shift work duties while
9 clocked out. Plaintiffs and Aggrieved Employees were not compensated for this work performed
10 "off the clock." Defendant disputes these allegations and contends that it properly calculated all
11 wages owed and fully compensated all non-exempt employees for all hours worked.

12 Taking into consideration the nature of the allegations and Defendant's defenses thereto,
13 including disputes regarding whether any violations occurred and the inability to establish the
14 violation with respect to all of the PAGA Members, challenges in establishing uniform policies or
15 practices giving rise to PAGA penalties, as well as the inherent difficulty in proving liability and
16 damages on a representative basis, this claim was valued in the 10% to 15% violation rate and thus
17 between \$1,000,000 and \$1,500,000 in estimated maximum realistic PAGA penalties.

18 **b. Meal Period Claim**

19 The meal period claim is based on allegations that Defendant did not always provide
20 compliant meal periods to Plaintiffs and Aggrieved Employees. Plaintiffs allege that Defendant
21 failed to ensure that compliant meal periods were provided in accordance with California law. As
22 alleged above, Plaintiffs and Aggrieved Employees were required to miss meal breaks due to the
23 time constraints and demands of their work shifts. Defendant disputes Plaintiffs' allegations and
24 contends that its meal period policies and practices complied with applicable law, including by
25 providing employees with the opportunity to take compliant meal periods and by paying premium
26 wages when required. Defendant further contends that any alleged violations were not widespread
27 and that individual issues would predominate with respect to any determination of liability.

28 Taking into consideration the nature of the claim, Defendant's defenses, and the legal

standards governing meal period compliance, including *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, (“*Brinker*”), this claim poses risks including challenges in establishing that any alleged violations occurred on a uniform or representative basis, as well as Defendant’s contention that it satisfied its legal obligations under California law. Based on these factors this claim was valued in the 5% to 10% violation rate and thus between \$500,000 and \$1,000,000 in estimated maximum realistic PAGA penalties.

c. Rest Period Claim

As with the meal period claim, the rest period violation claim is based on allegations that Defendant did not always authorize and permit compliant rest periods to Plaintiffs and Aggrieved Employees. Plaintiffs allege that Defendant failed to ensure that rest periods were provided in accordance with California law. Defendant disputes Plaintiffs’ allegations and contends that it maintained lawful rest period policies and practices, including authorizing and permitting compliant rest periods. Defendant further asserts that Plaintiffs lack evidence demonstrating that any Aggrieved Employee was denied a compliant rest period, and contends that such claims would require individualized inquiries, particularly given that rest periods are not recorded.

Taking into consideration the nature of the claim, Defendant’s defenses, and the legal standards governing rest period compliance, including *Brinker* this claim was valued in the range of 3% to 7% violation rate and thus between \$300,000 and \$700,000 in estimated maximum PAGA penalties.

d. Failure to Timely Pay Wages

This claim is derivative of the underlying wage and hour claims. Plaintiffs allege that Defendant failed to timely pay all wages due during employment and upon separation. Defendant disputes these allegations and contends that all wages owed—including any minimum wages, overtime wages, and premium wages—were timely paid in accordance with California law. Defendant further maintains that because the underlying wage claims lack merit, any derivative claims for penalties based on alleged untimely payment likewise fail. Taking into consideration the derivative nature of this claim and Defendant’s defenses, this claim was valued at a 0% to 5% violation rate and thus between an estimated maximum \$0 and \$500,000 in realistic PAGA penalties.

1 **e. Failure to Provide Accurate Itemized Wage Statements**

2 This claim is derivative of the underlying wage claims and is based on allegations that
3 Defendant failed to provide accurate itemized wage statements. Plaintiffs allege that wage
4 statements did not accurately reflect hours worked, applicable rates of pay, and total wages earned.
5 Defendant denies these allegations and contends that it provided compliant wage statements in
6 accordance with Labor Code section 226(a). Defendant further asserts that any alleged inaccuracies
7 are dependent on the resolution of the underlying wage claims.

8 Taking into consideration the derivative nature of this claim and Defendant's defenses, this
9 claim was valued at a 0% to 5% violation rate and thus between an estimated maximum \$0 and
10 \$500,000 in realistic PAGA penalties.

11 **f. Failure to Reimburse Expenses**

12 The claim for business expense reimbursement under Labor Code section 2802 is premised
13 on allegations that Defendant failed to reimburse Plaintiffs and Aggrieved Employees for necessary
14 business expenses. Specifically, Plaintiffs allege that Defendant failed to adequately reimburse
15 Plaintiffs and Aggrieved Employees for the use of their personal cell phones and vehicles in the
16 performance of their job duties. Plaintiffs allege that Defendant required aggrieved employees to
17 use their personal cell phone to speak with and respond to managers for scheduling purposes and to
18 use their personal vehicles at times for work related purposes. Defendant disputes this claim and
19 contends that employees were not required to incur unreimbursed business expenses, or that any
20 such expenses were properly reimbursed. Defendant further asserts that resolution of this claim
21 would require individualized inquiries into whether any expenses were incurred and whether
22 reimbursement was required. Taking into consideration the individualized nature of this claim and
23 Defendant's defenses, this claim was valued at 1% to 3% violation rate and thus between an
24 estimated maximum of \$100,000 and \$300,000 in realistic PAGA penalties.

25 **g. Failure to Provide Suitable Seating**

26 The claim for failure to provide suitable seating is based on allegations that Defendant did
27 not provide suitable seating, or any seating at all, for Plaintiffs and the aggrieved employees when
28 the nature of the work reasonably permitted sitting. Defendant denies these allegations and asserts

1 that the nature of the work did not permit sitting and if it did, seating was made available. Defendant
2 further asserts that resolution of this claim would require individualized inquiries into whether or not
3 seating was provided at all locations and for all aggrieved employees. Taking into consideration the
4 derivative nature of this claim and Defendant's defenses, this claim was valued at a 1% to 5%
5 violation rate and thus between an estimated maximum \$100,000 and \$500,000 in realistic PAGA
6 penalties.

7 **17.** The above factors and analysis, including the potential for the PAGA claims to be
8 completely eliminated or significantly reduced, weigh heavily in favor of resolution by way of the
9 compromise set forth in the Settlement. In the view of Plaintiffs' counsel, the benefit conferred by
10 the proposed Settlement is fair, reasonable, and adequate under the circumstances, as it reflects a
11 reasoned compromise which takes into consideration the risks inherent in this case, including the
12 potential for no recovery.

13 **18.** Plaintiffs recognize the expense and length of continued proceedings necessary to
14 litigate the matter through trial and any possible appeals and have also considered the uncertainty
15 and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation
16 based upon the burdens of proof. Plaintiffs are also aware of the burdens of proof necessary to
17 establish liability, both generally and in response to Defendant's defenses thereto, and the difficulties
18 in establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiffs, the
19 State of California, and the other purported Aggrieved Employees. Additionally, there is a real
20 possibility that Plaintiffs would recover nothing, either individually or on behalf of the State of
21 California or other Aggrieved Employees, after years of costly and labor-intensive litigation.
22 Avoiding these risks and the likelihood of future contentious litigation, which would involve
23 significant costs, favors settlement.

24 **19.** The LWDA was provided notice of this Motion and the Settlement Agreement as
25 evidenced by the proof of service for the Motion for Approval of PAGA Settlement.

26 **20.** The parties' contractual agreement to pay counsel's attorneys' fees is reasonable.
27 James Hawkins APLC firm has been one of the Plaintiffs' law firms to represent Plaintiffs and the
28 Aggrieved Employees in this matter, and we have borne the risk and cost of this litigation on a pure

1 contingency basis. To date, James Hawkins, APLC has not received any compensation and expended
2 litigation costs on behalf of the Plaintiffs and the Aggrieved Employees. PAGA action contingency
3 cases are inherently risky. Upon retention, James Hawkins, APLC makes a commitment to litigate
4 the case through trial. These types of cases can take years, hundreds of hours of work and cost an
5 enormous amount of money; these risks are known upon retention. The risks involved coupled with
6 the contingency basis of this case further support counsels' request for attorneys' fees and costs.

