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LILIANA ESPINOZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

LILIANA ESPINOZA, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

GROOMBUGGY, INC.; BARKBUS, LLC; and
DOES 1 through 100, inclusive,

Defendants.

Case No. C25-00618

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- 2. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- 3. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- 4. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- 5. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- 6. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 7. FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- 8. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- 9. PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Liliana Espinoza (“Plaintiff”), on behalf of herself and all others similarly
2 situated, and as a private attorney general on behalf of the State of California and other aggrieved
3 employees, hereby brings this Class and Representative Action Complaint against Groombuggy,
4 Inc., Barkbus LLC, and Does 1 through 100, inclusive (collectively, “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other aggrieved employees, hereby brings
9 this class action for recovery of unpaid wages and penalties under California Business and
10 Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7, 245 *et seq.*,
11 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and 2804; and
12 Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to seeking
13 declaratory relief and restitution. This class action is brought pursuant to California Code of Civil
14 Procedure section 382. This Court has jurisdiction over Defendants’ violations of the California
15 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.
16 Moreover, Defendants are a business that is headquartered and has its “nerve center” in California.

17 **VENUE**

18 2. Venue is proper in this judicial district pursuant to California Code of Civil
19 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
20 occurred in Contra Costa County. Defendants own, maintain offices, transact business, have an
21 agent or agents within Contra Costa County, and/or otherwise are found within Contra Costa
22 County, and Plaintiff performed worked for Defendants within Contra Costa County, and
23 Defendants are within the jurisdiction of this Court for purposes of service of process.

24 **PARTIES**

25 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
26 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
27 the filing of this action and within the statute of limitations periods applicable to each cause of
28 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff

1 was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money
2 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-
3 204, 226, 226.7, 245 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*,
4 2802, 2804; Business & Professions Code § 17200, *et seq.*, and Wage Order 4, which sets
5 employment standards for employees in professional, technical, clerical, and similar occupations.

6 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
7 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
8 business as a mobile grooming business, and that they employed Plaintiff and other similarly
9 situated non-exempt employees within Contra Costa County and the State of California. On
10 information and belief, Groombuggy Inc. was recently acquired by Barkbus LLC, such that
11 Barkbus LLC is (and/or was) an employer of Plaintiff and/or the members of the Classes (defined
12 below). On information and belief, both of the names Defendants' nerve centers are located in
13 California: Barkbus LLC is headquartered in Woodland Hills, CA and Groombuggy Inc. is
14 headquartered in San Francisco, CA.

15 5. Plaintiff does not know the true names or capacities, whether individual, partner,
16 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
17 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
18 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
19 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
20 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
21 and proximately caused Plaintiff and the Classes (as defined in Paragraph 24) to be subject to the
22 unlawful employment practices, wrongs, injuries, and damages complained of herein.

23 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
24 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

25 7. At all times herein mentioned, each of said Defendants participated in the acts
26 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
27 each of them, were the agents, servants, and employees of each of the other Defendants, as well
28 as the agents of all Defendants, and at all times herein mentioned were acting within the course

and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 24).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a non-exempt groomer from approximately December 2023 to on or about December 15, 2024.

10. During Plaintiff's employment with Defendants, Defendants would schedule Plaintiff for shifts that were typically 10 hours or more. During these shifts, Plaintiff traveled to various customers to perform dog grooming services. While most of Plaintiff's shifts were booked back-to-back such that there was very little (or no) time in between customers, on some occasions there were gaps of time (for example, due to a customer cancellation) between the end of one customer appointment and the scheduled start of the next customer appointment. If such gaps were longer than a certain threshold (e.g., 90 minutes), Defendants would not pay Plaintiff for that time, even though Plaintiff remained subject to Defendants' control, and indeed was required by Defendants to be available for work, during that time. Notably, even if Plaintiff needed to use part of that gap time to travel to her next customer, Defendants did not pay Plaintiff for that time. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees for such time, Defendants failed to pay all wages owed, including minimum wages and overtime wages, to Plaintiff and other non-exempt employees.

11. In addition to failing to pay all wages due, Defendants failed to properly pay overtime wages to Plaintiff and other non-exempt employees, for multiple reasons. First, Plaintiff is informed and believes, and based thereon alleges, that Defendants simply failed to pay all overtime wages due to their non-exempt employees. Indeed, at multiple points during her employment, Plaintiff informed her superiors that she had been shorted several hours of overtime,

1 and it was only after persistently following up with Defendants on multiple occasions that
2 Defendants made any effort to pay Plaintiff even part of the overtime she was owed.

