

Tuvia Korobkin (SBN 268066)
tuvia@marqueelaw.com
Alex Purcell (SBN 347862)
alex@marqueelaw.com
MARQUEE LAW GROUP, A Professional Corporation
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
Telephone: (310) 275-1844 / Facsimile (310) 275-1801

Attorneys for Plaintiff LILIANA ESPINOZA

Isam C. Khoury (SBN 58759)
ikhoury@ckslaw.com
Maggie K. Realin (SBN 263639)
mrealin@ckslaw.com
COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101
Telephone: (619) 595-3001 / Facsimile: (619) 595-3000

Attorneys for Plaintiff Remi Dillon

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

LILIANA ESPINOZA and REMI DILLON, on
behalf of themselves and all others similarly
situated,

Plaintiff,

vs.

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

Defendants.

Case No. C25-00618

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

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other aggrieved employees, hereby bring
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 Liliana Espinoza performed worked for Defendants within Contra Costa
23 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

24 **PARTIES**

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

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

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

17 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
18 corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
19 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
20 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed
21 and believe, and thereon allege, that each of said fictitious defendants, whether individual,
22 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
23 and proximately caused Plaintiffs and the Classes (as defined in Paragraph 28) to be subject to
24 the unlawful employment practices, wrongs, injuries, and damages complained of herein.

25 6. Plaintiffs are informed and believe, and based thereon allege, that at all times
26 mentioned herein, Defendants were and are the employers of Plaintiffs and all Class members.

27 7. At all times herein mentioned, each of said Defendants participated in the acts
28 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and

each of them, were the agents, servants, and employees of each of the other Defendants, as well 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, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all Class Members (as defined in Paragraph 28).

GENERAL FACTUAL ALLEGATIONS

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

10. Plaintiff Remi Dillon worked for Defendants as a non-exempt mobile pet groomer/stylist between May 2024 and April 2025 in San Diego County.

11. During Plaintiff Liliana Espinoza'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.

///

1 12. In addition to failing to pay all wages due, Defendants failed to properly pay
2 overtime wages to Plaintiff Liliana Espinoza and other non-exempt employees, for multiple
3 reasons. First, Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 simply failed to pay all overtime wages due to their non-exempt employees. Indeed, at multiple
5 points during her employment, Plaintiff informed her superiors that she had been shorted several
6 hours of overtime, and it was only after persistently following up with Defendants on multiple
7 occasions that Defendants made any effort to pay Plaintiff even part of the overtime she was
8 owed.

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

26 14. Similarly, Defendants failed to incorporate the value of Incentive Pay when paying
27 sick pay wages, as required under Labor Code § 246(l)(1) (requiring sick pay to be paid at
28 employee's "regular rat" of pay). For example, in the workweek/pay period of October 27 to

November 2, 2024, Plaintiff Liliana Espinoza’s wage statement reflects that she was paid a “Productivity Bonus” of \$31.41 and that Plaintiff also was paid for 3.68 hours of overtime and 2.0 hours of sick time. Defendants paid Plaintiff’s overtime wages at \$30 per hour, which, again, was 1.5 times her *base* hourly rate of \$20, and paid her sick pay wages at her *base* hourly rate of \$20 per hour, without incorporating the value of Incentive Pay into Plaintiff’s “regular rate” of pay.

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

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

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

18. Despite failing to provide meal periods as noted above, Defendants still automatically deducted 30 minutes of pay from Plaintiff’s and other employees’ time for a

1 supposed meal period, resulting in additional unpaid wages, including minimum wages and
2 overtime wages. Defendants also failed to maintain accurate records of any meal periods taken,
3 instead simply assuming a meal period was taken and deducting 30 minutes as described above.