7 **21.** Over the past twenty plus years, attorneys at James Hawkins APLC have represented,
8 mediated, and settled many other class actions filed by employees alleging wage and hour violations
9 and have knowledge of the strengths and weaknesses of the claims pled and defenses available in
10 this case and the benefits of the proposed settlement under the circumstances of the case.

11 **22.** James Hawkins APLC has a great deal of experience in wage and hour class action
12 litigation. The law firm and its lawyers have obtained certification of multiple classes, have been
13 approved as class counsel in many other wage/hour class actions, and currently litigating numerous
14 others. Although not an all inclusive list, over the years the law firm has prosecuted the following
15 class and/or PAGA action matters as lead and/or co-lead counsel, all of which implicated similar law
16 and facts to those associated with this action:

17 **a.** *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-2009-
18 00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium wages for meal
19 period and rest periods and resultant penalties. Class Notice pending.

20 **b.** *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
21 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-classification
22 of insurance claims adjusters employed by Gallagher Bassett, a third party administrator (TPA) in
23 the State of California. Certification granted. Plaintiffs' counsel co-lead counsel. Case settled,
24 Final Approval granted, no objections and funds fully distributed.

25 **c.** *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
26 Wage and Hour Class Action case seeking past wages for "off the clock", overtime and meal and
27 rest break violations for production workers in the State of California. Plaintiff's Counsel appointed
28 as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

1 **d.** *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
2 Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail
3 employees in the State of California. Plaintiff's counsel appointed co-lead counsel. Case settled,
4 Final Approval granted, no objections and funds fully distributed.

5 **e.** *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
6 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period
7 violations for retail employees in the State of California. Plaintiff's Counsel appointed as Lead
8 Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

9 **f.** *West v Iron Mountain Information Management, Inc, et. al.;* Los Angeles County
10 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for
11 overtime, meal and rest break violations for driver employees in the State of California. Settlement
12 for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award confirmed.
13 Plaintiff's counsel, lead trial counsel and class counsel.

14 **g.** *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
15 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal
16 and rest breaks violations for production employees in the State of California. Plaintiff's counsel
17 appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully
18 distributed.

19 **h.** *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
20 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for
21 overtime, meal and rest break violations for production employees in the State of California.
22 Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections
23 and funds fully distributed.

24 **i.** *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
25 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break
26 violations for restaurant employees in the State of California. Plaintiff's counsel appointed as lead
27 counsel. Case settled, Final Approval granted and funds fully distributed.

28 **j.** *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case

1 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break
2 violations for security officers in the State of California. Plaintiff's counsel appointed as co-lead
3 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

4 **k.** *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case
5 No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for
6 meal and rest break violations for security officers employed by defendant in the State of California.
7 Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

8 **l.** *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior Court,
9 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest
10 break violations for housekeepers employed by defendant in the State of California. Plaintiff's
11 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
12 fully distributed.

13 **m.** *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT, Case
14 No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period
15 violations for non-exempt employees employed by defendant in the state of California. Case settled.
16 Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.

17 **n.** *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL DISTRICT,
18 Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch
19 employees of defendant in the State of California. Plaintiff's counsel appointed as lead counsel.
20 Case settled and awaiting Final Approval.

21 **o.** *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
22 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of
23 defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled,
24 Final Approval granted, no objections and funds fully distributed.

25 **p.** *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
26 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations
27 for security guards employed by defendant in the State of California. Plaintiff's counsel appointed
28 as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

1 **q.** *Rios v. Sandberg Furniture Manufacturing Co., Inc*, et al., Los Angeles Superior
2 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break
3 violations for production employees employed by defendant in the State of California. Plaintiff
4 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
5 fully distributed.

6 **r.** *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case No.
7 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for
8 restaurant employees employed by defendant in the State of California. Plaintiff's counsel appointed
9 as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

10 **s.** *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC
11 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of
12 managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiff's counsel
13 appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
14 distributed.

15 **t.** *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No.
16 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break
17 violations for retail employees employed by defendant in the State of California. Plaintiff's counsel
18 appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully
19 distributed.

20 **u.** *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
21 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification of
22 managers employed by Defendant in the State of California. Plaintiff's counsel appointed lead
23 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

24 **v.** *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case
25 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break
26 violations for production workers employed by defendant in the State of California. Plaintiff's
27 counsel appointed lead counsel. Cased settled; final approval granted; no objections and funds fully
28 distributed.

1 **w.** *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case
2 No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period
3 violations for production employees employed by defendant in the State of California. Plaintiff
4 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
5 fully distributed.

6 **23.** Mr. Hawkins has been practicing law in California since 1997 and in 2007
7 incorporated his wage and hour class action practice as James Hawkins APCL. Since its inception,
8 Mr. Hawkins has been lead and/or co-lead counsel in hundreds of wage and hour class action and
9 PAGA cases.

10 **24.** Isandra Fernandez, my co-counsel on this matter, has been a member of the Florida
11 Bar since January 1996 and a member of the California Bar since August 2002. Ms. Fernandez has
12 specialized in employment-related litigation, including complex wage and hour civil litigation, since
13 2003.

14 **25.** I have been practicing law in California since 1997 and joined the James Hawkins,
15 APLC law firm in February 2022, and now exclusively litigate plaintiff-related wage and hour class
16 action cases. I have been involved in litigating, mediating and settling numerous wage and hour class
17 and PAGA actions dealing with class sizes ranging from several hundred to several thousand class
18 members in both State and Federal courts.

19 **26.** Ms. Melissa Whitson holds a B.A. in Liberal Studies from California State
20 University Fullerton. Ms. Whitson has been a paralegal in the employment law field for more than
21 20 years.

22 **27.** James Hawkins APLC is a boutique law firm that specializes in wage and hour class
23 actions and is comprised of several seasoned attorneys and staff. The hourly rates for the attorneys
24 who worked on this case, Isandra Fernandez , myself, are respectfully submitted as reasonable rates
25 in line with comparable hourly rates charged by other firms that handle complex litigation in
26 California. These rates have been approved in wage and hour class and PAGA actions by courts in
27 counties throughout California, including, San Bernardino, Los Angeles, Riverside, Sacramento, and
28 Sutter. These hourly rates also fall within the rates of the commonly accepted Laffey Matrix of rates

1 charged by attorneys and paralegals. (A true and correct copy of the Laffey Matrix is attached hereto
2 as Exhibit 2 and included by reference).

3 **28.** Since on or about November of 2022, prior to the inception of the filing of the
4 Villescás Action on March 14, 2023, through the present, James Hawkins APLC has had to, among
5 other things, expend time on the following: engage in numerous discussions with Plaintiff, conduct
6 comprehensive investigations including but not limited to researching Defendant's structure,
7 business relationship, positions, locations; conduct research and analysis regarding potential class
8 members and/or aggrieved employees within the scope of the putative class and potential claims;
9 draft Complaint and PAGA letter; attend status conferences; prepare a discovery plan on PAGA
10 issues related to the case; discussions with Defendant; discussions with counsel in related cases;
11 review and discuss coordination; review extensive documents and information for mediations;
12 discussions with plaintiff and expert regarding the same; attend full day mediation; discuss
13 mediator's proposal with plaintiffs' counsel; draft and exchange multiple drafts of formal settlement
14 agreement and supporting documents; discussions with client and other plaintiff's counsel regarding
15 the same; finalize settlement and class notice; draft, review and revise draft of plaintiffs' PAGA
16 approval motion and supporting documents. A great amount of time and effort has been expended to
17 properly and comprehensively perform the job required of this case and prepare for all contingencies
18 that may arise, regardless of whether the case settles.