3 12. Moreover, when Defendants did pay overtime or double-time wages, they
4 frequently under-paid such wages by failing to pay such wages at 1.5 times (or 2 times)
5 employees' "regular rate of pay." Specifically, Defendants paid signing bonuses, so-called
6 "Groombuggy bonuses," productivity bonuses, and other incentive pay that cannot be excluded
7 from the regular rate of pay (such forms of pay shall hereinafter be collectively referred to as
8 "Incentive Pay"), but Defendants failed to incorporate the value of these bonuses in Plaintiff's or
9 other non-exempt employees' regular rate of pay. For example, Plaintiff was paid a signing bonus
10 of \$1,200, which included one payment of \$600 upon her hire and another payment of \$600
11 approximately one month after she was hired, and Plaintiff worked overtime during her first
12 month of employment, but Defendants failed to incorporate the value of the signing bonus (or
13 even half of the signing bonus that was earned in the first month of employment) when paying
14 Plaintiff's overtime wages, and instead paid her overtime at \$30 per hour, which was 1.5 times
15 her *base* rate of pay of \$20 per hour. As another example, in the workweek/pay period of July
16 21-27, 2024, Plaintiff's wage statement reflects that she earned a "Groombuggy bonus" of \$31.81,
17 and also was paid for 2.75 hours of overtime. However, that overtime was paid at \$30 per hour,
18 which, again, was 1.5 times Plaintiff's *base* hourly rate of \$20, without incorporating the value of
19 the "Groombuggy" bonus into the regular rate of pay.

20 13. Similarly, Defendants failed to incorporate the value of Incentive Pay when paying
21 sick pay wages, as required under Labor Code § 246(l)(1) (requiring sick pay to be paid at
22 employee's "regular rat" of pay). For example, in the workweek/pay period of October 27 to
23 November 2, 2024, Plaintiff's wage statement reflects that she was paid a "Productivity Bonus"
24 of \$31.41 and that Plaintiff also was paid for 3.68 hours of overtime and 2.0 hours of sick time.
25 Defendants paid Plaintiff's overtime wages at \$30 per hour, which, again, was 1.5 times her *base*
26 hourly rate of \$20, and paid her sick pay wages at her *base* hourly rate of \$20 per hour, without
27 incorporating the value of Incentive Pay into Plaintiff's "regular rate" of pay.

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1 14. As noted above, Plaintiff’s and other employees’ shifts were generally scheduled
2 with back-to-back customer appointments, with little to no time in between customers. As a result,
3 Plaintiff and other non-exempt employees frequently were not able to take 30-minute meal
4 periods commencing before the end of the fifth hour of work, and/or had to take a “meal period”
5 while traveling between customer appointments. Indeed, for at least a portion of the relevant time
6 period, Defendants failed to schedule a gap between appointments for a meal period, or scheduled
7 a “meal period” to take place during the time when Plaintiff and other employees needed to travel
8 between customers.

9 15. Even on those occasions when Plaintiff was able to take a meal period, it was
10 frequently late (i.e., beginning more than 5 hours into her shift). Moreover, when Plaintiff worked
11 more than 10 hours in a workday, Defendants failed to provide her with a second meal period.
12 Indeed, Defendants’ employee handbook contains a “California Meals and Breaks Policy” that
13 only provides second meal periods on shifts over *12 hours*, not on shifts over 10 hours.

14 16. As a result of the above failures, Defendants have failed to provide Plaintiff and
15 other non-exempt employees with legally compliant meal periods. Despite this, Defendants have
16 failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and
17 belief, during at least a portion of the putative class period, Defendants have maintained no payroll
18 code or other mechanism for paying meal period premiums when Defendants failed to provide a
19 legally compliant meal period.

20 17. Despite failing to provide meal periods as noted above, Defendants still
21 automatically deducted 30 minutes of pay from Plaintiff’s and other employees’ time for a
22 supposed meal period, resulting in additional unpaid wages, including minimum wages and
23 overtime wages. Defendants also failed to maintain accurate records of any meal periods taken,
24 instead simply assuming a meal period was taken and deducting 30 minutes as described above.