4 19. Defendants have also failed to authorize and permit compliant rest periods to
5 Plaintiffs and other non-exempt employees. As with meal periods, Defendants failed to
6 incorporate rest periods into Plaintiffs' and other employees' work schedules, and the workload
7 imposed by Defendants often made it impracticable to take a 10 minute off-duty rest period for
8 each four hours of work (or major fraction thereof). Indeed, Plaintiffs were never told by
9 Defendants that they were entitled to any number of rest periods during their shifts. Moreover, on
10 those occasions when Plaintiffs worked more than 10 hours, Defendants failed to authorize and
11 permit a third rest period. Indeed, the "California Meals and Breaks Policy" cited above only
12 authorizes and permits a rest period for "every four hours worked," but not "major fraction
13 thereof," thus failing to authorize and permit third rest periods on shifts over 10 hours as required
14 under California law.

15 20. Despite failing to authorize and permit legally compliant rest periods to Plaintiffs
16 and other non-exempt employees, Defendants have failed to pay the rest period premiums
17 required by Labor Code § 226.7. Upon information and belief, during at least a portion of the
18 putative class period, Defendants have maintained no payroll code or other mechanism for paying
19 rest period premiums when Defendants failed to authorize and permit a legally compliant rest
20 period.

21 21. Defendants have also failed to reimburse Plaintiffs and other employees for
22 expenses they incurred in the course of their employment. Specifically, Defendants required
23 Plaintiffs and other employees to perform laundry on a daily basis, which includes washing and
24 drying towels that are used in the dog-grooming process, without reimbursing Plaintiffs for having
25 to use their personal washer, dryer, detergent, and/or other items necessary to launder those items.
26 Defendants also required Plaintiffs to service the company-owned van that they drove, which
27 included filling the van's 50-gallon water tank every day using their own water and their own
28 hoses, without reimbursing them for that cost.

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

23. As a result of Defendants' failure to pay all wages due, their failure to account for and compensate for all hours worked by its employees, and their failure to pay meal and rest period premium wages, Defendants have failed to pay all wages to Plaintiffs and other formerly employed non-exempt employees at the separation of their employment.

24. Although Plaintiff Remi Dillon and other employees used a company van provided to them by Defendants, Defendants did not have the van readily available to access proper restroom and handwashing facilities due to demanding schedules imposed by Defendants. Instead, Defendants provided Plaintiff and other employees with containers to urinate in - an inadequate and unsanitary measure that fails to protect the health, safety, and well-being of employees. The provision of urine containers confirms Defendants' knowledge and acquiescence that Plaintiff and other employees did not have the opportunity to access proper restroom facilities equivalent to those provided at the fixed worksites.

25. Further, Defendants failed to provide essential safety equipment, placing Plaintiffs and other employees at risk of injury. Specifically, Defendants did not supply anti-fatigue mats or ramps necessary for safely loading large dogs into the grooming vans. In addition, Defendants failed to properly screen client locations to ensure that vans could be parked on level ground, which is critical to safely perform grooming services. As a result of these unsafe conditions, Plaintiff Remi Dillon sustained a back injury after repeatedly being forced to lift large dogs without the assistance of any proper safety equipment.

26. Defendants did not require proof of rabies or other vaccinations from a pet's owner as a condition of providing grooming services, and thus failed to ensure the health, safety, and well-being of their employees. On information and belief, on one occasion, a groomer was bitten in the face by a customer's dog and required medical attention. Both the attending physician and animal control requested the dog's vaccination records to administer appropriate treatment and

complete a report. However, Defendants were unable to provide this information, as they did not require vaccination records to be submitted prior to scheduling grooming appointments.

27. 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 Plaintiffs and other non-exempt employees.

CLASS ACTION ALLEGATIONS

28. **Class Definitions:** Plaintiffs bring this action on behalf of themselves 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.

1 f. The Waiting Time Class consists of all members of the Minimum Wage Class,
2 Overtime Class, Meal Period Class, and/or Rest Period Class, who whose employment with
3 Defendants ended at any time from three years immediately preceding the filing of this
4 action through the present.