19 **29.** The attorneys who have worked on this matter are Mr. Hawkins, Ms. Fernandez and
20 me. My hourly rate is \$925, Ms. Fernandez's hourly rate is \$975 and Mr. Hawkins' hourly rate is
21 \$1,000. The hourly rate for the paralegal, Ms. Melissa Whitson, is \$220. Since the inception of this
22 matter, prior to filing the Complaint, the total amount of attorney time and paralegal time estimated
23 to have been expended and also estimated to be expended in finalizing this matter is 339 hours (Mr.
24 Hawkins 25 hours, Ms. Fernandez 115 hours, Mr. Dacre 189 hours and Ms. Whitson 10) which
25 equates to \$314,150 in total fees.

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30. In the course of this litigation, James Hawkins APLC has incurred costs of \$22,744.18 through the conclusion of this matter. (A true and correct copy of James Hawkins APLC cost invoice is attached hereto as Exhibit 3)

I hereby declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on September 23, 2026, at San Clemente, California.



Lance Dacre

EXHIBIT 1

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Attorney for Plaintiff Robert Villescascas

Additional Counsel Listed on Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ROBERT VILLESCAS, MICHAEL LEWIS, and
ALANNA HARRISON, individually and in a
representative capacity on behalf of the State of
California and all aggrieved employees pursuant
to the California Private Attorneys General Act
(Labor Code § 2699 et seq.);

Plaintiff,

vs.

PETCO ANIMAL SUPPLIES STORES, INC, a
Delaware corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: JCCP5347
(Lead Case No. CIVSB2306447)

**JOINT STIPULATION OF PAGA
SETTLEMENT**

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1 This Joint Stipulation of PAGA Settlement (“Agreement” or “Settlement”) is made and
2 entered into by and between Plaintiffs Michael Lewis and Alanna Harrison (collectively, “Plaintiffs”),
3 on their own behalf, in a representative capacity on behalf of the State of California, and on behalf of
4 all other Aggrieved Employees as defined below, and Defendant Petco Animal Supplies Stores, Inc.
5 (“Defendant” or “Petco”).

6 **DEFINITIONS**

7 1. “Actions” refers collectively to the coordinated proceeding entitled Petco Wage and
8 Hour Cases, JCCP No. 5347, which includes the following court actions: *Robert Villescass v. Petco*
9 *Animal Supplies Stores, Inc.*, San Bernardino County Superior Court Case No. CIVSB2306447;
10 *Michael Lewis v. Petco Animal Supplies Stores, Inc.*, Orange County Superior Court Case No. 30-
11 2023-01321144-CU-OE-CXC; and *Alanna Harrison v. Petco Animal Supplies Stores, Inc.*, San Diego
12 County Superior Court Case No. 37-2023-00033460-CU-OE-CTL.

13 2. “Aggrieved Employee List” means a complete list of all Aggrieved Employees,
14 formatted as a readable Microsoft Excel spreadsheet, that Defendant will diligently and in good faith
15 compile from its records, which shall include the following information for each Aggrieved Employee:
16 (1) full name; (2) last known home address; (3) last known telephone number; (4) social security
17 number or unique employee identifier; (5) total Pay Periods worked during the PAGA Period as a non-
18 exempt employee of Defendant; and (6) any other information reasonably required by the Settlement
19 Administrator in order to effectuate the terms of this Agreement and reasonably available to
20 Defendant.

21 3. “Aggrieved Employees” means all current and former non-exempt employees who
22 were employed by Defendant in the State of California at any time (including employees staffed with
23 Petco by a third-party staffing agency) during the PAGA Period, as that term is defined herein.

24 4. “Aggrieved Employees’ Fund” means twenty-five percent (25%) of the Net Settlement
25 Amount, which shall be distributed to Aggrieved Employees.

26 5. “Agreement” means this Joint Stipulation of PAGA Settlement, including all exhibits
27 and attachments hereto.

28 6. “Attorneys’ Fees and Costs” means the attorneys’ fees, litigation expenses, and costs

incurred by Plaintiffs' Counsel in connection with the prosecution, mediation, and resolution of the Actions, which shall be paid from the Gross Settlement Amount, subject to Court approval.

7. "Complaints" means the operative complaints filed in the Actions.

8. "Court" means the Superior Court of the State of California, County of San Bernardino, including the Coordination Trial Judge presiding over the coordinated proceeding entitled *Petco Wage and Hour Cases*, JCCP No. 5347.

9. "Defendants' Counsel" means Mitchell Silberberg & Knupp LLP, including Adam Levin, Gary McLaughlin, and Nick Baltaxe, counsel of record for Defendant Petco Animal Supplies Stores, Inc.

10. "Effective Date" means the later of the following: (a) if no objections are filed or made, or if all objections are withdrawn, the date on which the Court enters an order granting final approval of this Agreement; (b) if no appeal is filed, the date upon which the time to appeal the Court's approval order has expired; or (c) if any timely appeal is filed, the date of final resolution or withdrawal of such appeal in a manner that does not alter the material terms of this Agreement.

11. "Eligible Pay Periods" means the total number of pay periods that each Aggrieved Employee worked for Defendant in the State of California during the PAGA Period.

12. "Gross Settlement Amount" means the total settlement amount of Two Million Two Hundred Twenty Thousand Dollars (\$2,220,000.00) to be paid by Defendant in full satisfaction of the Released PAGA Claims, which includes, without limitation, PAGA penalties payable to the California Labor and Workforce Development Agency ("LWDA"), Individual PAGA Payments to Aggrieved Employees, Attorneys' Fees and Costs to Plaintiffs' Counsel, and Settlement Administration Costs, all as provided in this Agreement.

13. "Individual PAGA Payment" means the portion of the Aggrieved Employees' Fund allocated and paid to each Aggrieved Employee pursuant to this Agreement.

14. "LWDA" means the California Labor and Workforce Development Agency.

15. "LWDA Payment" means seventy-five percent (75%) of the PAGA Penalties allocated under this Agreement, which shall be paid to the California Labor and Workforce Development Agency ("LWDA") in accordance with California Labor Code section 2699.

1 16. “Net Settlement Amount” means the portion of the Gross Settlement Amount
2 remaining after the Court-approved deductions for: (a) Attorneys’ Fees and Costs awarded to
3 Plaintiffs’ Counsel; and (b) Settlement Administration Costs.

4 17. “PAGA” means the California Private Attorneys General Act of 2004, California Labor
5 Code sections 2698 et seq.

6 18. “PAGA Notices” collectively refers to the written notices submitted to the Defendant
7 and the LWDA pursuant to California Labor Code section 2699.3, by Plaintiff Villescas on January 6,
8 2023, by Plaintiff Lewis on February 13, 2023, and by Plaintiff Harrison on May 12, 2023 and August
9 7, 2023, and any subsequent or related notices submitted in connection with the Actions, in which
10 Plaintiffs provided notice of the specific alleged violations of the California Labor Code, including
11 the factual bases and legal theories supporting such alleged violations.

12 19. “PAGA Period” means the period commencing on January 6, 2022, one year prior to
13 the filing date of the Villescas PAGA Notice and ending on the date the Court grants approval of this
14 Agreement or as set forth in paragraph 47.

15 20. “Parties” means Plaintiffs and Defendant, collectively.

16 21. “Pay Periods” means the total number of pay periods during the PAGA Period in which
17 an Aggrieved Employee was employed by, and actively worked for, Defendant in a non-exempt
18 position in the State of California.

19 22. “Plaintiffs’ Counsel” means James Hawkins APLC (“Hawkins”); Blumenthal
20 Nordrehaug Bhowmik De Blouw LLP (“BNBD”); and ARCH Legal, P.C. (“ARCH”); counsel of
21 record for Plaintiffs in the Actions.