25 18. Defendants have also failed to authorize and permit compliant rest periods to
26 Plaintiff and other non-exempt employees. As with meal periods, Defendants failed to incorporate
27 rest periods into Plaintiff’s and other employees’ work schedules, and the workload imposed by
28 Defendants often made it impracticable to take a 10 minute off-duty rest period for each four

1 hours of work (or major fraction thereof). Indeed, Plaintiff was never told by Defendants that she
2 was entitled to any number of rest periods during her shifts. Moreover, on those occasions when
3 Plaintiff worked more than 10 hours, Defendants failed to authorize and permit a third rest period.
4 Indeed, the “California Meals and Breaks Policy” cited above only authorizes and permits a rest
5 period for “every four hours worked,” but not “major fraction thereof,” thus failing to authorize
6 and permit third rest periods on shifts over 10 hours as required under California law.

7 19. Despite failing to authorize and permit legally compliant rest periods to Plaintiff
8 and other non-exempt employees, Defendants have failed to pay the rest period premiums
9 required by Labor Code § 226.7. Upon information and belief, during at least a portion of the
10 putative class period, Defendants have maintained no payroll code or other mechanism for paying
11 rest period premiums when Defendants failed to authorize and permit a legally compliant rest
12 period.

13 20. Defendants have also failed to reimburse Plaintiff and other employees for
14 expenses they incurred in the course of their employment. Specifically, Defendants required
15 Plaintiff and other employees to perform laundry on a daily basis, which includes washing and
16 drying towels that are used in the dog-grooming process, without reimbursing Plaintiff for having
17 to use her personal washer, dryer, detergent, and/or other items necessary to launder those items.
18 Defendants also required Plaintiff to service the company-owned van that she drove, which
19 included filling the van’s 50-gallon water tank every day using her own water and her own hose,
20 without reimbursing her for that cost.

21 21. Despite requiring Plaintiff and other employees to use their personal property for
22 work-related purposes, Defendants have failed to reimburse them for any portion of their personal
23 expenses. As a result of the foregoing, Plaintiff and other employees are entitled to reimbursement
24 pursuant to Labor Code § 2802, plus interest.

25 22. As a result of Defendants’ failure to pay all wages due, their failure to account for
26 and compensate for all hours worked by its employees, and their failure to pay meal and rest
27 period premium wages, Defendants have failed to pay all wages to Plaintiff and other formerly
28 employed non-exempt employees at the separation of their employment.

23. As a further result of Defendants' unlawful practices described above, Defendants have maintained inaccurate timekeeping records, inaccurate payroll records, and have issued inaccurate wage statements to Plaintiff and other non-exempt employees.

CLASS ACTION ALLEGATIONS

24. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping and payroll practices, at any point from four years prior to the filing of this action to the present.

b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek, and (i) who were subject to Defendants' timekeeping and payroll practices, and/or (ii) earned Incentive Pay in a corresponding time period, at any time from four years immediately preceding the filing of this action through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, and/or at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, at any time from four years immediately preceding the filing of this action through the present.

e. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants at any time from one year immediately preceding the filing of this action through the present.

f. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who whose employment with

Defendants ended at any time from three years immediately preceding the filing of this action through the present.

g. The Expense Reimbursement Class consists of all of Defendants' employees who were required to use their personal property, including but not limited to their personal washer and dryer, detergent, water, and hoses, for work-related purposes, at any time from four years prior to the filing of this action through the present.

25. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

26. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants paid members of the Minimum Wage Class at least the applicable minimum wage for all hours worked;
- ii. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

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- 1 vi. Whether Defendants paid all wages due to members of the Waiting Time
2 Class at the time of separation of employment; and
3 vii. Whether Defendants properly reimbursed expenses incurred by members
4 of the Expense Reimbursement Class.

5 27. **Predominance of Common Questions:** Common questions of law and fact
6 predominate over questions that affect only individual members of the Classes. The common
7 questions of law set forth above are numerous and substantial and stem from Defendants' policies
8 and/or practices applicable to each individual class member, such as Defendants' timekeeping,
9 overtime, wage statement, meal period, rest period, expense reimbursement, and final wage
10 policies/practices. As such, the common questions predominate over individual questions
11 concerning each individual class member's showing as to his or her eligibility for recovery or as
12 to the amount of his or her damages.

13 28. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
14 Plaintiff was employed by Defendants as a non-exempt employee in California during the
15 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
16 alleged herein, Plaintiff, like the members of the Classes, was not paid all earned minimum wages,
17 overtime wages, and double-time wages; was subject to Defendants' uniform meal and rest period
18 policies/practices; was furnished with inaccurate wage statements; was deprived of all final wages
19 upon separation of employment from Defendants; and was not reimbursed for all expenses she
20 incurred in carrying out her job duties for Defendants.