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

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

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

- 19 i. Whether Defendants paid members of the Minimum Wage Class at least
20 the applicable minimum wage for all hours worked;
- 21 ii. Whether Defendants' timekeeping and payroll practices violate the
22 applicable Labor Code provisions including, but not limited to, Sections
23 510 and 1194 by requiring overtime work and not paying the Overtime
24 Class for said work according to California's overtime laws;
- 25 iii. Whether Defendants provided legally compliant meal periods to members
26 of the Meal Period Class;
- 27 iv. Whether Defendants authorized and permitted legally compliant rest
28 periods to members of the Rest Period Class;

- 1 v. Whether Defendants furnished legally compliant wage statements to
2 members of the Wage Statement Class pursuant to Labor Code § 226;
3 vi. Whether Defendants paid all wages due to members of the Waiting Time
4 Class at the time of separation of employment; and
5 vii. Whether Defendants properly reimbursed expenses incurred by members
6 of the Expense Reimbursement Class.

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

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

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

1 34. **Superiority:** The California Labor Code is broadly remedial in nature and serves
2 an important public interest in establishing minimum working conditions and standards in
3 California. These laws and labor standards protect the average working employee from
4 exploitation by employers who have the responsibility to follow the laws and who may seek to
5 take advantage of superior economic and bargaining power in setting onerous terms and
6 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
7 and members of the Classes make the class action format a particularly efficient and appropriate
8 procedure to redress the violations alleged herein. If each employee were required to file an
9 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
10 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
11 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
12 an individual remedy would discourage the assertion of lawful claims by employees who would
13 be disinclined to file an action against their former and/or current employer for real and justifiable
14 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
15 prosecution of separate actions by individual class members would create a substantial risk of
16 inconsistent or varying verdicts or adjudications with respect to the individual class members
17 against Defendants herein; and which would establish potentially incompatible standards of
18 conduct for Defendants. Further, the claims of the individual members of the Classes are not
19 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
20 costs and expenses attending thereto. As such, the Classes identified in Paragraph 31 are
21 maintainable under Section 382 of the Code of Civil Procedure.

22 **FIRST CAUSE OF ACTION**

23 **MINIMUM WAGE VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 35. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

26 36. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish employees'
27 right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§
28 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.

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

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

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

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

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(AGAINST ALL DEFENDANTS)

41. Plaintiffs re-allege and incorporate by reference all prior paragraphs.

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

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

16 44. The foregoing policies and practices are unlawful and create entitlement to
17 recovery by Plaintiff Liliana Espinoza and the Overtime Class in a civil action for the unpaid
18 amount of overtime premiums owing, including interest thereon, statutory penalties, and
19 attorneys’ fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558,
20 1194, and 1198, and Code of Civil Procedure § 1021.5.

21 **THIRD CAUSE OF ACTION**

22 **MEAL PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 45. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

25 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 failed in their affirmative obligation to provide all their hourly non-exempt employees, including
27 Plaintiffs and Meal Period Class members, with all required meal periods in accordance with the
28 mandates of the California Labor Code and Wage Order 4, for the reasons set forth herein.

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

4 **FOURTH CAUSE OF ACTION**

5 **REST PERIOD VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

7 48. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

11 50. As alleged herein, Defendants have failed to authorize and permit Plaintiffs and
12 Rest Period Class members to take their legally entitled rest periods. Defendants have also failed
13 to compensate Plaintiffs and Rest Period Class members with a rest period premium for each
14 workday they were not authorized and permitted all rest periods to which they were entitled.

15 51. The foregoing violations create an entitlement to recovery by Plaintiffs and Rest
16 Period Class members in a civil action for the unpaid amount of rest period premiums owing,
17 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
18 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §
19 1 of the California Constitution.

20 **FIFTH CAUSE OF ACTION**

21 **WAGE STATEMENT VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 52. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

24 53. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
25 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
26 and the Wage Statement Class with accurate and complete itemized wage statements that
27 included, among other requirements, all hours worked, all hours worked at each rate of pay, and
28 all wages earned, in violation of Labor Code § 226.

1 54. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class
2 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
3 among other things, the non-payment of all their wages and meal and rest period premium wages,
4 and deprived them of the information necessary to identify and reconcile the discrepancies in
5 Defendants' reported data.