22 23. “Released Claims” means any and all claims for civil penalties, attorneys’ fees, and
23 costs recoverable under the California Private Attorneys General Act of 2004, California Labor Code
24 sections 2698 et seq., arising during the PAGA Period, which Plaintiffs, the California Labor and
25 Workforce Development Agency, and/or Aggrieved Employees had, have, may claim, or could claim
26 to have against the Released Parties, arising out of or reasonably related to the factual allegations and
27 Labor Code violations alleged in the operative Complaints in the Actions and the PAGA Notices,
28 including, without limitation, alleged claims for failure to pay wages owed, including due to off-the-

1 clock work or rounding, failure to pay overtime wages, failure to properly provide sick pay, failure to
2 properly calculate regular rate of pay, failure to provide meal periods or pay meal period premiums,
3 failure to provide rest periods or pay rest period premiums, failure to provide accurate itemized wage
4 statements, failure to maintain accurate records, failure to pay all earned wages upon separation of
5 employment, failure to pay earned wages in a timely manner during employment, failure to provide
6 suitable seating, failure to regulate workplace temperatures and/or address issues arising from
7 workplace temperatures, failure to provide one day's rest in seven days worked, failure to pay
8 reporting time, failure to separately pay for rest periods and non-productive time, failure to reimburse
9 business-related expenses, failure to provide a written commission agreement, unlawful deductions,
10 and alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 226(a), 226.2,
11 226.3, 226.7, 227.3, 246 et seq., 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1182.12, 1194, 1194.2,
12 1197, 1197.1, 1198, 2751, 2800, 2802, and 6720, California Code of Regulations, Title 8, Section
13 11070, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), California
14 Code of Regulations, Title 8, Section 11070(15), California Code of Regulations, Title 8, Sections
15 3395-3396, and the applicable Industrial Welfare Commission Wage Orders and Code of California
16 Regulations.

17 24. "Released Parties" means Defendant Petco Animal Supplies Stores, Inc., and its past,
18 present, and future direct and indirect parents, subsidiaries, affiliates, divisions, predecessors,
19 successors, assigns, joint venturers, and staffing agencies, and each of their respective past, present,
20 and future officers, directors, members, managers, employees, agents, representatives, attorneys,
21 insurers, partners, investors, shareholders, and administrators.

22 25. "Settlement" means the resolution of the Actions on the terms and conditions set forth
23 and embodied in this Agreement.

24 26. "Settlement Administration Costs" means the reasonable fees and costs payable from
25 the Gross Settlement Amount to the Settlement Administrator for performing the settlement
26 administration services expressly required by this Agreement.

27 27. "Settlement Administrator" means ILYM Group, Inc. The Parties and their counsel
28 represent that they do not have any financial interest in, or other relationship with, the Settlement

1 Administrator that would create a conflict of interest.

2 28. "Settlement Approval Order and Judgment" means an order issued by the Court
3 granting final approval of the Settlement and entering judgment thereon.

4 29. "Settlement Cover Letter" means the cover letter to be mailed by the Settlement
5 Administrator to each Aggrieved Employee along with Individual PAGA Payment checks,
6 substantially in the form attached hereto as **Exhibit A**.

7 **RECITALS**

8 30. On January 6, 2023, Plaintiff Robert Villescas submitted a written notice pursuant to
9 the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section
10 2699.3 (the "Villescas PAGA Notice"), to Defendant Petco Animal Supplies Stores, Inc. and the
11 California Labor and Workforce Development Agency ("LWDA"), alleging violations of various
12 provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders,
13 as more fully described in the Villescas PAGA Notice. The LWDA did not provide notice of its intent
14 to investigate the alleged violations within the statutory period.

15 31. On March 14, 2023, Plaintiff Robert Villescas filed a representative civil action entitled
16 *Robert Villescas v. Petco Animal Supplies Stores, Inc.*, San Bernardino County Superior Court Case
17 No. CIVSB2306447, asserting claims on behalf of the State of California and aggrieved employees
18 pursuant to PAGA, and alleging violations of the California Labor Code and applicable Wage Orders
19 based on the factual allegations set forth therein.

20 32. On February 13, 2023, Plaintiff Michael Lewis submitted a written notice pursuant to
21 PAGA (the "Lewis PAGA Notice"), to Defendant and the LWDA, alleging violations of various
22 provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders,
23 as more fully described in the Lewis PAGA Notice. The LWDA did not provide notice of its intent to
24 investigate the alleged violations within the statutory period.

25 33. On April 25, 2023, Plaintiff Michael Lewis filed a representative civil action entitled
26 *Michael Lewis v. Petco Animal Supplies Stores, Inc.*, Orange County Superior Court Case No. 30-
27 2023-01321144-CU-OE-CXC, asserting claims on behalf of the State of California and aggrieved
28 employees pursuant to PAGA, and alleging violations of the California Labor Code and applicable

1 Wage Orders based on the factual allegations set forth therein. On July 5, 2023, Plaintiff Michael
2 Lewis filed a First Amended Complaint.

3 34. On May 12, 2023, Plaintiff Alanna Harrison submitted a written notice pursuant to
4 PAGA to Defendant and the LWDA, alleging violations of various provisions of the California Labor
5 Code and applicable Industrial Welfare Commission Wage Orders, as more fully described in that
6 notice. The LWDA did not provide notice of its intent to investigate the alleged violations within the
7 statutory period.

8 35. On August 7, 2023, Plaintiff Alanna Harrison submitted a second written notice
9 pursuant to PAGA to Defendant and the LWDA, alleging Petco's failure to separately compensate
10 certain employees for rest periods or other non-productive time, as more fully described in that notice.
11 The LWDA did not provide notice of its intent to investigate the alleged violations within the statutory
12 period.

13 36. On August 7, 2023, Plaintiff Alanna Harrison filed a representative civil action entitled
14 *Alanna Harrison v. Petco Animal Supplies Stores, Inc.*, San Diego County Superior Court Case No.
15 37-2023-00033460-CU-OE-CTL, asserting claims on behalf of the State of California and aggrieved
16 employees pursuant to PAGA, and alleging violations of the California Labor Code and applicable
17 Wage Orders based on the factual allegations set forth therein. On October 12, 2023, Plaintiff Alanna
18 Harrison filed a First Amended Complaint reflecting the additional claims discussed in her October
19 12, 2023 notice.

20 37. On or about July 26, 2025, the Superior Court of California ordered that the *Villescas*,
21 *Lewis*, and *Harrison* actions be coordinated for all purposes under Judicial Council Coordination
22 Proceeding No. 5347, entitled *Petco Wage and Hour Cases*, with the San Bernardino County Superior
23 Court designated as the coordination court.

24 38. Following the filing of the Actions, the Parties engaged in discussions regarding the
25 potential resolution of the Actions and agreed to pursue private mediation. Prior to mediation,
26 Plaintiffs' Counsel diligently investigated the factual and legal basis of the PAGA claims asserted in
27 the Actions, including review of the pleadings, analysis of applicable law, consideration of
28 Defendant's defenses, and expert evaluation of information obtained through informal exchanges and

1 investigation, including a random sampling of the time and payroll records for the Aggrieved
2 Employees.

3 39. On or about January 9, 2026, the Parties participated in a private mediation process
4 conducted by Tripper Ortman, a neutral mediator with extensive experience in complex wage-and-
5 hour and PAGA matters. Although the Parties did not reach an immediate resolution at mediation, Mr.
6 Ortman subsequently issued a mediator's proposal, which the Parties accepted on or about January 16,
7 2026, resolving the PAGA claims asserted in the Actions in principle, subject to the negotiation and
8 execution of a formal settlement agreement.

9 40. In or around April 7, 2026 Plaintiff Villescas passed away, after the Parties had
10 accepted the mediator's proposal and reached a settlement in the Actions in principle but before
11 finalizing and executing a settlement agreement. Despite Plaintiff Villescas' passing, it is the Parties'
12 intention to resolve the claims asserted in the Villescas PAGA Notice and Villescas' complaint, and
13 for counsel for Villescas (Hawkins) to receive a share of attorney's fees and reimbursement for
14 litigation costs as specified in this Agreement to the same extent as if Plaintiff Villescas had survived.