21 29. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
22 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
23 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
24 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
25 actions in state and federal courts in the past and are committed to vigorously prosecuting this
26 action on behalf of the members of the Classes.

27 30. **Superiority:** The California Labor Code is broadly remedial in nature and serves
28 an important public interest in establishing minimum working conditions and standards in

California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by individual class members would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 24 are maintainable under Section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

32. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish employees' right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

1 33. At all relevant times, Defendants failed to conform their pay practices to the
2 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours
3 actually worked including, but not limited to, all hours they were subject to Defendants' control
4 and/or suffered or permitted to work under the Labor Code and Wage Order 4.

5 34. California Labor Code § 1198 makes unlawful the employment of an employee
6 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
7 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
8 those employees the balance of the unpaid wages as well as liquidated damages in an amount
9 equal to the wages due and interest thereon.

10 35. As a direct and proximate result of Defendants' unlawful conduct as alleged
11 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
12 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
13 entitled to recover economic and statutory damages and penalties and other appropriate relief as
14 a result of Defendants' violations of the California Labor Code and Wage Order 4.

15 36. Defendants' practice and uniform administration of corporate policy regarding
16 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff
17 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
18 liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor
19 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

20 **SECOND CAUSE OF ACTION**
21 **FAILURE TO PAY OVERTIME WAGES**
22 **(AGAINST ALL DEFENDANTS)**

23 37. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

24 38. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
25 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
26 overtime hours worked, and which provide a private right of action for the failure to pay all
27 overtime compensation for overtime work performed.

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39. At all times relevant herein, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime and double-time hours but did not compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

40. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, for the reasons set forth in this Complaint.

43. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 45. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of
6 employees to be authorized and permitted a rest period of at least ten (10) minutes for each four
7 (4) hour period worked, or major fraction thereof.

8 46. As alleged herein, Defendants have failed to authorize and permit Plaintiff and
9 Rest Period Class members to take their legally entitled rest periods. Defendants have also failed
10 to compensate Plaintiff and Rest Period Class members with a rest period premium for each
11 workday they were not authorized and permitted all rest periods to which they were entitled.

12 47. The foregoing violations create an entitlement to recovery by Plaintiff and Rest
13 Period Class members in a civil action for the unpaid amount of rest period premiums owing,
14 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
15 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §
16 1 of the California Constitution.

17 **FIFTH CAUSE OF ACTION**

18 **WAGE STATEMENT VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
23 and the Wage Statement Class with accurate and complete itemized wage statements that
24 included, among other requirements, all hours worked, all hours worked at each rate of pay, and
25 all wages earned, in violation of Labor Code § 226.

26 50. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
27 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
28 among other things, the non-payment of all their wages and meal and rest period premium wages,

1 and deprived them of the information necessary to identify and reconcile the discrepancies in
2 Defendants' reported data.

3 51. Defendants' failures create an entitlement to recovery by Plaintiff and members of
4 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
5 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
6 of suit, pursuant to Labor Code §§ 226 and 226.3.

7 **SIXTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(AGAINST ALL DEFENDANTS)**

10 52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 53. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
12 an employer to pay all wages immediately at the time of separation of employment in the event
13 the employer discharges the employee, or the employee provides at least 72 hours of notice of
14 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
15 to quit, said employee's wages become due and payable not later than 72 hours upon said
16 employee's last date of employment.

17 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
19 at their separation from employment, including (but not limited to) unpaid overtime and double-
20 time wages and unpaid meal and rest period premium wages.

21 55. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
22 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
23 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
24 to the requirements of Labor Code §§ 201-203.

25 56. Defendants' failure to pay all final wages was willful within the meaning of Labor
26 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
27 Time Class their earned wages upon separation from employment results in a continued payment
28 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the

1 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
2 attorneys' fees and costs of suit.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

5 **(AGAINST ALL DEFENDANTS)**

6 57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 58. At all relevant times, Defendants were subject to Labor Code § 2802, which states
8 that "an employer shall indemnify his or her employees for all necessary expenditures or losses
9 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
10 her obedience to the directions of the employer."

11 59. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
12 "any contract or agreement, express or implied, made by any employee to waive the benefits of
13 this article or any part thereof, is null and void, and this article shall not deprive any employee or
14 his personal representative of any right or remedy to which he is entitled under the laws of this
15 State."