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

10 **SIXTH CAUSE OF ACTION**

11 **WAITING TIME PENALTIES**

12 **(AGAINST ALL DEFENDANTS)**

13 56. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

20 58. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
21 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
22 at their separation from employment, including (but not limited to) unpaid overtime and double-
23 time wages and unpaid meal and rest period premium wages.

24 59. Further, Plaintiffs are informed and believe, and based thereon allege, that as a
25 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members
26 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
27 to the requirements of Labor Code §§ 201-203.

28 ///

1 60. Defendants' failure to pay all final wages was willful within the meaning of Labor
2 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
3 Time Class their earned wages upon separation from employment results in a continued payment
4 of daily wages up to thirty days from the time the wages were due. Plaintiffs and members of the
5 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
6 attorneys' fees and costs of suit.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

9 **(AGAINST ALL DEFENDANTS)**

10 61. Plaintiffs re-alleges and incorporate by reference all previous paragraphs.

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

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

20 64. Due to Defendants' unlawful policy and practice of requiring employees to use
21 their personal property, including but not limited to grooming supplies, such as pet brushes and
22 scissors, and personal washers, dryers, and other property, for work purposes, and their failure to
23 reimburse Plaintiffs and members of the Expense Reimbursement Class, Defendants have
24 violated Labor Code § 2802.

25 65. As a proximate result of Defendants' policies and/or practices in violation of Labor
26 Code §§ 2802 and 2804, Plaintiffs and members of the Expense Reimbursement Class have
27 suffered damages in sums, which will be shown according to proof.

28 ///

1 66. Plaintiffs and members of the Expense Reimbursement Class are entitled to
2 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

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

7 **EIGHTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

10 68. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

11 69. Defendants have engaged, and continue to engage, in unfair and/or unlawful
12 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
13 Plaintiffs and the Classes all minimum wages and overtime wages due, failing to provide meal
14 periods or pay meal period premium wages, failure to authorize and permit rest periods or pay
15 rest period premium wages, failing to furnish accurate and complete itemized wage statements,
16 and failing to reimburse business expenses, as well as failing to provide a safe and healthful place
17 of employment.

18 70. Defendants' utilization of these unfair and/or unlawful business practices has
19 deprived Plaintiffs and members of the Classes of compensation to which they are legally entitled,
20 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
21 Defendants' competitors who have been and/or are currently employing workers and attempting
22 to do so in honest compliance with applicable wage and hour laws.

23 71. Because Plaintiffs are a victims of Defendants' unfair and/or unlawful conduct
24 alleged herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seek full
25 restitution of monies as necessary and according to proof, to restore all monies withheld, acquired,
26 and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

27 72. The acts complained of herein occurred within the four years immediately
28 preceding the filing of this action.

1 73. Plaintiffs were compelled to retain the services of counsel to file this court action
2 to protect her interests and those of the Classes, to obtain restitution and injunctive relief on
3 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
4 the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and
5 costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

6 **NINTH CAUSE OF ACTION**
7 **PRIVATE ATTORNEYS GENERAL ACT**
8 **(AGAINST ALL DEFENDANTS)**

9 74. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

10 75. Defendants have committed several Labor Code violations against Plaintiffs and
11 other aggrieved employees. Plaintiffs are each an "aggrieved employee" within the meaning of
12 Labor Code § 2698 *et seq.* Plaintiffs, acting on behalf of themselves, the State of California, and
13 other aggrieved employees, bring this representative action against Defendants to recover the
14 civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according
15 to proof, as well as for injunctive relief, as provided under the Private Attorneys General Act,
16 based on the following violations:

- 17 a. Failing to pay Plaintiff Liliana Espinoza and other aggrieved employees at least the
18 applicable minimum wage for all hours worked, in violation of Labor Code §§ 204,
19 1182.12, 1194, 1194.2, 1197, and 1198;
- 20 b. Failing to pay Plaintiff Liliana Espinoza and other aggrieved employees all overtime
21 and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558,
22 1194, and 1198;
- 23 c. Failing to properly pay sick pay to Plaintiff Liliana Espinoza and other aggrieved
24 employees, in violation of Labor Code § 245 *et seq.* (including but not limited to Labor
25 Code § 246);
- 26 d. Failing to provide all legally required meal periods and failing to pay meal period
27 premiums to Plaintiffs and other aggrieved employees at the regular rate of
28 compensation, in violation of Labor Code §§ 226.7, 512, 558, and 1198;