15 41. The Parties conducted the mediation on the understanding that as of the mediation there
16 were approximately 14,516 aggrieved employees and approximately 442,000 pay periods.

17 42. The settlement discussions conducted during and after mediation were undertaken at
18 arm's length and in good faith. This Agreement is the product of serious, informed, and non-collusive
19 negotiations between experienced counsel, taking into account the strengths and weaknesses of the
20 claims and defenses, the risks and costs of continued litigation, and the benefits of prompt resolution.

21 43. Defendant Petco Animal Supplies Stores, Inc. denies the allegations in the Actions and
22 the PAGA Notices, denies any failure to comply with the California Labor Code or Wage Orders, and
23 denies any and all liability. The Parties nevertheless desire to resolve the Actions fully and finally on
24 the terms set forth in this Agreement in order to avoid the burden, expense, and uncertainty of
25 continued litigation.

26 44. Based on their investigation and evaluation of the claims and defenses, Plaintiffs'
27 Counsel believe that the Settlement, including the consideration and terms set forth in this Agreement,
28 is fair, reasonable, and adequate, and serves the best interests of Plaintiffs, the Aggrieved Employees,

1 and the State of California, particularly in light of the risks, uncertainty, and delay associated with
2 continued litigation.

3 45. This Agreement is entered into by and between Plaintiffs, individually and in a
4 representative capacity on behalf of the State of California and Aggrieved Employees, and Defendant,
5 and is subject to approval by the Court. The Parties expressly acknowledge that this Agreement is
6 entered into solely for the purpose of compromising disputed claims and that nothing contained herein
7 shall be construed as an admission of liability, wrongdoing, or fault by Defendant, all of which are
8 expressly denied. The Parties nevertheless desire to resolve the Actions in order to avoid further
9 expense, burden, and uncertainty.

10 **TERMS OF AGREEMENT**

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

13 46. Gross Settlement Amount. Defendant shall pay a total Gross Settlement Amount of
14 Two Million Two Hundred Twenty Thousand Dollars (\$2,220,000.00) to resolve the Actions and the
15 Released Claims. No portion of the Gross Settlement Amount shall revert to Defendant. Subject to
16 approval by the Court, the Gross Settlement Amount shall be allocated as follows:

17 a. Attorneys' Fees and Costs.

18 Attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount
19 (i.e., \$777,500.00), and reimbursement of litigation costs up to **\$48,000** to be
20 determined by the Court, to Plaintiffs' Counsel, which Defendant will not oppose.
21 The Administrator will pay the Attorneys' Fees and Costs payment using one or
22 more IRS 1099 Forms. The payment of the Attorneys' Fees payment shall be
23 allocated as follows: 1/3 to Hawkins; 1/3 to BNBD; and 1/3 to ARCH. The Class
24 Counsel Litigation Expenses Payment shall be allocated between firms based upon
25 the expenses actually incurred by each firm as set forth in the declarations by Class
26 Counsel. Any portion of requested Attorneys' Fees and Costs not awarded by the
27 Court shall be reallocated to the Net Settlement Amount.

28 b. Settlement Administration Costs.

Settlement Administration Costs, estimated not to exceed Thirty Thousand Dollars (\$30,000) to the Settlement Administrator. Any portion of the requested Settlement Administration Costs that are not awarded to the Settlement Administrator or which are not ultimately required to complete administration of the Settlement shall be reallocated to the Net Settlement Amount. This amount may be amended for good cause upon agreement of the Parties.

c. **LWDA Payment.**

Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the California Labor and Workforce Development Agency ("LWDA") in satisfaction of the State of California's share of civil penalties under PAGA.

d. **Aggrieved Employees' Fund.**

Twenty-five percent (25%) of the Net Settlement Amount shall be distributed to Aggrieved Employees on a pro rata basis in accordance with the formula set forth in this Agreement.

47. **Escalator Clause.** The Gross Settlement Amount is based on Defendant's representation that Aggrieved Employees worked approximately 442,000 Pay Periods during the PAGA Period ("Certified Pay Period Count"). If the Settlement Administrator determines that the final number of Pay Periods exceeds the Certified Pay Period Count by more than ten percent (10%) (i.e., more than 486,200 Pay Periods), then Defendant may either elect to (A) end the PAGA Period on the date on which the number of Pay Periods reached 486,200, or (B) increase the Gross Settlement Amount in proportion to the increased percentage above the ten percent (10%) threshold (for example, if such increase in Pay Periods is 12% over 442,000, the Gross Settlement Amount will be increased by 2%).

48. **Tax Allocation.** Because this Settlement resolves claims for civil penalties under PAGA only, and does not resolve claims for unpaid wages, no portion of the Settlement shall be treated as wages. One hundred percent (100%) of the payments made pursuant to this Agreement, including Attorneys' Fees and Costs, LWDA Payments, and Individual PAGA Payments to Aggrieved Employees, shall be treated as non-wage income for tax purposes and shall not be subject to payroll

1 tax withholdings. The Settlement Administrator shall issue IRS Forms 1099 as required by law.

2 49. No Credit Toward Benefit Plans. The Individual PAGA Payments made to Aggrieved
3 Employees pursuant to this Agreement, and any other payments made hereunder, shall not be used to
4 calculate benefits under any benefit plan, including but not limited to retirement plans, 401(k) plans,
5 bonus plans, stock plans, vacation, sick leave, paid time off, or any other employee benefit plan. This
6 Agreement shall not affect any rights or benefits to which any Aggrieved Employee may otherwise be
7 entitled.

8 50. Motion or Application for Approval of the Settlement. Promptly upon execution of this
9 Agreement, Plaintiffs shall file a motion or application requesting entry of an order as follows:

- 10 a. Granting approval of the Settlement and entering judgment thereon;
- 11 b. Approving, as to form and content, the proposed Settlement Cover Letter attached
12 hereto as **Exhibit A**;
- 13 c. Approving Plaintiffs' Counsel's application for an award of attorneys' fees and costs;
- 14 d. Directing the funding and disbursement of the Gross Settlement Amount in accordance
15 with the terms of this Agreement; and
- 16 e. Setting a final compliance hearing date, if required by the Court, at which the Parties
17 shall report that the Gross Settlement Amount has been funded and disbursed in
18 accordance with the terms of this Agreement.

19 Defendant agrees that it will not oppose Plaintiffs' motion or application for approval of the Settlement
20 or delay the hearing thereon, and that it will cooperate with Plaintiffs in obtaining an order approving
21 this Agreement as described herein. Plaintiffs will provide Defendant with drafts of the
22 motion/application and supporting documents at least five business days prior to filing to allow
23 Defendant an opportunity to review and comment on the drafts. The Parties further agree to cooperate
24 in the drafting and filing of any additional documents reasonably necessary to obtain approval and
25 implementation of this Agreement and the payments described herein. The Parties expressly
26 acknowledge that Court approval of the Settlement is a condition precedent to any payments under
27 this Agreement, and that if the Court does not grant approval, this Agreement shall be null and void.
28 However, see ¶¶ 59 and 76 of this Agreement.

1 51. Settlement Administration Process. The Parties agree to cooperate in the administration
 2 of the Settlement and to make reasonable efforts to control and minimize the costs and expenses
 3 incurred in administering the Settlement. The Settlement Administrator shall provide the following
 4 services:

- 5 a. Establish and maintain a Qualified Settlement Fund ("QSF");
- 6 b. Calculate the total number of Pay Periods worked by all Aggrieved Employees during
 7 the PAGA Period;
- 8 c. Calculate the Individual PAGA Payment each Aggrieved Employee is eligible to
 9 receive;
- 10 d. Print and mail the Settlement Cover Letter in English and Spanish;
- 11 e. Print and issue Settlement payment checks;
- 12 f. Conduct address searches for Settlement Cover Letters and Settlement payment checks
 13 returned as undeliverable;
- 14 g. Respond to inquiries from Aggrieved Employees;
- 15 h. Prepare and issue IRS Forms 1099 and any other required tax filings;
- 16 i. Provide declarations or information requested by the Parties or the Court; and
- 17 j. Provide a final accounting declaration confirming completion of the funding and
 18 distribution of the Gross Settlement Amount in accordance with this Agreement.
- 19 k. The Settlement Administrator shall calculate the number of Pay Periods worked by
 20 each Aggrieved Employee based upon Defendant's payroll records, which shall be
 21 presumed correct absent clear and convincing evidence to the contrary.