16 60. Due to Defendants' unlawful policy and practice of requiring employees to use
17 their personal property, including but not limited to personal washers, dryers, and other property,
18 for work purposes, and their failure to reimburse Plaintiff and members of the Expense
19 Reimbursement Class, Defendants have violated Labor Code § 2802.

20 61. As a proximate result of Defendants' policies and/or practices in violation of Labor
21 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have
22 suffered damages in sums, which will be shown according to proof.

23 62. Plaintiff and members of the Expense Reimbursement Class are entitled to
24 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

25 63. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
26 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
27 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
28 accrue from the date on which they incurred the initial necessary expenditure.

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 64. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 65. Defendants have engaged, and continue to engage, in unfair and/or unlawful
6 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
7 Plaintiff and the Classes all minimum wages and overtime wages due, failing to provide meal
8 periods or pay meal period premium wages, failure to authorize and permit rest periods or pay
9 rest period premium wages, failing to furnish accurate and complete itemized wage statements,
10 and failing to reimburse business expenses.

11 66. Defendants' utilization of these unfair and/or unlawful business practices has
12 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
13 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
14 Defendants' competitors who have been and/or are currently employing workers and attempting
15 to do so in honest compliance with applicable wage and hour laws.

16 67. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
17 herein, Plaintiff, for herself and on behalf of the members of the Classes, seek full restitution of
18 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
19 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

20 68. The acts complained of herein occurred within the four years immediately
21 preceding the filing of this action.

22 69. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
24 of Defendants' current non-exempt employees, and to enforce important rights affecting the
25 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
26 which she is entitled to recover under Code of Civil Procedure § 1021.5.

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NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

70. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

71. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.* Plaintiff, acting on behalf of herself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

- a. Failing to pay Plaintiff and other aggrieved employees at least the applicable minimum wage for all hours worked, in violation of Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to properly pay sick pay to Plaintiff and other aggrieved employees, in violation of Labor Code § 245 *et seq.* (including but not limited to Labor Code § 246);
- d. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the regular rate of compensation, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- e. Failing to authorize and permit all legally required rest periods to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- f. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
- g. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;

1 h. Failing to timely pay all final wages to Plaintiff and other aggrieved employees, in
2 violation of Labor Code §§ 201-203;

3 i. Failing to maintain accurate records of the hours worked and/or meal periods taken
4 by Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174,
5 1198, and 1199.

6 72. On or about March 6, 2025, Plaintiff mailed a PAGA notice letter to Defendants
7 Barkbus LLC and Groombuggy Inc.. via certified mail, and to the California Labor and
8 Workforce Development Agency (“LWDA”) via its website, which described Defendants’
9 violations of the California Labor Code and indicated Plaintiff’s intent to bring a claim under
10 California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code
11 identified in paragraph 71 (a)-(i) above. Now that sixty-five days have passed from Plaintiff’s
12 notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her
13 administrative requirements for bringing a claim under the Private Attorneys General Act with
14 respect to these violations.

15 73. As noted in her PAGA notice letter, the “aggrieved employees” whom Plaintiff
16 seeks to represent are all of Defendants’ current and former non-exempt employees who have
17 worked for Defendants in California at any time from one year prior to the date of Plaintiff’s
18 PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA cause of action
19 or any alternative date agreed upon by the parties and/or approved by the Court.

20 74. Plaintiff was compelled to retain the services of counsel to file this court action to
21 protect her interests and the interests of other aggrieved employees, and to assess and collect the
22 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs,
23 which she is entitled to recover under Labor Code § 2699(k).

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
26 this suit is brought against Defendants, as follows:

- 27 1. For an order certifying the proposed Classes;
28 2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;
12. Upon the Ninth Cause of Action, for any and all civil penalties available to Plaintiff, the State of California, and other aggrieved employees under the Private Attorneys General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from engaging in the allegedly unlawful conduct alleged herein;
13. Prejudgment interest on all due and unpaid wages and other damages pursuant to Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

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1 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
2 226(e), 1194 *et seq.*, 2699(k), 2802(c), Code of Civil Procedure § 1021.5, and all other applicable
3 statutes; and

4 15. For such other and further relief the Court may deem just and proper.

5 Date: May 12, 2025

MARQUEE LAW GROUP, APC

6
7 

8 Tuvia Korobkin
Attorneys for Plaintiff

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10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

12 Date: May 12, 2025

MARQUEE LAW GROUP, APC

13
14 

15 Tuvia Korobkin
Attorneys for Plaintiff