- e. Failing to authorize and permit all legally required rest periods to Plaintiffs and other aggrieved employees, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- f. Failing to reimburse Plaintiffs and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
- g. Failing to furnish Plaintiffs and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- h. Failing to timely pay all final wages to Plaintiffs and other aggrieved employees, in violation of Labor Code §§ 201-203;
- i. Failing to maintain accurate records of the hours worked and/or meal periods taken by Plaintiffs and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

76. Additionally, Plaintiffs allege that Defendants committed multiple violations of California's workplace safety regulations and Labor Code provisions enforceable under PAGA. Specifically, Defendants failed to identify and evaluate workplace hazards for mobile pet grooming services, such as shower tubs which lack engineering controls (ramps) to prevent back injury to employees when lifting large canines, canine prescreening for complete vaccinations, and customer locations to ensure mobile equipment is parked on flat surfaces, including those contributing to back injuries and repetitive motion injuries, in violation of California Code of Regulations, Title 8, sections 3203(a)(4) and 5110(b), which require employers to implement an effective Injury and Illness Prevention Program (IIPP) and a repetitive motion injury program, respectively. Defendant also failed to provide required toilet and hand-washing facilities at mobile worksites, in violation of Title 8, section 1526(a). These regulatory violations constitute violations of Labor Code sections 6300 and 6400, *et seq.*, which impose a nondelegable duty on employers to provide a safe and healthful workplace. As such Plaintiffs, as aggrieved employees under PAGA, seeks civil penalties for each initial and subsequent violation listed in this paragraph, as well as attorneys' fees and costs as permitted by law.

77. On or about March 6, 2025, Plaintiff Liliana Espinoza mailed a PAGA notice letter to Defendants Barkbus LLC and Groombuggy Inc. via certified mail, and to the California Labor

1 and Workforce Development Agency (“LWDA”) via its website, which described Defendants’
2 violations of the California Labor Code and indicated Plaintiff’s intent to bring a claim under
3 California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code
4 identified in paragraph 78 (a)-(i) above. Now that sixty-five days have passed from Plaintiff’s
5 notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her
6 administrative requirements for bringing a claim under the Private Attorneys General Act with
7 respect to these violations.

8 78. Plaintiff Remi Dillion exhausted the notice requirement by filing a complaint with
9 the LWDA and the Division of Occupational Health and Safety (“Cal/OSHA”) in their letter dated
10 April 14, 2025, as required under the California Labor Code Private Attorneys General Act
11 (“PAGA”) and Cal/OSHA. After investigation, Cal/OSHA determined that the complained-of
12 hazards had either been corrected or determined not to exist, including concerns regarding lifting
13 large dogs, vaccination screening, parking safety, and the lack of a repetitive motion injury
14 program, and closed the complaint. Thus, Plaintiff Dillon complied with the applicable
15 administrative exhaustion and notice requirements under PAGA and Cal/OSHA before
16 commencing this action.

17 79. As noted in each PAGA notice letters, the “aggrieved employees” whom Plaintiffs
18 seek to represent are all of Defendants’ current and former non-exempt employees who have
19 worked for Defendants in California at any time from one year prior to the date of Plaintiffs’
20 PAGA notice letters through the date that judgment is entered in Plaintiffs’ PAGA cause of action
21 or any alternative date agreed upon by the parties and/or approved by the Court.

22 80. Plaintiffs were compelled to retain the services of counsel to file this court action
23 to protect their interests and the interests of other aggrieved employees, and to assess and collect
24 the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys’ fees and costs,
25 which they are entitled to recover under Labor Code § 2699(k).