22 52. Funding of the Gross Settlement Amount. Within sixty (60) calendar days of the
 23 Effective Date ("Settlement Funding Due Date"), Defendant shall deposit the Gross Settlement
 24 Amount into the QSF established by the Settlement Administrator. If the Settlement Funding Due Date
 25 falls on a Saturday, Sunday, or legal holiday in the State of California, the due date shall be extended
 26 to the next business day. Prior to disbursement, the Settlement Administrator shall provide Plaintiffs'
 27 Counsel and Defendant's Counsel with a report detailing all payments to be made pursuant to this
 28 Agreement.

53. Calculation of Individual PAGA Payments. Each Aggrieved Employee shall be entitled to a pro rata share of the Aggrieved Employees' Fund based on the number of Eligible Pay Periods worked during the PAGA Period, as reflected in Defendant's payroll records. Each Aggrieved Employee shall be credited with at least one (1) Eligible Pay Period.

a. The Settlement Administrator shall calculate the total number of Pay Periods worked by all Aggrieved Employees based upon Defendant's payroll records, which shall be presumed correct absent clear and convincing evidence to the contrary.

b. The Settlement Administrator shall calculate each Individual PAGA Payment by dividing the number of Eligible Pay Periods credited to each Aggrieved Employee by the total aggregate number of Pay Periods credited to all Aggrieved Employees, and multiplying that fraction by the Aggrieved Employees' Fund to arrive at each Aggrieved Employee's Individual PAGA Payment.

c. Aggrieved Employees shall not be required to submit a claim form or any additional documentation to receive payment.

d. One hundred percent (100%) of all Individual PAGA Payments shall be treated as civil penalties for tax purposes.

e. Aggrieved Employees may not opt out of or object to the Settlement.

54. Delivery of the Aggrieved Employee List. No later than thirty (30) calendar days after the Court enters an order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with the Aggrieved Employee List. This is a material term of the Agreement. Prior to mailing the Settlement Cover Letters and Individual PAGA Payments, the Settlement Administrator shall provide Plaintiffs' Counsel with an anonymized version of the Aggrieved Employee List that discloses only a unique identification number assigned to each Aggrieved Employee and the number of Eligible Pay Periods credited to that Aggrieved Employee during the PAGA Period. Prior to mailing the Settlement Cover Letters and Individual PAGA Payments, the Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employee List to update and correct any known or identifiable address changes.

55. Distribution of Individual PAGA Payments. No later than fourteen (14) calendar days

after the Settlement Administrator's receipt of the Gross Settlement Amount and the Effective Date, the Settlement Administrator shall mail the Settlement Cover Letter and Individual PAGA Payment checks (collectively, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail.

a. For any PAGA Settlement Package returned as undeliverable, the Settlement Administrator shall promptly attempt to locate an updated address for the Aggrieved Employee by performing a skip trace within three (3) business days of receipt of the returned mail, and shall re-mail the PAGA Settlement Package one (1) additional time. Any PAGA Settlement Package returned with a forwarding address shall be re-mailed to the forwarding address within three (3) business days.

b. Individual PAGA Payment checks shall remain valid for one hundred eighty (180) calendar days from the date of issuance. Any funds associated with checks not negotiated within that period shall be transmitted to the California State Controller's Office pursuant to the California Unclaimed Property Law, California Code of Civil Procedure section 1500 et seq., for the benefit of the respective Aggrieved Employees.

56. Distribution of Attorneys' Fees and Costs, Settlement Administration Costs, and LWDA Payment. No later than fourteen (14) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall distribute: (a) Court-approved Attorneys' Fees and Costs to Plaintiffs' Counsel; (b) Court-approved Settlement Administration Costs to the Settlement Administrator; and (c) the LWDA Payment to the California Labor and Workforce Development Agency.

57. Final Distribution Report and Declaration by Settlement Administrator. Within ten (10) calendar days after the Settlement Administrator completes disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator shall provide Plaintiffs' Counsel and Defendant's Counsel with a final report detailing all payments made pursuant to this Agreement, identified by employee identification number (or other unique identifying number) only. At least fourteen (14) calendar days before any compliance deadline set by the Court, the Settlement Administrator shall prepare and provide to counsel a signed declaration under oath suitable for filing with the Court

1 attesting to its completion of all payment obligations under this Agreement. Plaintiffs' Counsel shall
2 be responsible for filing the Settlement Administrator's compliance declaration with the Court.

3 58. Release of PAGA Claims. Upon Defendant's complete funding of the Gross Settlement
4 Amount, and except as to the rights and obligations created by this Agreement, Plaintiffs, Aggrieved
5 Employees, and the California Labor and Workforce Development Agency shall be deemed to have
6 fully, finally, and forever released the Released Parties from any and all Released Claims. This release
7 is limited to PAGA claims arising during the PAGA Period and does not release any non-PAGA
8 claims, including but not limited to any non-PAGA individual claims for unpaid wages, meal or rest
9 period violations, wage statement violations, expense reimbursement, retaliation, harassment,
10 discrimination, wrongful termination, or any other non-PAGA individual or class claims, which are
11 the subject of a separate individual settlement agreement, if any.

12 59. No Prior Assignments. Plaintiffs represent and warrant that they have not assigned,
13 transferred, or purported to assign or transfer any personal interest they may have in the Released
14 Claims under this Agreement. Plaintiffs shall be solely responsible for satisfying any liens, claims, or
15 assignments asserted against any portion of any payments made to Plaintiffs or Plaintiffs' Counsel
16 under this Agreement and shall indemnify and hold the Released Parties harmless from any claims,
17 damages, penalties, fines, fees, assessments, or costs arising from any such lien or assignment asserted
18 against Plaintiffs' recoveries.

19 60. Nullification of Agreement. The Parties and their counsel expressly acknowledge that
20 the Court's approval of the Settlement is a condition precedent to any payments described in this
21 Agreement and pledge their good faith and fair dealing in supporting approval of the Settlement by
22 the Court. In the event that: (a) the Court does not grant approval of the Settlement as provided herein;
23 (b) the Court strikes or does not approve any material term of this Agreement; or (c) the Settlement
24 does not become final as written and agreed to by the Parties for any other reason, then this Agreement,
25 and any documents generated to bring it into effect, shall be null and void, all amounts deposited into
26 the Qualified Settlement Fund shall be returned to Defendant, and the Parties shall be returned to their
27 original respective positions prior to the Settlement and shall proceed in all respects as if this
28 Agreement had not been executed. Any order or judgment entered by the Court in furtherance of this

1 Agreement shall likewise be treated as void from the beginning. Notwithstanding this provision, the
2 Parties agree that they shall make a good faith effort to resolve any issues raised by the Court prior to
3 invoking their right to nullify the Settlement under this provision. However, in no event shall
4 Defendant be obligated to agree to any changes that are unacceptable to Defendant or would require
5 Defendant to pay more than the Gross Settlement Amount specified in this Agreement.

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

9 62. Entire Agreement. This Agreement and any attached exhibits constitute the entire
10 agreement between the Parties regarding the subject matter hereof. No prior or contemporaneous
11 written or oral agreements, negotiations, or understandings shall be deemed binding on the Parties
12 unless expressly set forth in this Agreement.

13 63. Amendment or Modification. This Agreement may be amended or modified only by a
14 written instrument signed by counsel for all Parties or their successors-in-interest and, as applicable,
15 approved by the Court.

