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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

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

Plaintiff,

v.

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

Defendants.

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

REPRESENTATIVE ACTION

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

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

INTRODUCTION

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

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

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

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

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

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

JURISDICTION AND VENUE

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

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

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

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

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

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

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

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

23 **FACTUAL ALLEGATIONS**

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

26 22. Plaintiff has been employed by Defendant at various times since April 2014. Defendant's
27 pet grooming services are comprised of three positions: pet bathers, pet groomers, and pet stylists. Plaintiff
28 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. To date, which is more than 65 days after submission of Plaintiff’s written notice, 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.

34. 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 has since submitted an amended notice to the LWDA and will seek to amend her complaint once the applicable time period has expired.

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

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

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

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

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

44. Labor Code section 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 512, 558, 1174, 1174.5, 1197.1, 2751, and the

1 applicable sections for IWC Wage Order No. 7-2001. Plaintiff and other Groomers are entitled to, and
2 therefore seek, the civil penalties described in Labor Code section 2699(f) for the violations of law
3 described herein.

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

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

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

11 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

12 [Labor Code section 2698 et seq.]

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

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

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

- 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

1 all other Groomers, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code section
2 1174.5.

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

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

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

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

19 **PRAYER FOR RELIEF**

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

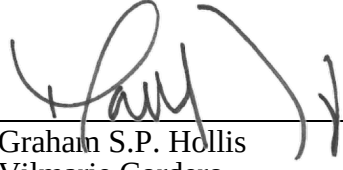
- 22 a. For any and all civil penalties available for the Labor Code violations alleged herein
23 including, but not limited to, civil penalties under Labor Code sections 210, 226.3,
24 558, 1174.5, 1197.1 and 2699(f), and other applicable law;
- 25 b. For an order determining that Plaintiff is entitled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

- 1 c. For reasonable attorneys' fees and costs of suit to the extent permitted by law
2 including, but not limited to, Labor Code sections 218.5, 226(e), 1194, 2699(g)(1),
3 Code of Civil Procedure section 1021.5, the "common fund" theory, the
4 "substantial benefit" theory, the "catalyst" theory, and other applicable law; and
5 d. For any and all other relief as this Court deems proper and just and is available
6 under Labor Code section 2698 et seq.
7

8 Respectfully submitted,

9 Dated: August 7, 2023

GRAHAMHOLLIS APC

10
11 Bv: 

12 Graham S.P. Hollis
13 Vilmarie Cordero
14 Hali M. Anderson
15 Nathan J. Reese
16 Dawn M. Berry
17 Taylor M. Gee
18 Attorneys for Plaintiff Alanna Harrison
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