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
3 behalf this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiffs as representatives of the Classes;
- 6 3. For an order appointing counsel for Plaintiffs as counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
8 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
9 1197, and 1198;
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
13 special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
- 16 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
17 226, *et seq.*;
- 18 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
19 Labor Code §§ 201-203;
- 20 10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
21 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 22 11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the
23 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
24 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;
- 25 12. Upon the Ninth Cause of Action, for any and all civil penalties available to Plaintiffs,
26 the State of California, and other aggrieved employees under the Private Attorneys General Act,
27 as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from
28 engaging in the allegedly unlawful conduct alleged herein;

1 13. Prejudgment interest on all due and unpaid wages and other damages pursuant to
2 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the
3 California Constitution;

4 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
5 226(e), 1194 *et seq.*, 2699(k), 2802(c), Code of Civil Procedure § 1021.5, and all other applicable
6 statutes; and

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

8 Date: June 11, 2026

MARQUEE LAW GROUP, APC



Tuvia Korobkin
Attorneys for Plaintiff Liliana Espinoza

12 Date: June 11, 2026

COHELAN KHOURY & SINGER

14 By: 
15 Maggie K. Realin
16 Attorneys for Plaintiff Remi Dillon

17 **DEMAND FOR JURY TRIAL**

18 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

20 Date: June 11, 2026

MARQUEE LAW GROUP, APC



Tuvia Korobkin
Attorneys for Plaintiff Liliana Espinoza

25 Date: June 11, 2026

COHELAN KHOURY & SINGER

26 By: 
27 Maggie K. Realin
28 Attorneys for Plaintiff Remi Dillon

1 **PROOF OF SERVICE**

2 I declare that I am over the age of eighteen (18) and not a party to this action. My business
3 address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

4 On June 11, 2026, I served the foregoing document(s) described as:

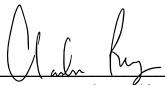
5 **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

6 on all interested parties in this action by transmitting a true copy of the document(s) described
above, addressed as follows:

7 **SEE ATTACHED SERVICE LIST**

- 8 () **BY MAIL** as follows: I am “readily familiar” with the firm’s practice of collection and
9 processing of correspondence for mailing with the United States Postal Service. I know
10 that the correspondence was deposited with the United States Postal Service on the same
11 day this declaration was executed in the ordinary course of business. I know that the
envelope was sealed and, with postage thereon fully prepaid, placed for collection and
12 mailing on this date in the United States mail at Beverly Hills, California.
- 13 () **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the
above addressee(s).
- 14 () **BY OVERNIGHT COURIER:** I am “readily familiar” with the firm’s practice of
collecting and processing overnight deliveries, which includes depositing such packages in
15 a receptacle used exclusively for overnight deliveries. The packages were deposited
before the regular pickup time and marked accordingly for delivery the next business day.
- 16 (X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served
electronically to the address of the recipient(s) as set forth below. I am readily familiar
17 with the Code of Civil Procedure and California Rules of Court for electronic service and
this document/these documents were duly served electronically in accordance with said
18 rules and regulations on the date stated above, and the transmission was reported as
complete and without error.

19 I declare under penalty of perjury under the laws of the State of California that the above is
20 true and correct. Executed on June 11, 2026, at Beverly Hills, California.

21 
22 _____
Claudia Perez

SERVICE LIST:

O'Dell Law Group, APC c/o Julie W. O'Dell, Esq. 30950 Rancho Viejo Road, Suite 226 San Juan Capistrano, CA 92675 E: <i>Julie.odell@odelllawgroup.com</i> ; <i>cynthia.cruz@odelllawgroup.com</i>	<i>Attorneys for Defendants Groombuggy, Inc., and Barkbus, LLC</i>
Cohelan Khoury & Singer c/o Isam C. Khoury, Esq. c/o Maggie K. Realin, Esq. 605 C Street, Suite 200 San Diego, CA 92101 E: <i>ikhoury@ckslaw.com</i> ; <i>mrealin@ckslaw.com</i>	<i>Attorneys for Plaintiff Remi Dillon</i>