16 64. Authorization to Enter into Agreement. Counsel for all Parties warrant and represent
17 that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
18 to take all appropriate action required or permitted to be taken by such Parties pursuant to this
19 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms
20 of this Agreement. The Parties and their counsel will cooperate with each other and use their best
21 efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on
22 the form or content of any document needed to implement the Settlement, or on any supplemental
23 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek
24 the assistance of the Court and/or Mediator Tripper Ortman to resolve such disagreement.

25 65. Binding on Successors and Assigns. This Agreement shall be binding upon, and shall
26 inure to the benefit of, the successors and assigns of the Parties hereto.

27 66. Governing Law. This Agreement shall be governed by and interpreted in accordance
28 with the laws of the State of California, without regard to principles of conflict of laws; provided,

1 however, that parol evidence shall not be admissible to alter, vary, or supplement the terms of this
2 Agreement.

3 67. Execution and Counterparts. This Agreement is subject to execution by all Parties. The
4 Agreement may be executed in one or more counterparts, each of which shall be deemed an original,
5 and all of which together shall constitute one and the same instrument. Facsimile, PDF, scanned, or
6 electronic signatures shall be deemed valid and binding for all purposes.

7 68. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
8 Agreement constitutes a fair, adequate, and reasonable settlement of the Actions and that it was
9 reached after arm's-length negotiations in the context of adversarial litigation. The Parties further
10 acknowledge that they are each represented by competent counsel and have had an opportunity to
11 consult with their counsel regarding the fairness and reasonableness of this Settlement.

12 69. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
13 the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent
14 with applicable law, so as to render all provisions of this Agreement valid and enforceable.

15 70. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
16 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
17 In entering into this Agreement, the Parties do not admit, and specifically deny, that they have violated
18 any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
19 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated
20 or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
21 conduct. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations
22 connected with it, shall be construed as an admission or concession by the Parties of any such
23 violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce
24 the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or
25 received as evidence in any action or proceeding, whether in a court of law, arbitration, or
26 administrative agency, to establish any liability or admission on the part of the Parties or to establish
27 the existence of any condition constituting a violation of, or a non-compliance with, federal, state,
28 local or other applicable law.

1 71. Captions. The captions and section numbers in this Agreement are inserted for the
2 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
3 provisions of this Agreement.

4 72. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
5 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
6 further waiver by such party of the same or any other condition, covenant, right or remedy.

7 73. Enforcement Action. In the event that one or more of the Parties institutes any legal
8 action or other proceeding against any other Party or Parties to enforce the provisions of this
9 Agreement, or to declare rights and/or obligations under this Agreement, the successful Party or
10 Parties will be entitled to recover from the unsuccessful Party or Parties their reasonable attorneys'
11 fees and costs, including expert witness fees incurred in connection therewith.

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

17 75. Representation By Counsel. The Parties acknowledge that they have been represented
18 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
19 Agreement has been executed with the consent and advice of counsel after the opportunity to review
20 and comment on the Agreement.

21 76. All Terms Subject to Final Court Approval. All amounts and procedures described in
22 this Agreement herein are expressly conditioned on final Court approval.

23 77. Cooperation and Execution of Necessary Documents. The Parties agree to cooperate to
24 promote participation in the Agreement, and in seeking court approval of the Agreement, including
25 working cooperatively to address any questions raised by the Court and making any amendments to
26 the Agreement required by the Court. The Parties will work in good faith to reach an agreement
27 approved by the Court. Defendant further agrees that it will reasonably provide Plaintiffs' Counsel
28 with any declarations or other evidence in order to obtain preliminary and final approval of the

1 Agreement, if required by the Court. However, in no event shall Defendant be obligated to agree to
2 any changes that are unacceptable to Defendant or would require Defendant to pay more than the
3 Gross Settlement Amount specified in this Agreement.

4 78. Confidentiality. The Parties and their counsel agree to keep the terms of the Agreement
5 confidential until the filing of Plaintiffs' motion or application for approval of the Settlement.
6 Plaintiffs, Plaintiffs' Counsel, Defendant, and Defendant's Counsel agree that they will not issue any
7 press releases, initiate any contact with the press, respond to any press inquiry or have any
8 communication with the press about the fact, amount or terms of the Agreement. Nothing in this
9 Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law
10 or in furtherance of business purposes, including the fulfillment of obligations stated in this
11 Agreement, or limit Plaintiffs' Counsel's communications with the Aggrieved Employees in
12 furtherance of approval of this Settlement. Furthermore, nothing in this provision shall be construed
13 as preventing Plaintiffs' Counsel from referring to the Settlement or the Actions in support of their
14 adequacy as counsel in a representative action or to justify an award of attorneys' fees in other
15 proceedings.

16 79. Binding Agreement. The Parties warrant that they understand and have full authority
17 to enter into this Settlement, and further intend that this Agreement will be fully enforceable and
18 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding
19 to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might
20 apply under federal or state law.

21 80. Stay of Proceedings Pending Approval of Settlement. The Parties stipulate and agree
22 that all proceedings and deadlines in the Actions, other than proceedings necessary to carry out and/or
23 enforce the terms of the Settlement and to obtain approval of the Agreement, shall be stayed pending
24 completion of the approval of the Settlement. The stay on the Actions shall include, without limitation,
25 a stay on the five-year limitations period to bring the Actions to trial under Code of Civil Procedure
26 section 583.310, as well as any and all discovery and motion deadlines.

**HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES
AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND
DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION,
ENTER INTO THIS AGREEMENT AS OF THE DATE(S) SET FORTH BELOW:**

Dated: _____

By: _____

Michael Lewis
Individually and on Behalf of the State of California and
Aggrieved Employees

Dated: 8/3/2026

By: _____

Alanna Harrison
Individually and on Behalf of the State of California and
Aggrieved Employees

Dated: 8/11/2026

By: _____

PETCO ANIMAL SUPPLIES STORES, INC.
Name: Giovanni Insana
Title: Chief Legal Officer

APPROVED AS TO FORM AND CONTENT:

JAMES HAWKINS APLC

Dated: _____

By: _____

Isandra Y. Fernandez, Esq.
Lance Dacre, Esq.
Attorneys for Plaintiff Robert Villescas

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**

Dated: _____

By: _____

Victoria Rivapalacio, Esq.
Attorneys for Plaintiff Michael Lewis

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES
AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND
DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION,
ENTER INTO THIS AGREEMENT AS OF THE DATE(S) SET FORTH BELOW:

Dated: 08/06/2026

By: 
Michael Lewis (Aug 6, 2026 19:37:50 PDT)
Michael Lewis

Individually and on Behalf of the State of California and
Aggrieved Employees

Dated: _____

By: _____
Alanna Harrison

Individually and on Behalf of the State of California and
Aggrieved Employees

Dated: 8/11/2026

By: 
DocuSigned by:
1DC73F5940E341B...
PETCO ANIMAL SUPPLIES STORES, INC.
Name: Giovanni Insana
Title: Chief Legal Officer

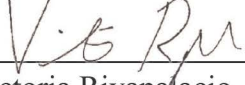
APPROVED AS TO FORM AND CONTENT:

Dated: 8.3.2026

By: 
Isandra Y. Fernandez, Esq.
Lance Dacre, Esq.
Attorneys for Plaintiff Robert Villescascas

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**

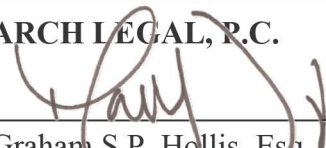
Dated: 08/10/2026

By: 
Victoria Rivapalacio, Esq.
Attorneys for Plaintiff Michael Lewis

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ARCH LEGAL, P.C.

Dated: August 5, 2026

By: 
Graham S.P. Hollis, Esq.
Dawn M. Berry, Esq.
Attorneys for Plaintiff Alanna Harrison

MITCHELL SILBERBERG & KNUPP LLP

Dated: August 12, 2026

By: 
Adam Levin, Esq.
Gary McLaughlin, Esq.
Nicholas Baltaxe, Esq.
Attorneys for Defendant Petco Animal Supplies Stores,
Inc.

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Settlement Payment – ***Petco Wage and Hour Cases***

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of three coordinated lawsuits collectively entitled ***Petco Wage and Hour Cases***, JCCP Case No. 5347. This settlement has been reviewed by the Court and was approved on <<DATE OF APPROVAL>>.

The enclosed check must be cashed or deposited within 180 days of the issuance date listed on the check. If the check is not cashed or deposited within 180 days of the issuance date listed on the check, it will be cancelled and void. Any settlement checks that remain uncashed more than 180 days after issuance will be transmitted to the Controller of the State of California to be held pursuant to California's Unclaimed Property Law, California Civil Code section 1500 et seq., in the individual's name until such time as the funds are claimed.

The lawsuits were filed against **Petco Animal Supplies Stores, Inc.** ("Petco") pursuant to the California Private Attorneys General Act, California Labor Code § 2698 et seq. ("PAGA"), claiming that Petco owes penalties under PAGA for various alleged Labor Code violations. The claims were brought on behalf of the State of California and alleged "aggrieved employees" of Petco. For the purposes of this settlement, "aggrieved employees" means all current and former hourly-paid, non-exempt employees who were employed by Petco in the State of California at any time during the PAGA Period, which is **January 6, 2022 through <<DATE OF APPROVAL>>**.

You have been identified as one of the employees entitled to receive payment pursuant to this settlement. This payment is being made to you in exchange for a release of PAGA claims for the alleged Labor Code violations from January 6, 2022 through <<DATE>>. This release applies only to claims for civil penalties under PAGA. You do not have the right to opt out of this settlement and you are bound by this release regardless of whether you cash or negotiate the check enclosed herein.

Petco denies all claims raised in the lawsuit, denies that it did anything wrong, and denies that it owes any penalties. However, the parties agreed to resolve the lawsuit in order to avoid the time and expense of litigation.

The total settlement amount is **\$2,220,000**, and the following deductions were made from the total settlement amount: (1) attorneys' fees in the amount of \$_____; (2) litigation costs in the amount of \$_____; (3) and \$_____ to _____ for the cost of settlement administration. Under the PAGA statute, the amount remaining after the above deductions (equal to

\$_____) is divided between the State (75%, equal to \$_____) and the employees (25%, equal to \$_____). Each employee's share of the 25% distributed to employees was calculated based on each employee's respective number of pay periods worked for Petco from **January 6, 2022 through <<DATE>>**. The enclosed check represents your portion of the settlement allocated to the employees. **In cashing or depositing the check, you assume full responsibility and liability for any related taxes.**

As a result of the settlement described in this letter, you are deemed to release with prejudice any and all claims arising under PAGA that could have been made in the broadest sense based on the allegations pled and/or the Labor Code provisions identified in the operative Complaints or the PAGA notices filed in the actions. This release covers the entire PAGA Period of January 6, 2022 through <<DATE>>.

_____ <<administrator>> has posted on its website **[INSERT URL]** the operative Complaints, PAGA Notices, this Notice to Employees, and the settlement approval Order and Judgment in this case.

You do not have the right to opt out of this settlement.

If you have any questions, you can contact the settlement administrator: _____ **<<INSERT>>**

Very Truly Yours,

EXHIBIT 2

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 3

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 08/13/2026
Client: ROBERT VILLE - Robert Villescascas
Matter: PETCO ANIMAL SU - Petco Animal Supplies Stores, Inc.PAGA- Robert Villescascas

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
01/06/2023	POS	Postage- 01.06.23 certified mail to agents re LWDA Filing	\$8.06		Unbilled				
01/06/2023	FIL	Filing Fee - 01.06.23 LWDA Filing Fee	\$75.00		Unbilled				
03/14/2023	FST	First Legal Network- Filing - PAGA Complaint and Initial Docs IN# 30233810	\$134.07		Unbilled				
05/09/2023	FST	First Legal Network - Additional Billing - PAGA Complaint and Initial Docs, Filing - Summons, Process Serve - Class Complaint and Initial Docs IN# 30237327	\$1,876.24		Unbilled				
05/18/2023	FST	First Legal Network - Filing - POS IN# 30237327	\$86.11		Unbilled				
07/19/2023	FST	First Legal Network - Filing - Joint Intial CMC Report IN# 30244254	\$86.11		Unbilled				
12/23/2024	LDS	Legal Document Server - Courtesy Copy - Stip and order Received Confidential IN# 11000050-02	\$135.00		Unbilled				
01/15/2025	LDS	Legal Document Server - E-Filing - Stip and Order IN# 11000050-01	\$25.00		Unbilled				
06/30/2025	LDS	Legal Document Server - EFiling - Notice of Remote Appearance IN# 12112593	\$35.94		Unbilled				
08/27/2025	LDS	Legal Document Server - EFiling - Request Filed IN# 12704621	\$30.00		Unbilled				
09/04/2025	LDS	Legal Document Server - EFiling - Request Filed In# 12759182	\$30.00		Unbilled				
12/22/2025	MED	Mediation Services IN#3237 CK#2550	\$5,000.00		Unbilled				
12/31/2025	FST	First Legal Network - EFiling - JNT CMS IN# 30373740	\$138.45		Unbilled				
12/31/2025	LDS	Legal Document Server - Process Serve - Summons, Complaint, Civil CAsse Cover Sheet, Notice of CMC IN# 13893996	\$75.00		Unbilled				
01/09/2026	POS	Postage - 01.09.26 Contact letter mailed out to client via certified mail.	\$10.44		Unbilled				
01/23/2026	EXA	Expert Analysis- IN#17207 CK# 2624	\$14,835.00		Unbilled				
02/10/2026	LDS	Legal Document Server - EFiling - Joint Case Management Conference Statement IN# 13996632	\$35.94		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Total:	<u>\$22,616.36</u>	<u>\$0.00</u>					
		Balance:	<u>\$22,616.36</u>						
Total Fees Billed- - - - -		\$0.00							
Total Fees Unbilled : - - - - -		\$0.00							
Total Fees Received : - - - - -		\$0.00							
Total Soft Cost Billed : - - - - -		\$0.00							
Total Soft Cost Unbilled : - - - - -		\$0.00							
Total Soft Cost Received : - - - - -		\$0.00							
Total Hard Cost Billed : - - - - -		\$0.00							
Total Hard Cost Unbilled : - - - - -		\$22,616.36							
Total Hard Cost Received : - - - - -		\$0.00							
Total Taxes Billed : - - - - -		\$0.00							
Total Taxes Unbilled : - - - - -		\$0.00							
Total Taxes Received : - - - - -		\$0.00							
Total Late Charges Billed : - - - - -		\$0.00							
Total Late Charges Unbilled: - - - - -		\$0.00							
Total Late Charges Received : - - - - -		\$0.00							
Trust Balance: - - - - -		\$0.00							

Activities Export

08/18/2026
5:21 PM

Date	Type	Description	Matter	User	Qty	Rate (USD)	Non-billable (USD)	Billable (USD)
07/10/2026	\$	LDS - EFiling - Request filed IN# 15221630 ● Unbilled	Petco Animal Supplies Stores, Inc.PAGA- Robert Villescasc.	Nicole Miccolis	1.00	\$55.94	-	\$55.94
06/23/2026	\$	LDS - EFiling - Joint CMC SStatement Filed IN# 15085970 ● Unbilled	Petco Animal Supplies Stores, Inc.PAGA- Robert Villescasc.	Nicole Miccolis	1.00	\$35.94	-	\$35.94
04/13/2026	\$	EFiling - Notice Filed IN# 14357294 ● Unbilled	Petco Animal Supplies Stores, Inc.PAGA- Robert Villescasc.	Nicole Miccolis	1.00	\$35.94	-	\$35.94
							\$0.00 USD 0.00h	\$127.82 USD 0.00h